### (Continued From Sheet No. C-24.00)

## C5. CUSTOMER RESPONSIBILITIES (Contd)

### C5.2 Bills and Payments (Contd)

#### B. Meter Reads and Estimated Bills

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

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

#### C. Customer Meter Reads

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

### D. Responsibility for Payment

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

### E. Due Date

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

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

## F. Late Payment Charge

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

## G. Returned Bill Payments

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

(Continued on Sheet No. C-26.00)

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

## C5.2 Bills and Payments (Contd)

## H. Billing Error

## (1) Overcharge

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

## Undercharge

- If a customer has been undercharged as a result of incorrect reading of the meter by a Company representative, incorrect remote meter read, incorrect meter constant or pressure factor, incorrect calculation of the applicable rate, incorrect application of the Rate Schedule, failing to provide a monthly bill to the customer at the end of a billing cycle, a meter switched by the Company or a Company representative, or other similar reasons, the undercharge may be billed to the customer subject to Section H(2)(b) of this rule. The Company shall not make retroactive adjustments when the customer has not notified the Company as to pertinent conditions of service.
- Except in cases of energy theft, stolen meter, switched meter by someone other than the Company or a Company representative, back billing of customers is limited to the one-year period immediately preceding the discovery of the undercharge. The customer shall be given a reasonable time in which to pay the amount of the back billing and service shall not be shut off during this time for nonpayment of the amount of the back billing.

## Meter Error or Non-registering Meter

#### Overcharge (1)

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

(Continued on Sheet No. C-27.00)

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### (Continued From Sheet No. C-26.00)

## C5. CUSTOMER RESPONSIBILITIES (Contd)

## C5.2 Bills and Payments (Contd)

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

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

### J. Energy Theft, Stolen Meter and Switched Meter

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

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

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

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

### C5.3 Restoration of Service

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

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

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## C5. CUSTOMER RESPONSIBILITIES (Contd)

### **C5.3** Restoration of Service (Contd)

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

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

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

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

### C5.4 Shutoff Protection Plan for Residential Customers

#### A. Eligibility

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

(Continued on Sheet No. C-29.00)

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## C5. CUSTOMER RESPONSIBILITIES (Contd)

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

#### B. Enrollment

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

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

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

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

## C. Customer Protection

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

(Continued on Sheet No. C-30.00)

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## C5. CUSTOMER RESPONSIBILITIES (Contd)

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

#### C. Customer Protection (Contd)

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

#### D. Default

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

## E. Participation in Other Shutoff Protection Plans

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

## C5.5 Customer-Selected Due Date Program

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

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

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

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### (Continued From Sheet No. C-30.00)

## C5.6 Gas Non-Transmitting Meter Provision

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

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

Up Front Charge: \$109.94 a one-time charge per billing meter per request if the notice is

given before the transmitting meter is installed

OR

\$177.53 a one-time charge per billing meter per request if the notice is

given after the transmitting meter is installed

Monthly Charge: \$6.03 per month at each premises as defined in Rule B1., Technical

Standards for Gas Service. Multiple metered units shall be

charged per billing meter.

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

### C6. METERING AND METERING EQUIPMENT

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

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

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

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

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

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

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### (Continued From Sheet No. C-31.00)

### C7. GAS COST RECOVERY CLAUSE AND STANDARD REFUND PROCEDURES

## C7.1 Gas Cost Recovery Clause

## A. Applicability of Clause

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

### B. Booked Cost of Gas Sold

- Booked cost of gas sold as used in this rule includes the following as expensed on the books of the Company:
  - (a) Interstate Purchases: Cost for gas service.
  - (b) Intrastate Purchases: Costs for gas service incurred pursuant to all contracts on file with the Commission.
  - (c) Company-Produced Natural Gas: Costs which vary with volume produced.
  - (d) Company-Produced Substitute Natural Gas: Costs for feedstock used to produce substitute natural gas.
  - (e) Liquefied Petroleum Gas-Air Mixture: Costs for propane used to produce a propane-gas-air mixture.
  - (f) Storage Gas: Net costs of gas injected and withdrawn from underground storage facilities.
  - (g) Purchases From Other Michigan Utilities: Costs for gas service pursuant to contracts approved by the appropriate regulatory body.
  - (h) Supplier Refunds and Credits: Refunds and credits from suppliers in the period realized.
- (2) Booked cost of gas sold as used in this rule specifically excludes the following items:
  - (a) Gas used by the Company, at the annual average booked cost of gas sold.
  - (b) Lost and unaccounted for gas, at the annual average booked cost of gas sold.
  - (c) Gas sold at a price which does not include a Gas Cost Recovery Factor, at the incremental cost from the Company's suppliers.
  - (d) Contract, tariff and other penalties, unless the customers of the Company benefit as a result of payment of such penalties.

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#### (Continued From Sheet No. C-32.00)

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

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

### C. Billing

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

### D. General Conditions

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

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

### A. Receipt of Refunds by the Company

## (1) Supplier Refunds

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

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

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

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

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

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

- A. Receipt of Refunds by the Company (Contd)
  - (2) Gas Cost Recovery (GCR) Plan Reconciliation

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

### B. Refund Allocation

### (1) Supplier Refunds

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

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

### C. Refund Pass-Through

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

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

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

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

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

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

### C. Refund Pass-Through (Contd)

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

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

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

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

## (a) Data Retention

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

### (b) Refund Distribution Period

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

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

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

### (c) Current Customers

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

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### (Continued From Sheet No. C-35.00)

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

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

- C. Refund Pass-Through (Contd)
  - (3) Distribution of Non-GCR Customer Refunds in General (Contd)
    - (d) Past Customers

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

### (e) Customers in Arrears

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

## (f) Refund Completion Reports

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

## (g) Unrefunded Balances

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

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#### C8. CUSTOMER ATTACHMENT PROGRAM

### A. Purpose

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

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

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

#### B. Customer Contribution

A customer contribution shall be required totaling the following components: Connection Fee, any Revenue Deficiency, any Excessive Service Line Fee, and any Direct Charges. Direct Charges include, but are not limited to, any specific license fees, inspection fees, or rights of way fees charged by any political subdivision for any construction provided under this rule and are to be paid directly to the Company. Direct charges shall also include an additional charge per foot for winter construction of all underground construction as installed, excluding conduit, applied to projects constructed during the period of December 15 to April 15, for installation of distribution or service facilities. This charge shall be based on periodic reviews of actual costs by the Company.

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

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

## C. Payment of Customer Contribution

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

(Continued on Sheet No. C-38.00)

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## (Continued From Sheet No. C-37.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

### C. Payment of Customer Contribution (Contd)

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

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

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

## D. Connection Fee

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

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

### E. Excessive Service Line Fee

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

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

(Continued on Sheet No. C-39.00)

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(Continued From Sheet No. C-38.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## F. Fixed Monthly Surcharge

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

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

## G. Customer Attachment Project

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

## H. Revenue Deficiency

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

(Continued on Sheet No. C-40.00)

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## (Continued From Sheet No. C-39.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## I. Model Assumptions

#### **Incremental Revenues:**

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

#### **Incremental Costs:**

### (1) Carrying Cost Rate

The carrying cost rate will be based on the weighted rate of debt, preferred stock, equity and associated taxes. The cost will be equal to and weighted in proportion to those authorized in the Company's most recent rate order. The carrying cost rate is equal to 8.74%.

### (2) Plant in Service

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

## (3) Carrying Costs

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

### (4) Depreciation

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

## (5) Property Taxes and Other Operating Expenses

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

## (6) Discount Rate

The discount rate will be a weighted rate of long-term debt, preferred stock and common equity. The cost will be equal to and weighted in proportion to those authorized in the Company's most recent rate order. Based on the Company's rate order in Case No. *U-21490*, the discount rate is equal to 7.07%.

## J. Customer Attachment Project Areas

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

(Continued on Sheet No. C-41.00)

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## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

## **ADRIAN**

	CAP Area	CAP Charge <u>Per Month</u>	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge <u>Expires</u>
2015228	Raisin Center Hwy, Tecumseh	\$43.95	04/25			
2015383	Blood Rd, Tecumseh	36.01	09/25			
2015391	Willow Rd, Manchester	108.69	09/25			
2016603	Sutton Rd, Britton	50.46	08/26			
2016651	Green Hwy, Tecumseh	47.56	08/26			
2016756	Sheridan Rd, Clinton	54.80	08/26			

(Continued on Sheet No. C-42.00)

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Effective for CAP listed areas as of September 15, 2023

## (Continued From Sheet No. C-41.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **ALMA**

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
2014101	W Birmingham Rd, Alma	\$35.03	01/25			
2014102	James Hunt Dr, Edmore	12.25	12/24			
2014103	Lake Isabella, Lake Isabella	26.20	03/25			
2015631	N Coldwater Rd,	26.20	09/25			
	Lake Isabella					
2016692	Epley Rd, Stanton Option #	2 37.46	10/26			
2016746	Baseline Rd, Mt Pleasant	31.81	10/26			
2016783	W Jackson Rd, St Louis	63.80	10/26			
2016796	W Madison Rd #2, St Louis	74.84	10/26			
2016803	Bluegrass Rd,	53.34	10/26			
	Mount Pleasant					
2017855	S Leaton Rd,	43.05	09/27			
	Mount Pleasant #2					
2017995	N Blair Rd, Breckenridge	41.64	09/27			
20171247	E Blanchard Rd, Shepherd	31.81	09/27			
20181048	S Summerton Rd,	38.46	11/28			
	Mount Pleasant					
20181098	N Leaton Rd. Mount Pleasa	nt 47.92	07/29			

(Continued on Sheet No. C-43.00)

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(Continued From Sheet No. C-42.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

## **BAD AXE**

	CAP Area	CAP Charge <u>Per Month</u>	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
2015512	Clare Ln, Caseville	\$36.34	09/25			
20171031	Gagetown Rd, Caseville	50.58	10/27			

(Continued on Sheet No. C-44.00)

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## (Continued From Sheet No. C-43.00)

# C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **BAY CITY**

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	; 	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
22 1301	S Mackinaw Rd, Kawkawlii	n \$77.28	12/23	20181071	E Seidlers Rd, Kawkawlin	\$63.34	10/29
22 1302	Salzburg Rd, Auburn	30.34	12/23	20181156		57.81	12/28
22 1303	E Warner Rd, Essexville	54.56	06/24		Beaver Rd, Auburn	54.43	12/29
22 1401	River Rd, Kawkawlin	83.76	07/24				
2014209	S Mackinaw Rd,	75.37	05/25				
	Kawkawlin #2	, , , ,					
2014472	Stanley Rd, Bay City	14.66	03/25				
2015244	Wheeler Rd, Auburn	47.39	04/25				
2015270	E Center Rd, Essexville	54.17	07/25				
2015317	N Mackinaw Rd, Pinconnin		07/25				
2015455	E Borton Rd, Essexville	55.09	10/25				
2015482	Ken Dr, Au Gres	29.85	09/25				
2015541	Hotchkiss Rd, Auburn	48.93	11/25				
2015584	E Cody Estey Rd,	46.19	12/26				
	Pinconning						
2016681	Mackinaw Rd #2, Linwood	48.93	12/26				
2016725	Wilder, Auburn	20.26	11/26				
2016766	9 Mile Rd, Auburn	51.26	10/26				
2016777	Townline Rd, Kawkawlin	38.38	11/26				
2016807	8 Mile Rd, Kawkawlin	54.06	11/26				
2016829	S Green Rd, Bay City	66.31	10/26				
2016883	8 Mile Rd, Kawkawlin #2	54.84	11/26				
2017851	N Finn Rd, Bay City	47.43	11/27				
2017885	Oak Ridge Dr, Au Gres	73.27	10/27				
2017901	Weiss Rd, Bay City	78.40	12/28				
2017934	N Kaiser Tower Rd,	45.76	12/28				
	Pinconning						
2017940	State Rd, Goodrich	51.35	10/28				
2017950	Conrad Rd, Standish	95.35	10/27				
2017979	Doud Rd #2, Kawkawlin	55.57	12/28				
2017988	E Hotchkiss Rd, Bay City	57.42	01/28				
2017990	E 8 <sup>th</sup> St, Au Gres	55.12	10/27				
2017999	7 Mile Rd, Freeland	48.16	11/27				
20171033	,	44.67	12/28				
	E River Rd, Kawkawlin	36.21	01/28				
	Townline Rd, Auburn	59.64	12/28				
	W Borton Rd, Essexville	44.94	01/28				
	Hoover Dr, Kawkawlin	54.29	01/29				
	W North Boutell Rd, Kawkawlin	52.26	11/27				
20171160	Seven Mile Rd, Kawkawlin	53.85	10/27				

(Continued on Sheet No. C-45.00)

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(Continued From Sheet No. C-44.00)

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

J. Customer Attachment Project Areas (Contd)

### **CADILLAC**

	CAP Area	CAP Charge <u>Per Month</u>	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
2015124	Dickerson Rd, Lake City	\$51.79	04/25			
2015519	S 8 Mile Rd, McBain	28.16	01/26			
2016771	Stoney Corners Rd, McBain	48.18	12/26			
2016776	King St, Merritt	15.87	12/26			
20171074	W Stoney Corners Rd, McBa	ain 36.20	10/27			
20171098	Bayberry Ln, Lake City	59.70	10/27			

(Continued on Sheet No. C-46.00)

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## (Continued From Sheet No. C-45.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **FLINT**

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires		CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
27 1301	Ridge Rd, Goodrich	\$32.84	12/23	2015269	McCaslin Lake Rd, Linden	\$43.29	08/25
27 1303	Maple Dr, Lapeer	14.66	12/23	2015352	Lahring Rd, Gaines	37.96	12/25
	Hickory Ridge Rd, Fenton	29.07	11/24	2015402	S Irish Rd, Davison	44.53	10/25
27 1306	Country Creek Dr, Goodrich		10/23	2015406	Ray Rd, Gaines	33.29	08/25
27 1308	Elm Grove Rd, Lapeer	31.82	12/23	2015438	Baldwin Rd, Metamora	56.53	09/25
	Golf Rd, Lapeer	19.74	12/23	2015439	Old Sorrei Dr Rescope, Lape		09/25
	N Doran, Imlay City	40.13	12/23	2015524	Stanley Rd, Columbiaville	69.36	10/25
27 1311	Sandhill Rd, Almont	69.08	08/24	2015532	Ravens Roost Dr, Fenton	28.61	10/25
27 1312	Phase 1 - West, Atlas Twp	47.47	11/24	2015561	Jewell Rd, Gaines	46.63	07/26
	Duke Rd, Metamora	35.85	12/23	2015563	Carpenter Rd, Lapeer	24.64	09/25
27 1315	Stock Rd, Metamora	62.13	01/24	2015657	McCaslin Lake Rd #2, Linde	n 37.96	09/25
27 1318	Stone Henge Dr, Fenton	40.98	12/23	2016669	Durand Rd, New Lothrop	43.97	09/26
27 1319	Quick Rd, Holly	27.47	12/23	2016702	E Coulter, Lapeer	34.61	07/26
27 1320	Rohn Rd, Fenton	58.74	07/24	2016713	Oak Rd, Otisville	40.09	09/26
27 1321	Beecher Rd, Flushing	65.37	07/24	2016729	E Frances, Clio	42.85	08/26
27 1323	Taylor Lake Rd, Holly	38.86	11/24	2016741	Lake Rd, Montrose	31.58	12/26
27 1328	N Seymour Rd, Flushing	34.56	05/24	2016743	Hill Rd #3, Swartz Creek	52.78	07/26
27 1331	Baldwin Rd, Fenton	45.95	02/24	2016753	Henderson Rd, Columbiaville	e 32.95	09/26
27 1332	Hough Rd, Almont	55.27	07/24	2016754	Center Rd, Flint	52.65	07/26
27 1335	Belle River Rd YR 2, Attica	29.76	02/24	2016755	Calkins Rd, Flint	48.20	07/26
27 1338	S Oak Rd, Davison	13.89	07/24	2016757	Henderson Rd, Davison	29.76	08/26
28 1303	Farnsworth Rd, Lapeer	32.79	07/24	2016792	Lennon Rd, Swartz Creek	46.77	08/26
28 1304	N Elba Rd, Lapeer	34.64	12/23	2016794	Lake Rd, Millington	33.43	09/26
2014109	Belsay Rd, Millington	30.98	04/25	2016800	E Mt Morris Rd, Davison	59.07	08/26
	Pegasus Blvd, Dryden	35.39	05/25	2016814	Riniel Rd, Lennon	20.52	07/26
2014129	E Davisburg Rd, Holly	36.34	02/25	2017847	N Belsay Rd, Clio	34.79	09/27
2014131	Phase 2 - East, Atlas Twp	47.47	06/25	2017940	State Rd, Goodrich	51.35	12/28
2014132	Ditch Rd, New Lothrop	71.94	12/24	2017962	Hickory Place Dr,	57.47	01/29
2014133	Riniel Rd, Lennon	30.19	10/24		Columbiaville		
2014135	Pero Lake Rd #2, Lapeer	28.19	01/25	20171005	Ruby St, Holly	47.34	12/28
	Corneil Rd, Imlay City	48.47	01/25	20171034	Turner Rd, Flushing	78.73	12/28
2014137	W Sutton Rd, Lapeer	34.41	02/25	20171042	Cook Rd, Grand Blanc	50.98	11/27
2014545	Nichols Rd, Clio	28.57	05/25		Valentine Rd, Lapeer	64.46	12/28
	W Farrand Rd, Clio	20.35	06/25		N Henderson Rd, Davison #3		10/28
	Baldwin Rd #2, Fenton	45.78	04/25		Whitney Rd, Gaines	47.81	09/27
	Smith Rd, Gaines	54.80	04/25	20171068	Van Vleet Rd, Gaines	47.81	12/27
2015241	Hill Rd #2, Swartz Creek	33.58	04/25				

(Continued on Sheet No. C-47.00)

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## (Continued From Sheet No. C-46.00)

# C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **FLINT**

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
20171070	Nichols Rd, Gaines	\$47.81	12/27			
20171070		47.81	08/27			
	Ray Rd #2, Gaines	47.81	01/28			
20171073	•	47.81	11/27			
	Reid Rd, Swartz Creek	32.89	11/27			
	Beers Rd #3, Swartz Creek	47.81	01/28			
	Green Rd, Goodrich	53.72	11/27			
	E Carpenter Rd, Davison	32.93	09/27			
	Duffield Rd, Flushing	38.10	09/27			
	Stanley Rd, Flushing	46.42	11/27			
	Seymour Rd, Montrose #2	32.55	08/27			
	N Vassar Rd, Flint	35.37	07/27			
	N Henderson Rd, Davison	31.43	10/27			
	Mountview Rd, Lapeer	62.45	11/27			
	Ruby Dr, Flushing	78.89	12/28			
	Bueche Rd, Montrose	47.32	08/27			
	Vassar Rd, Millington	64.42	08/27			
	Bourassa Dr, Flushing	31.57	07/27			
	N Henderson Rd, Davison	32.89	10/28			
	Lincoln Rd, Chesaning	52.42	08/27			
	Hegel Rd, Goodrich	48.96	10/27			
	Holly Rd, Holly	34.39	12/28			
	Daley Rd, Lapeer	67.06	10/28			
	Seymour Rd, Linden	45.19	12/28			
	Dillon Rd, Flushing	40.97	11/28			
	Seymour Rd, Montrose #3	32.04	01/29			
	Seymour Rd, Swartz Creek	47.80	09/28			
	W Coldwater Rd, Flushing	40.98	10/29			
	Log Cabin Pt, Fenton	43.01	01/29			
	Willard Rd, Millington	33.48	12/28			
	Russell Ln, Lapeer	19.86	12/28			
	Hillwood Dr, Davison	47.14	12/28			
	Rolston Rd, Linden	53.84	12/28			
20181149		76.13	07/29			
20181153			12/29			
	Cook Rd #2, Grand Blanc	52.44	11/28			
20181191		41.12	08/29			
	Reid Rd, Swartz Creek	45.70	10/29			
	Cook Rd #2, Gaines	67.77	10/29			
20101233	coon ita 112, cames	07.77	10,20			

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## (Continued From Sheet No. C-47.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

## **GREENVILLE**

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
38 1301	36th St, Lowell	\$15.49	12/23			
38 1304	Red Pine Dr, Ionia	17.59	09/24			
38 1305	76th St, Alto	44.33	08/24			
38 1306	Beach Run, Lowell	48.22	04/24			
2014160	Fallasburg Park Dr, Lowell	32.88	01/25			
2014184	Dildine Rd, Ionia	52.87	12/24			
2015136	E Tuttle Rd, Ionia	51.50	04/25			
2015137	Gallagher Dr, Ionia	49.89	02/25			
2015271	W Long Lake Rd, Orleans	45.26	08/25			
2015430	Crystal Rd, Vestaburg	54.59	09/25			
2015447	Peck Lake Rd, Ionia	42.22	09/25			
2015493	Heim and Fallasburg Park	43.19	09/25			
	Dr NE, Lowell					
2015599	Morse Lake Ave SE, Alto	36.40	08/26			
2016629	Marquette Rd, Ionia	46.63	09/26			
2017987	Ed and Arylnn Dr, Six Lake	es 64.50	11/27			
20171135	Legacy Ln, Ionia	53.74	09/27			
20171138	Cook Rd, Pewamo	95.46	09/27			
20171200	Troys Dr, Ionia	27.53	11/27			
20181174	Borgman Hills Dr, Belding	36.10	07/29			

(Continued on Sheet No. C-49.00)

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Effective for CAP listed areas as of September 15, 2023

## (Continued From Sheet No. C-48.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **GROVELAND**

	CAP Area	CAP Charge Per Month	Billing Montl Surchan Expire	h rge	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
28 1301	Belle River Rd, Attica	\$36.87	05/24	2015484	Ormond Rd, Davisburg	\$20.43	09/25
29 1302	Phase 2, Brandon Twp	49.50		2015533	Pauline Dr, Lapeer	39.10	10/25
29 1303	Cuthbert Rd #2, White Lake		12/23	2015556	Rowland Rd, Leonard	60.84	09/25
29 1305	Hummer Lake Rd, Oxford	45.44	_	2015573	Cobblestone Ln, Oxford	82.28	10/26
29 1309	W Gunn Rd, Oakland	135.96	12/23	2015591	Granger Rd #2, Oxford	71.80	10/26
29 1311	Northfield Rd, White Lake	24.97	02/24	2015597	French Ln, Davisburg	36.30	11/26
29 1312	Louise Dr, Lapeer	20.29		2015627	Hunters Creek Rd #2, Imlay C		11/26
29 1313	Phase 2 Augment,	49.50	03/24	2015703	Havens Rd, Dryden	70.09	11/26
	Brandon Twp			2016614	Windfall Trl, Ortonville	43.82	11/26
29 1315	Sullivan Rd, Oxford	37.47	07/24	2016630	Hosner Rd, Oxford	89.81	10/26
29 1401	Center St, Clarkston	15.92	07/24	2016641	Hummer Lake Rd, Oxford	108.06	11/26
2014139	Hillsboro Rd, Davisburg	44.52	11/24	2016684	Papadelis Ct, Oxford	64.52	10/26
2014140	E Gunn Rd, Rochester	40.35	03/25	2016697	E Brocker Rd, #2 Metamora	147.00	12/26
2014141	Brandon Twp - Phase 3	49.53	05/25	2016711	Hollow Corners Rd, Almont	55.56	11/26
2014143	Fry Rd, Highland	12.83	03/25	2016712	N Herd Rd, #2 Ortonville	47.60	12/26
2014144	Woodgrove Rd, Ortonville	43.25	01/25	2016745	General Squier, Dryden	69.29	12/26
2014148	Deer Run, Leonard	41.33	05/25	2016758	Shoemaker Rd, Almont	55.67	11/26
2014203	Addison Twp, Leonard	51.47	02/25	2016764	Shoup Rd, Leonard	68.26	10/26
2014224	Granger Rd, Oxford	49.41	05/25	2016784	Sunrise Ln, White Lake	57.12	09/26
2014564	Markins Dr, Lapeer	62.13	05/25	2016790	Casey Rd #2, Metamora	135.53	10/27
2015133	Lakeview Blvd, Goodrich	45.62	05/25	2016791	Tonda Dr, Ortonville	46.07	11/26
2015240	Hayden Rd, Attica	47.66	04/25	2016797	General Squier #2, Dryden	51.09	12/26
2015253	Ballantyne Ct, Oxford	77.97	04/25	2016819	Brookhaven Dr, Imlay City	56.88	12/26
2015332	Pennell Rd, Imlay City	50.02	08/25	2016936	Phillips Rd, Metamora	46.88	11/26
2015339	,			2016984	Davison Lake Rd, Metamora	147.00	11/26
2015341		47.56	01/26	2016991	Herd Rd, Metamora-Augment	43.76	11/26
	Kile Rd, Metamora	43.87		20161028	Walnut Hill Dr, Metamora	43.87	10/26
2015349	Tubspring Rd, Almont	61.02		2017820	Bishop Rd, Dryden	69.75	11/27
2015366	Tu Van Trail, Addison	74.08	10/25		Hidden Ridge Dr, Metamora	55.98	08/27
2015369	Granger Rd, Oxford	58.89		2017891	Sullivan Rd, Lapeer	56.45	11/27
2015390	,	132.97		2017895	Vik Mar Ln, Attica	91.29	12/27
2015442	Tody Rd, Goodrich	47.43	10/25	2017903	Sawmill Lake Rd, Ortonville	53.40	11/27
2015448	Lake Pleasant Rd, Attica	39.35		2017917	Shoemaker Rd, Almont	56.68	09/28
2015451	,	43.76	12/25	2017919	Church Rd, Imlay City	58.62	09/28
2015459	2 /	70.09		2017970	S Summers Rd #2, Imlay City	34.31	09/28
2015468	Crawford Rd #2, Dryden	47.48	10/25		Diehl Rd, Metamora	57.11	09/27
2015476	2 /	87.91	11/25	20171003	Blue Heron Ln, Almont	92.21	08/28
	Oxford			20171011	Trails End, Lapeer	47.91	09/28

(Continued on Sheet No. C-50.00)

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Effective for CAP listed areas as of September 15, 2023

## (Continued From Sheet No. C-49.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **GROVELAND**

		CAP Charge	Billing Month Surcharge		CAP Charge	Billing Month Surcharge
	CAP Area I	Per Month	Expires	CAP Area	Per Month	Expires
	Weber Rd, Holly	\$67.47	10/27			
	Pine Trace Dr, Lapeer	31.49	11/28			
	W Brocker Rd, Metamora	57.75	09/27			
	W Brocker Rd, Metamora #		10/27			
20171103	Big Lake Rd, Daviburg	59.73	09/27			
20171106	Thomas Rd, Metamora	55.73	10/28			
20171116	N Five Lakes Rd, Attica	22.17	10/28			
20171119	Davenport Rd, Metamora	58.83	09/27			
20171133	S Coats Rd, Oxford	56.23	10/28			
20171213	Tubspring Rd #2, Almont	64.43	12/28			
20171250	Rattalee Lake Rd, Clarkston	45.64	12/28			
20171273	N Force Rd, Attica	59.29	10/28			
20171281	Casey Rd #2, Metamora	135.53	10/27			
20181011	Brigham Rd, Goodrich	48.05	10/28			
20181036	Sebring Rd, White Lake	55.85	01/29			
20181073	Walnut Glen Ct, Oakland	58.92	12/28			
20181084	Ellis Rd, Clarkston #2	46.00	12/28			
20181094	S Summers Rd, Imlay City #	ŧ3 33.71	09/28			
20181099	Hunters Creek Rd #2, Lapee	er 59.68	01/29			
20181100	Mccoin Dr, Dryden	116.94	11/28			
20181124	Hidden Hills Ln, Ortonville	43.50	01/29			
20181128	Sullivan Rd, Lapeer #2	56.28	10/29			
20181132	Lake George Rd, Leonard	46.97	08/28			
	Rochester Rd #2, Dryden	62.88	11/28			
20181218	Diehl Rd #2. Metamora	57.58	08/29			
20181254	Rattalee Lake Rd #2,	50.88	01/29			
	Davisburg					
20181255	C	71.50	08/29			

(Continued on Sheet No. C-51.00)

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Effective for CAP listed areas as of January 10, 2020

## (Continued From Sheet No. C-50.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **HASTINGS**

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP M Charge Sur	illing lonth charge apires
40.1204	D' D DI ' 11	Φ1 C 1 T	01/04			
40 1304	Risner Dr, Plainwell	\$16.15	01/24			
40 1306	92nd St, Caledonia	29.35	06/24			
40 1310	Oakwood Shores, Wayland	11.84	07/24			
	Patterson Rd, Caledonia	44.82	03/25			
	State Rd, Phase 2, Hastings	39.52	12/24			
2014196	Wilson Ave SW,	46.69	12/24			
2014107	Byron Center	46.10	01/25			
	68th St, Alto	46.10	01/25			
	Bushwood Dr, Alto	46.52	03/25			
	146th Ave, Bryon Center	46.69	06/25			
	131st Ave, Wayland	48.34	03/25			
	Irving Rd, Hastings	51.75	09/25			
	100th St SE, Caledonia	45.20	08/25			
	Austhof Woods Dr SE, Alto	28.10	08/25			
	Rivers Edge Ln, Middleville	23.37	08/25			
	Wing St, Hastings	51.37	08/25			
	Patterson Ave, Caledonia	46.15	08/25			
	Alden Nash Ave SE, Alto	59.54	11/25			
	W Barnum Rd, Middleville	39.52	09/25			
	21st Street, Dorr	70.23	10/25			
	Pleasant View Rd, Hastings	37.30	01/26			
	60th St SE, Alto	78.82	09/25			
	Duncan Lake Rd, Middleville		08/26			
	Horseshoe Estates, Caledonia		09/25			
	Rivers Edge, Dorr	47.23	08/26			
	Arrowhead Trl, Middleville	65.99	08/26			
	McCords Ave SE, Alto	13.92	10/26			
	100th St SE, Caledonia #2	54.30	09/26			
	Jack Rabbit Ct, Dorr	44.31	10/26			
	5 22nd St #2, Dorr	46.69	05/26			
2017833	Autumn Ridge Dr,	39.80	08/27			
	Middleville					
	Timpson Ave, Alto	82.15	08/27			
	E Paris Ave SE, Caledonia	58.73	08/27			
	2 Woodruff Rd, Hastings	41.38	08/27			
	Kraft Ave Se, Caledonia	44.31	11/28			
	Thornapple Dales Dr Se, Alto		11/28			
	Eagleview Ct, Middleville	46.15	10/29			
	Mccords Ave SE, Alto #2	69.45	07/29			
	Sierra Ridge Dr SE, Caledon		08/29			
	S Zellman Ct, Dorr	52.72	12/29			
20181240	) Stirrup Dr, Caledonia	56.98	10/29			

(Continued on Sheet No. C-52.00)

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Effective for CAP listed areas as of September 15, 2023

## (Continued From Sheet No. C-51.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## HOWELL

	CAP Area	CAP Charge Per Month	Billing Month Surcharg Expires	_	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
29 1314	Napier Rd, Northville	\$55.16	02/24	2015288	Eager Rd, Howell	\$45.40	08/25
31 1302	Musson Rd, Howell	41.92		2015294	Linden Rd, Fenton	48.34	08/25
31 1303	Peer Rd, South Lyon	56.18	01/24	2015299	Oak Grove, Howell	36.77	09/25
31 1304	Popple Ln, Howell	36.99	12/23	2015310	Madden Rd, Dexter	57.29	07/25
31 1305	Deacons Way, Milford	48.96	07/24	2015313	Chilson Rd, Howell	42.04	08/25
31 1310	Carlee June Rd, Hartland	27.93	01/24	2015371	Hickory Stone Ln, Holly	77.33	11/25
31 1312	Oceola Twp, Howell	49.27	11/24	2015378	Brophy Rd, Howell	45.30	08/25
31 1314	Sharrard Hill, New Hudson	49.16	02/24	2015379	N Hacker Rd, Howell	48.12	09/25
31 1317	Cedar Lake Rd, Howell	53.46	08/24	2015386	Chilson Meadows, Howell	43.23	09/25
31 1318	Fisk Rd, Howell	66.94	02/24	2015415	Stewart Ln, Ann Arbor	17.43	04/25
31 1319	Bergin Rd, Howell	50.36	01/24	2015424	Reds Way, Howell	47.39	01/26
31 1322	McGunn Rd, Howell	39.66		2015432	Mabley Hill Rd, Fenton	20.68	07/26
31 1323	Mountain Ridge, Dexter	34.39		2015458	W Marr Rd, Howell	47.52	08/25
31 1326	Windmill Ln, Milford	71.37		2015461	Hinchey Rd, Howell	64.70	08/25
	Tiplady Rd, Pinckney	95.10		2015479	Fish Lake Rd, Holly	48.33	09/25
2014151	Waterside, Brighton	13.71		2015497	E Rattalee Lake Rd, Holly	48.98	10/25
	Silver Hill Rd, Pinckney	96.85		2015498	Seven Mile Rd, Whitmore	65.31	10/25
	Evergreen Rd 2, Brighton	44.88	01/25		Lake		
	Westgate Rd, Howell	38.06		2015507	Maltby Rd, Brighton	41.52	11/25
2014156	Northfield Church Rd,	70.91	03/25	2015517	Briar Meadow Rd,	48.43	09/25
2014157	Ann Arbor	20.06	10/04	2015510	South Lyon	50.55	00/25
	Maryland, Milford	38.86		2015518	Dunham Rd, Hartland	50.55	09/25
2014158	,	46.53		2015544	Terminger Ln, South Lyon	31.88	10/25
	Pinckney Rd #2, Howell	47.13		2015571	Hacker Rd, Brighton	43.30	07/26
2014161		34.90		2015583	Crandall Rd, Howell	41.56	07/26
2014102	Strawberry Lake Rd,	48.43	11/24	2015593	Eagle Rd, Davisburg	55.55 57.66	08/26
2014165	Dexter Wilderness Hills Trail,	69.98	12/24	2015600 2015659	Argentine Rd, Howell Hickory Ridge Rd, Holly	57.66 77.33	07/26 11/26
2014103	Pinckney	09.96	12/24	2015663	Read Rd, Fenton	49.52	09/25
2014222	Argentine Rd, Howell	45.09	07/25	2016620	Rose Terrace, Holly	51.66	09/25
	Milford Rd, Holly	71.66		2016621	Munger Rd, Holly	64.19	12/26
	Hinchey Rd, Pinckney	53.52		2016645	Willowby Ln, Pinckney	51.73	09/26
	Parshallville Rd, Fenton	52.94		2016647	Turner Rd, Fenton	64.94	07/26
	N Dixboro Rd, South Lyon			2016648	Vines Rd, Howell	59.13	08/26
	Maureen Ln, Davisburg	51.98		2016664	Baker Rd, Fenton	59.22	10/26
	Currie Rd, Northville	59.95		2016665	Brookside Ln, Plymouth	65.75	09/26
	Denton Hill Rd, Fenton	49.52		2016667	Orchard Ridge Rd, Chelsea	54.74	09/26
	McCabe Rd 2, Brighton	46.37		2016675	Caldwaller Rd, Fenton	56.26	07/26
	Greenridge Ln, Linden	60.50		2016694	Clyde Rd, Fenton	45.56	08/26
	Buckhorn Lake Rd, Holly	56.33	09/25	_010071	, 40 114, 1 0110011		00.20
	Charing Cross Ln,	39.92	08/25				
	New Hudson	<b>-</b>					

(Continued on Sheet No. C-53.00)

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## (Continued From Sheet No. C-52.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **HOWELL**

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	:	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
2016715	W Schafer Rd, #2 Pinckney	\$56.48	09/26	20171052	Spicer Rd, Brighton #2	\$75.10	08/27
2016723	Clyde Rd, Howell	52.61	09/26	20171055	Pingree Rd, Howell #2	58.34	11/27
2016738	Crandall Rd #2, Howell	41.46	07/26	20171056	Dolly Rd, South Lyon	55.60	07/27
2016740	Ray Knight Dr, Dexter	47.68	09/26	20171075	Northwood Pl, Brighton	32.61	08/27
2016759	Hyne Rd, Brighton	81.12	07/26	20171085	Norwegian Wood Ln,	52.52	08/27
2016761	Pineview Trl, Howell	52.11	09/26		Brighton		
2016768	Faussett Rd, Fenton	52.39	10/26	20171090	Botsford Rd, Howell	82.19	10/27
2016769	Warner Rd, Howell	44.23	07/26	20171094	Oak Hill Dr, Fenton	58.60	11/27
2016773	Green Rd, Fenton	53.45	08/26	20171095	Kern Rd, Fowlerville	53.98	10/27
2016778	Sanitorium, Howell	51.42	12/26	20171104	Sundale Ct, Pinckney	79.53	08/27
2016779	Tuthill Rd, South Lyon	38.82	07/26	20171105	Hyde Rd, Hartland	33.84	08/27
2016780	Fisher Rd, Howell	41.38	07/26	20171111	Sue Dr, Howell	45.40	10/28
20161102	Munger Rd #2, Holly	64.19	12/26	20171118	Clyde Rd, Holly	49.01	12/27
2017840	Mabley Hill Rd, Fenton	56.49	08/27	20171122	Center Rd, Linden	47.31	09/27
2017852	Holtforth Rd, Fenton	59.73	09/28	20171125	W Schafer Rd,	58.34	01/29
2017858	Hibner Rd, Hartland	54.16	11/27		Howell Augment		
2017859	Amberwood Trl, Howell	76.38	09/27	20171137	Hyne Rd #2, Brighton	71.09	08/27
2017862	Clyde Rd, Fenton #2	51.16	09/28	20171142	Kendra Ln, Howell	38.37	10/27
2017863	Mason Rd, Fowlerville	29.83	09/27	20171154	W Coon Lake Rd, Howell	50.48	10/27
2017864	Indian Camp Trl, Howell	39.23	10/27	20171172	Eagle Rd, Davisburg	95.20	09/27
2017868	Windy Hill Dr, Fenton	55.40	12/27	20171197	Spencer Lee Dr, Milford	36.53	08/27
2017881	Fisher Rd, Howell	62.53	10/27	20171202	Lee Rd, New Hudson	53.13	07/27
2017884	Milford Rd, Holly	37.04	09/27	20171210	Vines Rd, Howell	57.70	10/27
2017888	Broadview Ln, Highland	103.5	09/27	20171216	Clyde Rd #2, Holly	49.45	09/28
2017898	Sanitorium Rd, Howell #2	46.81	11/28		12 Mile Rd, South Lyon	39.05	10/28
2017941	Runyan Lake Rd, Fenton	56.84	09/27	20171251	E Schafer Rd, Howell	46.88	10/27
2017943	Tower Rd #2, South Lyon	87.58	08/27	20171253	Marwood Dr, Howell	45.84	11/27
2017959	Knobby View Dr, Highland	1 51.37	09/27	20171256	Munger Rd, Holly #2	59.22	09/27
2017967	Fish Lake Rd, Holly	60.68	09/27		Weber Rd, Holly #2	18.84	09/27
2017969	Treasure Lake Dr, Howell	29.84	11/28	20171274	Fran Dor Ln, Northville	162.64	07/27
2017980	Faussett Rd #3, Fenton	50.15	09/27	20181015	Hartland Rd, Fenton	101.20	11/28
2017989	Six Mile Rd Rescope,	24.03	08/27	20181016	N Dancer Rd, Dexter #2	116.24	11/28
	Whitmore Lake				Munger Rd, Holly #3	63.53	11/28
2017992	N Pleasant Valley Rd,	77.04	08/27	20181064	Buno Rd, Milford	57.10	10/28
	Milford				Parker Rd, Holly	59.00	12/28
2017993	Cedar Lake Rd, Pinckney	67.99	08/27	20181068	Foley Rd, Fenton	56.39	01/29
20171021	Whalen Lake Rd, Hartland #2	58.88	09/27				
20171024	Gray Fox Ct, Howell	82.85	12/27				
	Bullard Rd, Fenton	79.90	10/28				
20171041	Nature View Ct, Howell	50.47	10/27				
	Willow Way, Commerce	38.64	08/27				

(Continued on Sheet No. C-54.00)

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## (Continued From Sheet No. C-53.00)

# C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **HOWELL**

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
20181090	Woodchuck Trl, Pinckney	\$47.68	12/28			
	Lyman Ln, New Hudson	47.65	10/29			
	Hartland Rd #2, Fenton	58.48	08/29			
20181116	· · · · · · · · · · · · · · · · · · ·	57.31	12/28			
20181112	Hubert Rd, Brighton	40.50	12/28			
	Five Mile Rd, Ann Arbor	66.68	12/29			
20181133	· · · · · · · · · · · · · · · · · · ·	44.30	12/28			
20181137	Old Plank Rd, Wixom	66.04	01/30			
20181150	Olympic Trail, Brighton	29.19	01/29			
20181159	3 1 , E	81.46	01/29			
20181170		l 47.67	10/29			
20181203	Pine Cay Trail, Brighton	58.83	11/29			
20181209	Glen Hill Ln, Holly	65.38	12/29			
20181222	Preston Rd, Howell	59.37	10/29			
20181234	Windy Ridge Trl, Fenton	56.70	01/29			
20181244	Herbst Rd, Brighton	54.88	11/29			
20181249	Victoria Ct, Fenton	77.05	12/29			
20181250	Circle J Ct, Fenton	52.39	09/28			
20181259	Curtis Rd, Highland	54.16	07/28			
20181260	Golden Oaks Dr, Milford	25.69	11/28			

(Continued on Sheet No. C-55.00)

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Effective for CAP listed areas as of January 10, 2020

## (Continued From Sheet No. C-54.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **JACKSON**

	CARA	CAP Charge	Billing Month Surcharge		CAP Charge	Billing Month Surcharge
	CAP Area	Per Month	Expires	CAP Area	Per Month	Expires
34 1301	Snow Rd #3, Hanover	\$48.20	12/23			
34 1302	Culley Ln, Jackson	70.42	06/24			
34 1306	Sandstone Rd, Jackson	34.07	09/24			
2014167	Dixon Rd, Rives Junction	58.51	01/25			
2014168	Crispell Rd, Horton	66.72	02/25			
2014169	Sawdy Ln, Grass Lake	62.25	02/25			
2014551	Farwell Lake Rd, Horton	31.27	04/25			
2015113	Virginia Way, Jackson	32.27	04/25			
2015283	E Kimmel Rd, Jackson	52.19	06/25			
2015388	Reynolds Rd, Horton	82.74	08/25			
2015437	Walnut Ln, Gregory	13.12	08/25			
2015510	McCain Rd, Jackson	23.32	09/25			
2015520	Turk Rd, Ottawa Lake	30.01	10/25			
2015529	Ferris Rd, Eaton Rapids	54.37	10/25			
2015537	Vrooman Rd, Jackson	50.31	10/25			
2015548	Ridge Rd, Jackson	28.80	08/26			
2015566	Case Rd, Brooklyn	20.99	08/26			
2015569	Craig Rd, Stockbridge	65.69	09/25			
2015578	Waterloo Munith Rd, Munit	th 34.00	07/26			
2015579	Onondaga Rd, Eaton Rapida	s 66.52	11/26			
2015587	Case Rd, Brooklyn, Phase 2	68.99	08/26			
2016626	S Francisco Rd, Grass Lake	52.72	07/26			
2016640	Hague Ave, Jackson	63.03	07/26			
2016666	Brooklyn Rd, Jackson	23.84	07/26			
2016701	Mathews Rd, #2	65.74	07/26			
	Spring Arbor					
2016704	Ladd Rd, #2 Brooklyn	51.08	07/26			
2016708	S Sandstone Rd, #2 Jackson		08/26			
2016721	Bailey Rd, Jackson	37.27	08/26			
2017866	Lansing Ave, Jackson	38.25	07/27			
2017889	Van Syckle Rd, #2 Gregory		01/28			
2017952	Sager Rd #2, Grass Lake	62.89	07/27			
20171112	Sargent Rd, Jackson	50.77	08/27			
	Young Rd, Jackson	40.41	07/28			
20171235	<i>E</i> ,		09/28			
	Greenlawn Dr, Jerome	47.67	09/27			
20181050	Templar Ave, Pinckney	53.64	12/28			
20181208	S Portage Rd, Jackson	57.84	08/29			

(Continued on Sheet No. C-56.00)

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Michigan Public Service Commission

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## (Continued From Sheet No. C-55.00)

# C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## **KALAMAZOO**

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	;	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
39 1302	13 Mile Rd, Battle Creek	\$44.65	02/24	20101170	W O Ave, Kalamazoo	\$63.18	12/29
2014187	QR Ave, Scotts	22.15	12/24		E C Ave, Kalamazoo	56.58	08/29
2014187	N 5th St, Kalamazoo	41.18	01/25		44th Ave, Mattawan	56.58 54.14	10/28
2014189	72nd Ave, Lawton	20.91	12/24		23rd St, Mattawan #2	32.29	10/28
	Fredrick St, Paw Paw		03/25		Sheffield Rd, Hickory Corn		
2014190 2014191	W AB Ave, Plainwell	36.75 43.58	03/23		W Op Ave #2, Kalamazoo	43.06	11/29 12/29
2014191	S County Rd 681, Bangor		02/25	20101232	w Op Ave #2, Kalalilazoo	43.00	12/29
2014192	Kimble Lake Dr, Vicksburg	25.47 2 21.76	02/25				
2015116	E L Ave, Galesburg	53.55	03/25				
2015110	3rd St, Mattawan	35.24	03/23				
2015258	Hidden Pines Dr, Paw Paw	52.75	06/25				
2015279	N 27th St, Richland	32.73	12/25				
2015342	27th St, Paw Paw	48.27	09/25				
2015340	36th St, Galesburg	57.54	09/25				
2015303	County Rd 652, Mattawan	52.68	10/25				
2015589	Buck Trail Dr, Dorr	20.90	08/26				
20155656	N 28th St, Richland	32.92	11/25				
2016608	Gull Creek Dr, Richland	63.44	08/26				
2016610	N 16th St, Plainwell	30.26	08/26				
2016639	Waterpointe Dr, Kalamazo		09/26				
2016672	S 23rd St, Vicksburg	45.95	08/26				
2016683	County Rd 653, Paw Paw	44.97	08/26				
2016728	N 33rd, Galesburg	40.26	08/26				
2016728	CD Ave, Augusta	56.52	08/26				
2017/34	W Op Ave, Kalamazoo	43.12	08/27				
2017927	65th St, Hartford	21.87	08/27				
	Wise Rd, Gobles	81.39	08/28				
	N 38th St Augusta #3	58.11	08/27				
	28th St, Lawton	69.10	11/27				
	30th St, Kalamazoo	58.91	12/27				
	10th St, Kalamazoo	52.22	08/27				
	N Sprinkle Rd, Kalamazoo	39.26	01/28				
	Vergennes St, Lowell	47.37	11/27				
	37th St, Galesburg	59.72	10/29				
	1st St, Kalamazoo	47.74	11/28				
	Cr 652, Mattawan	53.52	10/28				
	N 12th St, Kalamazoo	43.14	11/29				
	Q Ave, Mattawan	59.29	12/28				
	29th St. S, Scotts	56.91	01/30				
	W E Ave, Kalamazoo	69.46	12/28				
	20th St, Dorr	53.22	10/28				
	Cedar Lake Ave, Marcellus		12/28				
20101131	23ai Baile 1110, marconia	07.50	12,20				

(Continued on Sheet No. C-57.00)

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## (Continued From Sheet No. C-56.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

## J. Customer Attachment Project Areas (Contd)

## LANSING

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires		CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
37 1303	N Wheaton Rd, Charlotte	\$10.01	12/23	2016637	Miller Rd, Bancroft	\$35.72	10/26
37 1305	Gale Rd, Eaton Rapids	43.35	06/24	2016642	Hawk Dr, Eaton Rapids	38.43	11/26
	N Wheaton Rd, Charlotte	11.28	02/24	2016677	Lewis Rd, Portland	26.88	10/26
	Phase 2			2016680	Lamb Rd, Mason	47.03	10/26
37 1309	E David Hwy, Ionia	86.15	04/24	2016699	Libhart St, #2 Lyon	38.51	10/26
	S Jones Rd, Pewamo	110.80	02/24	2016705	S Clinton Trl, Eaton Rapids	49.48	11/26
	Towner Rd, Portland	44.97	01/25	2016707	Twila Ln, Charlotte	68.98	11/26
2014175	Corrison Rd, Grand Ledge	35.72	01/25	2016805	E Gresham Hwy, Potterville	54.91	10/26
	W Wilbur Hwy, Eaton Rapid	s 55.41	01/25	2016826	Carol Lane, Dansville	47.65	11/26
2014179	Looking Glass Ave, Portland	66.67	12/24	20161026	Round Lake Rd #2, Sunfield	47.56	11/26
	Kinneville Rd, Eaton Rapids	27.24	10/24	2017853	S Chester, Charlotte	46.18	09/27
2014182	Billwood Hwy, Potterville	31.07	02/25	2017908	M 71, Corunna	47.35	01/28
2014204	Valdo Dr, Eaton Rapids	44.35	01/25	2017982	Bath Rd #2, Byron	38.79	10/27
2015249	Wildwood Ct, Charlotte	29.03	05/25	20171030	Perry Rd, Haslett	37.47	10/27
2015256	Marsalle Rd, Portland	48.15	06/25	20171037	Hulett Rd, Mason	39.71	12/28
2015274	Zimmer Rd, Williamston	44.72	08/25	20171060	W Columbia Rd, Mason	41.84	12/28
2015285	E Kinsel Hwy, Charlotte	38.58	06/25	20171065	W Dexter Trail, Mason	55.75	11/27
2015292	Upton Rd, East Lansing	55.05	08/25	20171069	Peck Rd, Eaton Rapids	59.69	09/27
2015311	W Eaton Hwy, Grand Ledge	36.71	08/25	20171151	E Sherwood Rd, Williamston	47.92	10/27
	Sherwood Rd, Williamston	48.48	07/25	20171161	Ransom Hwy, Dimondale	56.78	12/28
2015316	W Price Rd, Westphalia	57.59	07/25	20171175	Every Rd, Okemos	35.67	10/27
2015423	Stoll Rd, East Lansing	40.03	09/25	20171185	Wacousta Rd, Grand Ledge	47.82	09/27
2015431	Keefer Hwy, Portland	79.55	10/25	20171193	Jeff Ct, Grand Ledge	47.06	11/27
2015435	Hagadorn Rd, Mason	44.62	12/25	20171201	Renee Dr, Perry	31.90	10/27
	Grovenburg Rd #2, Holt	38.88	09/25		Rolfe Rd, Mason	59.91	10/27
2015526	W Eaton Hwy #2,	41.56	10/25	20171252	Norris Rd, Dewitt	47.45	12/28
	Grand Ledge				W Dexter Trail, Mason	65.45	08/29
	Bailey Rd, Dimondale	49.19	08/25		Wood Rd, Dewitt	41.79	01/29
	Nolan Dr, Eaton Rapids	56.71	10/25		Winegar Rd, Laingsburg	58.32	12/29
	Round Lake Rd, Sunfield	47.56	09/25		Parks Rd, Fowler	44.85	12/29
	Curtice Rd, Mason	45.85	10/26		W Columbia Rd, Mason #2	44.53	11/29
	College Rd, Holt	23.56	10/26		County Farm Rd, Saint Johns		09/29
	Valley Ct, Perry	12.33	10/26	20181214	Howe Rd, Dewitt	50.74	10/29
	Clark Rd, Grand Ledge	30.96	10/26				
	E David Hwy, Westphalia	66.52	10/26				
	E Townsend Rd, St Johns	44.93	10/26				
	Whittum Rd, Eaton Rapids	15.81	11/26				
2016606	Friend Rd, Portland	60.46	10/26				

(Continued on Sheet No. C-58.00)

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## (Continued From Sheet No. C-57.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

# J. Customer Attachment Project Areas (Contd)

## LIVONIA

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
33 1301	Jessica J Ln (Julian Farms)	, \$30.46	02/24			
33 1303	Plymouth W Buell Rd, Oakland	93.69	07/24			
33 1305	E Lovell Dr. Troy	23.54	07/24			
2015273	Salem Rd, Northville	36.83	11/25			
2015304	7 Mile Rd, South Lyon	44.35	08/25			
2015466	Tower Rd, South Lyon	36.57	10/25			
2015470	Napier Rd, South Lyon	20.88	09/25			
2015550	Curtis Rd, Plymouth	72.37	09/25			
20171145	Appaloosa Ln, South Lyon	37.50	07/27			
20181161	Chubb Rd, Northville	70.53	09/28			

(Continued on Sheet No. C-59.00)

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(Continued From Sheet No. C-58.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

## MACOMB

	CAP Area	CAP Charge <u>Per Month</u>	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
2015433	19 Mile Rd, Sterling Heights	\$17.66	09/25			

(Continued on Sheet No. C-60.00)

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(Continued From Sheet No. C-59.00)

## C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

## MARSHALL

		CAP	Billing Month		CAP	Billing Month
			Surcharge		Charge	Surcharge
	CAP Area	Per Month	Expires	CAP Area	Per Month	Expires
2016622	23 Mile Rd, Albion	88.25	08/26			

(Continued on Sheet No. C-61.00)

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| Sissued under authority of the Michigan Public Service Commission dated November 14, 2019 in Case No. U-18249

# (Continued From Sheet No. C-60.00)

# C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

# J. Customer Attachment Project Areas (Contd)

# MIDLAND

	CUDA	CAP Charge	Billing Montl Surchar	h rge	CIPI	CAP Charge	Billing Month Surcharge
	CAP Area	Per Month	Expire	<u>es</u>	CAP Area	Per Month	Expires
24 1301	Secord Twp, Gladwin	\$31.91	01/25	2015400	Siebert Rd, Midland	\$46.09	10/25
24 1305	Ichabod Trl, Beaverton	70.82	12/23	2015403	Clendening Rd, Gladwin	19.37	09/25
24 1306	Beamish Rd, Sanford	49.13	12/23	2015436	Lang Rd, Beaverton	37.91	10/25
24 1308	Chippewa River Rd, Midland	d 45.89	04/24	2015492	N 5 Mile Rd, Midland	31.87	08/25
24 1309	8 Mile Rd, Midland	30.92	03/24	2015661	Hubbard Rd, Midland	32.14	11/25
24 1310	N Perrine Rd, Midland	20.25	12/23	2016750	Magrudder Rd, Coleman	60.32	11/26
24 1311	Sturgeon Rd, Midland	46.05	12/23	2016787	Baker Rd, Hope	38.53	12/26
24 1316	N Perrine Rd #2, Midland	52.91	01/24	2016789	Miller Rd, Midland	24.99	10/26
2014108	N Hope Rd, Midland	27.59	04/25	2016806	Shearer Rd, Midland	51.98	12/26
2014110	Woodcock Rd, Midland	67.71	01/25	2016808	N Sturgeon Rd, Midland	52.08	11/26
2014111	Sturgeon Ave, Midland	22.52	12/24	2016817	Garfield Rd, Auburn	74.23	10/26
2014112	Lake Forest Dr, Sanford	41.18	05/25	2017830	N Sturgeon Rd #2, Midland	51.67	12/28
2014114	Ingersoll Twp, Phase 1,	45.89	03/25	2017850	8 Mile Rd, Midland	51.79	12/27
	Freeland			2017899	Mckinley Rd #2, Midland	77.47	07/28
2014202	E Hubbard Rd #2, Midland	60.86	02/25	2017956	W Ashby Rd, Midland	124.69	10/27
2014205	Bomen Rd North, Secord Tw	vp 31.91	04/25	2017968	S Patterson Rd, Midland	106.66	09/28
2014206	Birch Lane Dr, Beaverton	25.57	06/25	20171032	Shannon Dr, Midland	23.34	11/28
2014207	Deer Ln, Gladwin	28.41	06/25	20171108	E Saiko Rd, Hope	70.58	10/27
2014220	Rogers Rd, Midland	48.67	04/25	20171130	Stewart Rd, Midland	66.78	07/28
2014267	*	32.14	11/25	20171139	Delta Rd, Freeland	74.13	11/27
	N Hawthorne Dr, Midland	40.83	04/25	20181047	Pangborn Rd, Hemlock	59.79	01/29
	N Fern Dr, Midland	49.84	04/25	20181082	Burgess Rd, Beaverton	44.20	11/28
	N Coleman Rd, Shepherd	42.21	04/25	20181147	Takamarak Trl, Hope	47.68	12/28
2015261	Waldo Rd, Midland	41.86	09/25	20181210	Homer Rd, Midland	50.52	11/28
	N Lake Sanford Rd, Sanford		07/25	20181221	S Carter Rd, Freeland #2	70.94	10/29
2015315	Buck Rd, Freeland	45.97	08/25				
2015321	,	50.49	08/25				
2015322	Hi Acre Dr, Gladwin	24.77	08/25				

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# (Continued From Sheet No. C-61.00)

# C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

# owosso

	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
32 1303	S Delaney Rd, Owosso	\$11.19	01/24			
2014163	Aiken Rd, Owosso	63.99	03/25			
2015280	Reed Rd, Durand	77.78	08/25			
2015373	Lake Dr, Owosso	49.89	07/25			
2016668	Lovejoy Rd, Byron	86.64	10/26			
2016799	Lyons Rd, Owosso	61.26	10/26			
2017827	E Lehring Rd, Byron	48.07	10/28			
2017832	Durand Rd, Durand	80.38	12/28			
2017900	Chase Lake Rd, Howell	50.11	08/27			
2017978	Fenner Rd, Ovid	53.69	11/27			
20171057	Nottingham Dr, Laingsbur	g 29.17	09/27			
20171173	S Hollister Rd, Ovid	43.08	10/27			
20181054	State Rd, Corunna	43.39	12/28			
20181085	Chipman Rd, Owosso	46.61	12/28			
20181165	Smith Rd, Owosso	47.14	12/29			

(Continued on Sheet No. C-63.00)

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(Continued From Sheet No. C-62.00)

# C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

# **ROYAL OAK**

		Billing			Billing
	CAP	Month		CAP	Month
	Charge	Surcharge		Charge	Surcharge
CAP Area	Per Month	<b>Expires</b>	CAP Area	Per Month	Expires

No current projects

(Continued on Sheet No. C-64.00)

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# (Continued From Sheet No. C-63.00)

# C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

# J. Customer Attachment Project Areas (Contd)

# **SAGINAW**

	CAP Area	CAP Charge Per Month	Billing Montl Surchan Expire	h rge	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
		1 01 1/1011011			0.11 11100	10111011011	
25 1302	Marshall/Lange, Birch Run	\$40.90	12/23	2015516	S Lewis Rd, Vassar	\$57.77	10/25
25 1303	Birch Run/Dorwood Rd, Bu			2015540	Niver Rd, Oakley	22.82	11/25
25 1305	Wadsworth Rd, Saginaw	61.78		2015547	Bradley Rd, Frankenmuth	52.47	11/26
25 1307	Bray Rd, Vassar	31.79		2015585	Dorwood Rd, Saginaw	47.58	08/26
25 1309	N Block Rd, Reese	41.96		2016602	Dorwood Rd, Birch Run	41.28	12/27
25 1310	S Quanicassee Rd, Reese	18.65	06/24	2016612	Hack Rd, Saginaw	43.43	08/26
25 1311	McIntosh Rd, Birch Run	45.11	01/24	2016695	Baldwin Rd, Chesaning	39.64	09/26
25 1313	Fulmer Rd/Arbela Rd,	82.00	06/24	2016719	King Rd, Frankenmuth	80.65	11/26
	Millington			2016720	S Beyer Rd, Frankenmuth	93.49	11/26
25 1314	Brown Rd, Millington	45.92	07/24	2016724	N Dehmel Rd, Reese	53.84	09/26
25 1315	Dixon Rd, Reese	43.69	06/24	2016731	Bender Rd, Frankenmuth	80.13	11/26
25 1316	Herzog Rd, Bridgeport	107.21	06/24	2016760	Canada Rd, Birch Run	42.59	09/26
25 1317	Wahl Rd, St Charles	74.46	12/23	2016767	Chesaning Rd, Chesaning	52.25	09/26
25 1402	E Townline Rd, Frankenmut	h 31.82	07/24	2016781	W Vassar Rd, Reese	97.45	09/26
2014115	S Beyer Rd, Birch Run	44.92	11/24	2016809	Holland Rd, Saginaw	151.25	11/26
2014116	Warnick Rd, Frankenmuth	41.74	11/24	2016818	Hemlock Rd, Hemlock	51.01	10/26
2014117	Rathbun Way, Birch Run	30.50	03/25	2017823	Garfield Rd, Freeland	72.00	09/27
2014118	Dempsey Rd, St Charles	41.74	02/25	2017841	Belsay Rd #2, Millington	60.90	10/27
2014119	Block Rd, Birch Run	61.20	03/25	2017854	Hanes Rd #2, Vassar	51.64	01/28
2014126	Hanes Rd, Vassar	28.97	04/25	2017878	Elms Rd, Birch Run	72.40	11/27
2014208	Marshall/Burt Rd,	45.11	03/25	2017902	Geddes Rd, Saginaw	66.71	12/27
	Birch Run			2017945	Willard Rd, Birch Run	41.40	12/27
	Teft Rd, St Charles	46.18	03/25	2017964	Townline Rd, Birch Run	54.90	11/27
2015231	Dixon & Quanicassee Rd,	53.85	04/25	20171008	Spencer Rd, Hemlock	78.41	01/28
	Reese			20171048	Peet Rd, Chesaning	49.63	11/27
	N Graham Rd, Freeland	61.23		20171087	Seymour Rd, Montrose	59.15	12/28
2015248	Moorish Rd, Birch Run	56.02	06/25	20171120	Lone Rd, Freeland	47.70	12/27
	Pettit Rd, Birch Run	80.84		20171127	,	52.12	11/27
	Wilkinson Rd, Freeland	54.42		20171129	S Schreiber Rd, Freeland	58.95	09/27
2015302	N Graham Rd 2, Freeland	47.63			Pierce Rd, Freeland	45.24	08/28
	Schomaker Rd, Saginaw	48.23			Hotchkiss Rd, Freeland	56.20	10/27
2015337	1 3	35.25			S Reese Rd, Reese	47.90	12/28
2015380	Freewald Blvd, Millington	54.09			Carter Rd, Freeland	59.57	11/28
2015453	*	55.22			Niver Rd #2, Oakley	22.85	11/28
2015457	S Dehmel Rd,	49.57	09/25	20181020	2	71.87	10/28
	Frankenmuth			20181049	2	66.61	10/28
2015490	Dehmel Rd, Birch Run	43.95	09/25	20181112	Graham Rd #2, Saginaw	37.82	12/29

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

### C9. ENERGY EFFICIENCY

C9.1 Energy Efficiency Program - Gas

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

Michigan Public Service Commission

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

# **INTENT OF SECTION C - PART III**

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

#### C10. CUSTOMER DEPOSITS

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

### C11. SHUTOFF OF SERVICE

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

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

# **INTENT OF SECTION C - PART IV**

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

#### C17. CUSTOMER DATA PRIVACY

#### C17.1. Definitions

- A. "Aggregated Data" means any Consumption Data or Customer Account Information, from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.
- B. "Contractor" means an entity or person performing a function or service under contract with or on behalf of the Company, including customer service, demand response, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing natural gas service.
- C. "Customer" means a purchaser of natural gas that is supplied or distributed by a utility for residential or Non-Residential purposes
- D. "Customer Account Information" means personally identifiable information including customer address, contact information, payment history, account number, and amount billed. Customer Account Information also includes information received by the Company from the Customer for purposes of participating in regulated utility programs, including, but not limited to, bill payment assistance, shutoff protection, renewable energy, demand-side management, load management, or energy efficiency.
- E. "Consumption Data" means customer specific electric usage data, or weather adjusted data, including but not limited to kW, kWh, voltage, var, power factor, and other information that is collected by the electric meter by the Company and stored in its systems.
- F. "Informed Customer Consent" means, in the case where consent is required: (1) the Customer is provided with a clear statement of the data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) process by which the Customer may revoke consent. In no case shall silence by the Customer ever be construed to mean express or implied consent to a request by the Company, or its Contractors. Customer consent may be documented in writing, electronically, or through recording of an oral communication.
- G. "Personal Data" means specific pieces of information collected or known by the Company that merit special protection including the standard types of positive identification information used to establish an account. Personal Data includes, but is not limited to, name and address in conjunction with birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver's license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.
- H. "Primary Purpose" means the collection, use, or disclosure of information collected by the Company or supplied by the Customer in order to: (1) provide, bill, or collect for, regulated natural gas service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized by an order of the Commission; (4) plan, implement, or evaluate programs, products or services related to energy assistance, demand response, energy management, energy efficiency, or renewable energy by the Company or under contract with the Company, under contract with the Commission, or as part of a Commission-authorized program conducted by an entity under the supervision of the Commission, or pursuant to state or federal statutes governing energy assistance.

(Continued on Sheet No. C-68.00)

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### (Continued from Sheet No. C-67.00)

### C17. CUSTOMER DATA PRIVACY (Contd)

# C17.1. Definitions (Contd)

- I. "Secondary Purpose" means any purpose that is not a Primary Purpose.
- J. "Standard Usage Information" means the usage data that is made generally available by the gas utility to all similarly situated Customers on a regular basis, delivered by the gas utility in a standard format.
- K. "Third-party" means a person or entity that has no contractual relationship with the Company to perform services or act on behalf of the Company.
- L. "Weather Adjusted Data" means gas consumption data for a given period that has been normalized using stated period's heating or cooling degree days.
- M. "Written Consent" means a signed form with the customer's signature received by the Company through mail, facsimile, or email. A customer may also digitally sign a form that is transmitted to the Company.

#### C17.2 Collection and Use of Data and Information

- A. The Company collects Customer Account Information, Consumption Data, and Personal Data as necessary to accomplish Primary Purposes only.
- B. The Company may collect and use Customer Account Information, Consumption Data, and Personal Data for Primary Purposes without Informed Customer Consent.
- C. Informed Customer Consent is necessary before collection, use, or disclosure of Customer Account Information, Consumption Data, and Personal Data for Secondary Purposes.
- D. The Company will not sell Customer Account Information, Consumption Data, and Personal Data except in connection with sales of certain aged receivables to collection firms for purposes of removing this liability from its accounts.

#### C17.3 Disclosure without Informed Customer Consent

- A. The Company shall disclose Customer Account Information, Consumption Data, or Personal Data when required by law or Commission rules. This includes law enforcement requests supported by warrants or court orders specifically naming the Customers whose information is sought, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.
- B. Informed Customer Consent is not required for the disclosure of customer name and address to a provider of a value-added program or service, regardless of whether that provider is a utility affiliate or other entity within the corporate structure or a third party provider, in compliance with MCL 460.10ee(10)(a) and Mich Admin Code, R 460.10109(2) or a value-added program or service competitor in compliance with MCL 460.10ee(10)(a) and Mich Admin Code, R 460.10109(2).
- C. The Company may disclose Customer Account Information, Consumption Data, or Personal Data in the context of a business transaction such as an asset sale or merger to the extent permitted by law.

(Continued on Sheet No. C-69.00)

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(Continued from Sheet No. C-68.00)

# C17. CUSTOMER DATA PRIVACY (Contd)

#### C17.4 Disclosure to Contractors

- A. The Company only shares information in the smallest increment necessary for the Contractor to provide service to the Company. When practical, the Company shall only provide Aggregated Data to a Contractor.
- B. Contracts between the Company and its Contractors specify that all Contractors are held to the same confidentiality and privacy standards as the Company, its employees, and its operations. These contracts also prohibit Contractors from using any information supplied by the Company for Secondary Purposes.
- C. The Company requires its Contractors who maintain Customer Account Information to implement and maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These data security procedures and practices shall be designed to protect the Customer Account Information, Consumption Data, and Personal Data from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contractor shall meet or exceed the data privacy and security policies and procedures used by the Company to protect Customer Account Information, Consumption Data, and Personal Data.
- D. The Company requires Contractors to return or destroy any Customer Account Information, Consumption Data, or Personal Data that is no longer necessary for the purpose for which is was transferred.
- E. The Company maintains records of the disclosure of customer data to Contractors in accordance with Company record retention policies and Commission rules. These records include all contracts with the Contractor and all executed non-disclosure agreements.
- F. A Customer may request that his or her Customer Account Information or Consumption Data be released to a Third-party of the Customer's choice. Once the Company verifies the Customer's request, the Company is not responsible for loss, theft, alteration, or misuse of the data by Third-parties or Customers after the information has been transferred to the Customer or the Customer's designated Third-party.

# C17.5. Customer Access to Data

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

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

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

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#### (Continued from Sheet No. C-69.00)

# C17. CUSTOMER DATA PRIVACY (Contd)

# C17.5. Customer Access to Data (Contd)

- B. Customers have the right to share their own Customer Account Information, Consumption Data, or Personal Data with Third-parties of their choice to obtain services or products provided by those Third-parties. The Customer must provide the Company with signed Written Consent via a Standard Company form that authorizes a Third-party access to their Customer Account Information, Consumption Data, or Personal Data. This form can be provided to the customer upon request by telephone or requested from the Company's website. Once Informed Customer Consent has been received and validated, the Company shall release the requested customer data to the specific Third-party within 10 business days. The Company is not responsible for unauthorized disclosure or use of this information by a Third-party.
- C. Customers have the opportunity to request corrections or amendments to Customer Account Information or Personal Data that the Company collects, stores, uses or distributes. Requests of this nature shall be made in writing.
- D. Fulfilling certain requests for data in accordance with the provisions of this tariff is consistent with the provision of normal utility service to our Customers. When the data requested is Standard Usage Information, the request will be fulfilled without charge. Some requests for information extend beyond Standard Usage Information. Fulfilling these requests requires special data processing that is not a part of normal utility service and results in expenses that would not otherwise be incurred. Such requests are fulfilled at the discretion of the Company within the parameters of this Data Privacy Tariff. The costs of fulfilling any special requests shall be borne solely by the Customer, and be based on the specifics of the data request and the associated costs of developing, processing, and transmitting the requested data.

# C17.6. Customer Notice of Privacy Policies

- A. Notice of the Company's privacy policies is prominently posted on the Company's website. The notice includes a customer service phone number and Internet address where Customers may direct additional questions or obtain additional information regarding how to obtain customer data or more information about the Company's privacy policies and procedures.
- B. Customers receive a copy of the privacy policy upon initiating utility service with the Company. The Company shall provide a written copy of these privacy policies upon Customer request.

### C17.7. Limitation of Liability

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

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### (Continued from Sheet No. C-70.00)

# C18. MI Clean Air Program

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

# C18A. Carbon Offset Program

# A. Eligibility

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

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

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

### B. Definitions

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

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

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

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

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

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

(Continued on Sheet No. C-72.00)

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# (Continued from Sheet No. C-71.00)

### C18. MI Clean Air Program (Contd)

# C18A. Carbon Offset Program (Contd)

# C. Carbon Offset Program Option A

# (1) Customer Eligibility

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

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

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

# (2) Enrollment

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

# (3) Subscription Payments

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

# (4) Term and Form of Contract

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

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

(Continued on Sheet No. C-73.00)

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### (Continued from Sheet No. C-72.00)

#### C18. MI Clean Air Program (Contd)

# C18A. Carbon Offset Program (Contd)

# D. Carbon Offset Program Option B

# (1) Customer Eligibility

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

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

# (2) Enrollment

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

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

#### (3) Subscription Payments

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

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

### (4) Term and Form of Contract

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

(Continued on Sheet No. C-74.00)

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# (Continued from Sheet No. C-73.00)

# C18. MI Clean Air Program (Contd)

# C18B. Renewable Natural Gas Program

#### A. Eligibility

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

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

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

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

The Company can discontinue the RNG program at its discretion.

# B. Renewable Natural Gas Program Option A

# (1) Customer Eligibility

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

# (2) Enrollment

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

(Continued on Sheet No. C-75.00)

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# (Continued from Sheet No. C-74.00)

### C18. MI Clean Air Program (Contd)

# C18B. Renewable Natural Gas Program(Contd)

- B. Renewable Natural Gas Program Option A (Contd)
  - (3) Monthly Rate
    - (a) Billing
      - (i) Standard Rate: The Customer shall pay all applicable Full Service monthly standard tariff charges for their Full Service rate, plus the RNG Program Subscription Charge based on the Customer's selected subscription level.
      - (ii) Subscription Charge: The Subscription Charge shall be a cost per Mcf based on the cost of energy, plus an administrative fee to support program administration and marketing. The Subscription Charge shall be applied to the percentage of consumption the customer contracted to the RNG Program and is designed to fully recover Program costs.
  - (4) Term and Form of Contract

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

(5) Early Termination of Contract

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

- C. Renewable Natural Gas Program Option B
  - (1) Customer Eligibility

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

(2) Enrollment

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

(Continued on Sheet No. C-76.00)

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# (Continued from Sheet No. C-75.00)

### C18. MI Clean Air Program (Contd)

#### C18B. Renewable Natural Gas Program(Contd)

- C. Renewable Natural Gas Program Option B (Contd)
  - (3) Monthly Rate
    - (a) Billing
      - (i) Standard Rate: The customer shall pay all applicable Full Service monthly standard tariff charges for their Full Service rate plus the RNG Program subscription charge based on the customer's selected subscription level.
      - (ii) Subscription Charge: The Subscription Charge shall be a cost per Mcf based on the cost of energy, plus an administrative fee to support program administration and marketing. The Subscription Charge shall be applied to the percentage of consumption the customer contracted to the RNG Program and is designed to fully recover Program costs.
  - (4) Term and Form of Contract

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

(5) Early Termination of Contract

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

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# SECTION D RATE SCHEDULES

### GENERAL TERMS AND CONDITIONS OF THE RATE SCHEDULES

- A. Bills for utility service are subject to Michigan State Sales Tax. Customers may file a request with the Company for partial or total exemption from the application of sales tax in accordance with the laws of the State of Michigan and the rules of the Michigan State Department of Treasury.
- B. Bills shall be increased within the limits of political subdivisions which levy special taxes, license fees or rentals against the Company's property, or its operation, or the production and/or sale of gas, to offset such special charges and thereby prevent other customers from being compelled to share such local increases.
- C. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority upon the Company's production or sale of gas.
- D. A customer that commences service under any of the Company's Rate Schedules thereby agrees to abide by all of the applicable Rules and Regulations contained in this Rate Book for Natural Gas Service.
- E. Bills shall be increased within the limits of political subdivisions which adopt ordinances that require the Company to provide special services not generally provided to other political subdivisions, when such special services increase the cost of service with the political subdivision, in order to offset such costs and thereby prevent other customers from being compelled to share such local interests.

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

Energy Efficiency (1) Program Surcharge (Case No. *U-21557*) Effective beginning the January 2025 Billing Month (2)(3)

(3)
(3)
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- (1) All surcharges shall be applied on a monthly basis. The customer's consumption will be reviewed annually in the January bill month. Following the annual review, the customer may be subsequently moved to the surcharge level for their applicable rate for the next billing period based on the customer's average consumption for the previous year. No retroactive adjustment will be made due to the application of EE surcharges associated with increases or decreases in consumption.
- (2) An Energy Efficiency Program Surcharge amount may vary during specific months as authorized by the Michigan Public Service Commission. The Company will file a new tariff sheet to reflect any change in surcharges once the financial incentive recovery period has been completed.
- (3) The Energy Efficiency Program Surcharge for each rate will be shown as above on the monthly utility bill under Other Surcharges for all customers.

Issued December 13, 2024 by Garrick J. Rochow, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service
Commission

December 20, 2024

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Effective for bills rendered on and after the Company's January 2025 Billing Month

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

Energy Efficiency
Large Gas Transportation
Opt-Out
Program Surcharge (1)
(Case No. U-21321)
Effective beginning the
March 2024

Rate Schedule	Billing Month
Rate A	NA
Rate A-1	NA
Rate GS-1	NA
Rate GS-2	NA
Rate GS-3	NA
Rate GL	NA
Rate ST	
> 100,000 / Year	\$0.0132/Mcf
Rate LT	
> 100,000 / Year	0.0132/Mcf
Rate XLT	
> 100,000 / Year	0.0132/Mcf
Rate XXLT	
> 100,000 / Year	0.0132/Mcf
Rate CC	NA
Rate TOT	NA

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

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August 21, 2024

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Effective for service rendered on and after October 1, 2024

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

Issued June 14, 2024 by Garrick J. Rochow, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service Commission

June 18, 2024

Filed by: DW

Effective for bills rendered on and after the Company's October 2023 Billing Month

Home Products Credit (Case No. U-21490) Effective for service rendered on and after October 1, 2024

Rate Schedule

Rate Schedule	on and after October 1, 2024
Rate A	\$(0.1428)/Mcf
Rate A-1	(0.1428)/Mcf
Rate GS-1	(0.1033)/Mcf
Rate GS-2	(0.0623)/Mcf
Rate GS-3	(0.0466)/Mcf
Rate GL	NA
Rate ST	(0.0290)/Mcf
Rate LT	(0.0201)/Mcf
Rate XLT	(0.0152)/Mcf
Rate XXLT	(0.0085)/Mcf
Rate TOT	NA
Rate CC	Per applicable distribution

Michigan Public Service Commission

August 21, 2024

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

Issued June 14, 2024 by Garrick J. Rochow, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service Commission

June 18, 2024

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

Issued February 11, 2020 by Patti Poppe, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service Commission Effective for bills rendered on and after the Company's January 2020 Billing Month

February 12, 2020

Filed DBR

# GAS COST RECOVERY (GCR) FACTORS

2024-2025 Plan Case	Maximum Allowable GCR Factor \$/Mcf (Subject to Ceiling Price Adjustment)	Actual GCR Factor Billed \$/Mcf
Billing Months	\$3.1948	\$2.8990
April 2024 May 2024	3.1948	\$2.8990 2.7240
May 2024 June 2024		
	3.1948	2.7106
July 2024	3.1948	2.8017
August 2024	3.1948	2.6603
September 2024	3.1948	2.5408
October 2024	3.1948	2.5264
November 2024	3.1948	2.6467
December 2024	3.1948	2.4803
January 2025	3.1948	2.5276
February 2025	3.1948	2.5135
March 2025	3.1948	2.3828
2025-2026 Plan Case	Maximum Allowable GCR Factor \$/Mcf	Actual GCR Factor Billed
2025-2026 Plan Case Billing Months	Maximum Allowable GCR Factor \$/Mcf (Subject to Ceiling Price Adjustment)	Actual GCR Factor Billed \$/Mcf
	•	
Billing Months	(Subject to Ceiling Price Adjustment)	\$/Mcf
Billing Months April 2025	(Subject to Ceiling Price Adjustment) \$4.2233	\$/Mcf \$4.2233
Billing Months April 2025 May 2025	(Subject to Ceiling Price Adjustment) \$4.2233	\$/Mcf \$4.2233
Billing Months April 2025 May 2025 June 2025 July 2025	(Subject to Ceiling Price Adjustment) \$4.2233	\$/Mcf \$4.2233
Billing Months April 2025 May 2025 June 2025	(Subject to Ceiling Price Adjustment) \$4.2233	\$/Mcf \$4.2233
Billing Months April 2025 May 2025 June 2025 July 2025 August 2025	(Subject to Ceiling Price Adjustment) \$4.2233	\$/Mcf \$4.2233
Billing Months April 2025 May 2025 June 2025 July 2025 August 2025 September 2025	(Subject to Ceiling Price Adjustment) \$4.2233	\$/Mcf \$4.2233
Billing Months April 2025 May 2025 June 2025 July 2025 August 2025 September 2025 October 2025	(Subject to Ceiling Price Adjustment) \$4.2233	\$/Mcf \$4.2233
Billing Months April 2025 May 2025 June 2025 July 2025 August 2025 September 2025 October 2025 November 2025 December 2025	(Subject to Ceiling Price Adjustment) \$4.2233	\$/Mcf \$4.2233
Billing Months April 2025 May 2025 June 2025 July 2025 August 2025 September 2025 October 2025 November 2025	(Subject to Ceiling Price Adjustment) \$4.2233	\$/Mcf \$4.2233

The listed monthly Gas Cost Recovery (GCR) factors are authorized pursuant to Rule No. C7., Gas Cost Recovery Clause and Standard Refund Procedures. The Maximum Allowable GCR Factors shown above are subject to adjustment pursuant to the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism beginning on Sheet No. D-6.00 for the April 2025 through March 2026 period. Sheet No. D-5.00 will be updated if adjustments are made pursuant to this mechanism. The Commission is authorized to approve GCR ceiling price adjustments contingent on future events pursuant to Section 6h(6) of 1982 PA 304, as amended.

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

The Company has filed for Maximum Allowable GCR Factors for April 2025 – March 2026 in Case No. U-21606 currently pending before the Michigan Public Service Commission. Pursuant to MCL 460.6h, the Company will adjust its rates to incorporate all or part of the requested factors as filed, including contingent factors, until the issuance of an order in Case No. U-21606.

The Company will file on or before December 31, 2025 for Maximum Allowable GCR Factors for April 2025 – March 2026 pursuant to MCL 460.6h.

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

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Michigan Public Service
Commission

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Issued under authority of the 1982 PA 304 Section 6h and the Michigan Public Service Commission in Case No. U-21606

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

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

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

#### Definitions:

NYMEX Futures Month Prices NYMEX natural gas futures month settlement prices for

the first five trading days (in \$/MMBtu).

Michigan Futures Month Basis The Consumers city-gate natural gas basis prices from

Argus Media for the first five trading days (in \$/MMBtu).

5-day Average Michigan Futures Strip Five day average of the sum of the NYMEX Futures Month

Prices and the Michigan Futures Month Basis for the

remaining months of the GCR period.

Michigan Price Forecast Average of the actual monthly Consumers city-gate Index

Prices published by S&P Global Platts

for months in which they have become available and the 5-day Average Michigan Futures Strip.

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

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

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

(Continued on Sheet No. D-7.00)

Issued March 14, 2025 by Garrick J. Rochow, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service Commission

March 24, 2025

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

(Continued From Sheet No. D-6.00)

12-month Plan Michigan Price Forecast Base GCR Ceiling Factor Fractional Multiplier \$3.1137/MMBtu \$3.2111/Mcf 0.8435

# Contingent GCR Ceiling Factor

Michigan Price		Michigan Price		Michigan Price	
Forecast Increase	<u>\$/Mcf</u>	Forecast Increase	<u>\$/Mcf</u>	Forecast Increase	<u>\$/Mcf</u>
<\$0.05	\$3.2111	<\$1.05	\$4.0546	<\$2.05	\$4.8981
< 0.10	3.2533	<1.10	4.0968	< 2.10	4.9403
< 0.15	3.2955	<1.15	4.1390	< 2.15	4.9825
< 0.20	3.3376	<1.20	4.1811	< 2.20	5.0246
< 0.25	3.3798	<1.25	4.2233	< 2.25	5.0668
< 0.30	3.4220	<1.30	4.2655	< 2.30	5.1090
< 0.35	3.4642	<1.35	4.3077	< 2.35	5.1512
< 0.40	3.5063	<1.40	4.3498	< 2.40	5.1933
< 0.45	3.5485	<1.45	4.3920	< 2.45	5.2355
< 0.50	3.5907	<1.50	4.4342	< 2.50	5.2777
< 0.55	3.6329	<1.55	4.4764	< 2.55	5.3199
< 0.60	3.6750	<1.60	4.5185	< 2.60	5.3620
< 0.65	3.7172	<1.65	4.5607	< 2.65	5.4042
< 0.70	3.7594	<1.70	4.6029	< 2.70	5.4464
< 0.75	3.8016	<1.75	4.6451	< 2.75	5.4886
< 0.80	3.8437	<1.80	4.6872	< 2.80	5.5307
< 0.85	3.8859	<1.85	4.7294	< 2.85	5.5729
< 0.90	3.9281	<1.90	4.7716	< 2.90	5.6151
< 0.95	3.9703	<1.95	4.8138	< 2.95	5.6573
<1.00	4.0124	< 2.00	4.8559	< 3.00	5.6994
				<u>≥</u> 3.00	5.7416

Issued March 14, 2025 by Garrick J. Rochow, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service Commission

March 24, 2025

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Effective for bills rendered for the April 2025 – March 2026 Billing Months

Issued under authority of 1982 PA 304 Section 6h and the Michigan Public Service Commission in Case No. U-21606

# **RATE CATEGORIES**

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

(Continued on Sheet No. D-9.00)

Issued September 13, 2022 by Garrick J. Rochow, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service Commission September 20, 2022 Effective for service rendered on and after October 1, 2022

(Continued From Sheet No. D-8.00)

# **RATE CATEGORIES (Contd)**

<u>Description</u>	Rate Category
GENERAL SERVICE OUTDOOR LIGHTING RATE GL - Commercial	048
TRANSPORTATION SERVICE RATE	
Small, Cost-Based	ST
Large, Cost-Based	LT
Extremely Large, Cost-Based	XLT
Extra Extremely Large, Cost-Based	XXLT
TRANSMISSION ONLY TRANSPORTATION SERVICE RATE TOT	TOT
CUSTOMER CHOICE RATE CC	CC

# RESIDENTIAL SERVICE RATE A

# Availability

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

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

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

# **Monthly Rate**

# **Customer Charge**

\$15.00 per customer per month, plus

#### **Income Assistance Service Provision:**

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

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

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

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

Income Assistance Credit: \$(15.00) per customer per month

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

# Low Income Assistance Credit (LIAC):

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

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

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

The monthly credit for LIAC shall be applied as follows:

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

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

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

(Continued on Sheet No. D-11.00)

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Michigan Public Service Commission

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# RESIDENTIAL SERVICE RATE A

(Continued From Sheet No. D-10.00)

# **Monthly Rate (Contd)**

# **Distribution Charge**

\$5.1950 per Mcf for all Mcf purchased.

### **Gas Cost Recovery Charge**

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

# **General Terms and Surcharges**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet Nos. D-2.00 through D-4.00.

# Minimum Charge

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

### **Due Date and Late Payment Charge**

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

### **Term and Form of Contract**

Service under this rate shall not require a written contract.

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# MULTIFAMILY DWELLING SERVICE RATE A-1

# Availability

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

#### **Monthly Rate**

# **Customer Charge**

\$15.00 per month

# **Distribution Charge**

\$5.1950 per Mcf for all Mcf purchased plus \$0.0913 per Mcf of excess peak demand

# **Gas Cost Recovery Charge**

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

### **General Terms and Surcharges**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet Nos. D-2.00 through D-4.00.

# Minimum Charge

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

# **Due Date and Late Payment Charge**

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

### **Determination of Excess Peak Demand**

The Mcf used for billing the excess demand shall be equal to all usage in excess of 45 Mcf in the peak month. The peak month shall be that month in the latest 12 months in which the greatest consumption occurred.

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

# **Term and Form of Contract**

Service under this rate shall not require a written contract.

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August 21 2024

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

# Availability

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

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

# **Monthly Rate**

	Service Category			
	GS-1	GS-2	GS-3	
Principal Customer Charge Contiguous Customer Charge	\$18.00/meter 14.00/meter	\$133.32/meter 40.00/meter	\$324.50/meter 80.00/meter	
Distribution Charge	\$4.9147/Mcf	\$3.5306/Mcf	\$3.3012/Mcf	

### **Selection of Service Category and Rates**

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

### **Gas Cost Recovery Charge**

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

# **General Terms and Surcharges**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet Nos. D-2.00 through D-4.00.

# Minimum Charge

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

# **Due Date and Late Payment Charge**

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

# **Term and Form of Contract**

Service under this rate shall not require a written contract.

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# GENERAL SERVICE OUTDOOR LIGHTING RATE GL

This Rate Is Not Open to New Business

# Availability

Subject to any restrictions, this rate is available to any commercial or industrial customer for streetlighting or outdoor area lighting service for any system consisting of two or more gas luminaires where the Company has an existing gas distribution system.

### **Nature of Service**

The customer shall furnish the necessary posts, luminaires and fixtures. The Company shall install this equipment and make all connections to its gas distribution system. The Company shall supply the gas, renew the mantles, clean the luminaires and paint all metal parts as needed; all other renewals and maintenance shall be paid for by the customer.

# **Monthly Rate**

\$6.00 per luminaire having a rated consumption of 2.5 cubic feet or less per hour.

\$11.00 per luminaire having a rated consumption of more than 2.5 cubic feet but not more than 4.5 cubic feet per hour.

# **General Terms and Surcharges**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet Nos. D-2.00 through D-4.00.

### **Due Date and Late Payment Charge**

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

# **Term and Form of Contract**

Minimum term of three years on written contract and year to year thereafter until terminated by mutual consent or upon three months' written notice given by either party.

# **Special Terms and Conditions**

The Company reserves the right to make special contractual arrangements as to term or duration of contract, termination charges, contributions in aid of construction, monthly charges or other special consideration when the customer requests service, equipment or facilities not normally provided under this rate.

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# SECTION E TRANSPORTATION SERVICE GAS TRANSPORTATION STANDARDS AND BILLING PRACTICES

### E1. GENERAL PROVISIONS AND DEFINITIONS

### E1.1 Definitions.

As used in this section:

- (a) "Account" shall mean customer's facilities and operations directly connected with the individual facilities identified in the transportation contract between the Company and the customer. The gas for each account being measured by a single Company meter.
- (b) "Allowance for Use and Loss" is defined in Rule E4.1.D. in this Section E.
- (c) "Annual Contract Quantity" (ACQ) means the greatest quantity of gas that can be delivered for transportation on the customer's behalf for any given year as specified in the contract. The contracted ACQ shall be adjusted based on the customer's highest consecutive 12-month usage determined from the latest 36 months of data except that the ACQ may be adjusted, at the Company's sole discretion, for known or expected changes, or special operating conditions. The Company will conduct a review of the customer's ACQ once each 5-year period and may adjust the ACQ value based on the highest consecutive 12-month usage determined from the latest 36 months of data as adjusted. The Company may review and adjust a customer's ACQ if the customer requests a change to their gas transportation agreement.
- (d) "Authorized Tolerance Level" means 2.0%, 4.0%, 6.5%, 7.5%, 8.5%, 9.5%, or 10.5% of the customer's ACO.
- (e) "Business Day" means Monday through Friday, excluding Company holidays.
- (f) "Cubic Foot of Gas" means the volume of gas which occupies one cubic foot when such gas is at a temperature of sixty degrees (60°) Fahrenheit and at a pressure base of fourteen and sixty-five hundredths (14.65) psia dry.
- (g) "Day" means a period of 24 consecutive hours (23 hours when changing from Standard to Daylight Time and 25 hours when changing back to Standard Time) beginning at 10:00 AM Eastern Clock Time or at such other time as may be mutually agreed.
- (h) "Designated Sales Rate" means the rate under which the customer would take service if purchasing system-sales service.
- "Gas" means natural gas, manufactured gas or a combination of the two which meets the "quality" standards as specified in Rule E3., Gas Quality, in this Section E.
- (j) "Gas Rate Book" means the standard rules and regulations and rates governing the sale of natural gas service as approved by the Michigan Public Service Commission.
- (k) "Load Balancing Charge" is defined on the Transportation Service Rate Schedules.
- (1) "Maximum Daily Quantity" (MDQ) means the greatest quantity of Gas that can be delivered for transportation on the customer's behalf on any Day. The MDQ shall not exceed the customer's peak monthly usage in the last 36 months of such service divided by 30, multiplied by 110% and adjusted, at the Company's sole discretion, for known or expected changes or special operating conditions. The Company will conduct a review of the customer's MDQ once each 5-year period and may adjust the MDQ value based on the preceding 36 months of data. The Company may review and adjust a customer's MDQ if the customer requests a change to their gas transportation agreement.
- (m) "MMBtu" means one million Btu.
- (n) "Month," except as provided with respect to billing, means a period beginning at 10:00 AM Eastern Clock Time on the first Day of a calendar month and ending at 10:00 AM Eastern Clock Time on the first Day of the following calendar month or at such other time as may be mutually agreed.

(Continued on Sheet No. E-2.00) Effective for service rendered on

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### (Continued From Sheet No. E-1.00)

# E1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

#### E1.1 Definitions. (Contd)

- (o) "Nominations" means the process by which the customer or the customer's agent notifies the Company of expected transportation quantities.
- (p) "Operational Flow Order or OFO" is a directive the Company issues requiring customers to nominate and deliver flowing gas supply onto the Company's system during a specified Gas Day(s) either, 1) a maximum daily quantity (OFODQ Max), or 2) a minimum daily quantity (OFODQ Min), or 3) due to customer's special operating conditions as determined by the Company a quantity specified in the Contract between the customer and Company. An OFO will be issued to alleviate conditions that, in the sole judgment of Company, jeopardize the operations or integrity of the Company's system. An OFO may include, but is not limited to, any of the following flow requirements:
  - (1) An OFO that is applicable to all customers,
  - (2) An OFO to customers within an affected region,
  - (3) An OFO applicable to specific large customers,
  - (4) Restrictions to a customer with special operating conditions,
  - (5) Directions to deliver gas to points specified by the utility.
- (q) "Operational Flow Order Daily Quantity Maximum or OFODQ Max" means a maximum daily quantity of gas supply that a customer will be allowed to nominate and deliver to Company during a Gas Day(s), typically during extreme warm weather or other operational constraints, and only after Company has invoked an Operational Flow Order.
- (r) "Operational Flow Order Daily Quantity Minimum or OFODQ Min" means a minimum daily quantity of gas supply that a customer will be required to nominate and deliver during a Gas Day(s), typically during extreme cold weather or other operational constraints, and only after Company has invoked an Operational Flow Order. If nominations in place when OFO is issued exceed the OFODQ Min, then the customer will be required to maintain nominated amounts for the OFO period.
- (s) "Total Heating Value Per Cubic Foot" means the number of Btu produced by the combustion, at constant pressure, of one Cubic Foot of Gas, with air of the same pressure and temperature as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by the combustion is condensed to the liquid state. This definition applies regardless of the equipment used to determine the total heating value per cubic foot.
- (t) "Unauthorized Gas Usage Charge" is defined on the Transportation Service Rate Schedule.

# E1.2 Application of Rules.

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

(Continued on Sheet No. E-2.10)

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Michigan Public Service Commission November 23, 2021

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(Continued From Sheet No. E-2.00)

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

#### E1.3 Possession of Gas.

# A. Responsibility for Gas

The Company and the customer shall each be responsible for its own equipment, facilities and Gas on its own side of a delivery point. The customer shall have good title or good right to make delivery and, further, shall warrant for itself, its successors and assigns that such Gas shall be free and clear of all liens, encumbrances, and claims whatsoever. With respect to any such adverse claim that may arise to said Gas or to royalties, taxes, license fees or charges thereon, the customer shall indemnify and save the Company harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of same.

# B. Indemnification of the Company

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

# E2. RECORDS, ACCOUNTING AND CONTROL

### **E2.1** Transmittal of Notices, Bills and Payments.

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

(Continued on Sheet No. E-3.00)

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#### (Continued From Sheet No. E-2.10)

## E2. RECORDS, ACCOUNTING AND CONTROL (Contd)

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

- A. If the customer designates some other party as agent for purposes of nominating, and of giving and receiving notices, the customer shall provide the Company with written notice of such designation. Any such designation shall be effective *for a period of 5 (five) years unless* revoked in writing by the customer.
- B. All Nominations shall be submitted by facsimile, e-mail or an available electronic nomination system.
- C. Daily: The customer or the customer's authorized representative shall notify the Company's Gas Transportation Services Department of the daily quantity of Gas (in MMBtu) that the customer is nominating for delivery to the Company on behalf of the customer. Such Nominations shall be submitted by 2:00 PM Eastern Clock Time on the Business Day prior to the effective Day of the proposed delivery. Nominations made after the 2:00 PM deadline shall be accepted at the sole discretion of the Company. Customers are required to have nomination on file for each Day of the Month. (A single nomination shall be assumed to apply for each subsequent Day of the Month, unless otherwise indicated.)
- D. The customer or the customer's authorized representative may transfer all or any portion of their Gas balance to another customer. The customer from whom the Gas is transferred shall be charged a \$25 fee. Such transactions are prospective and may not be used to avoid penalties once charged.
- E. The Company may at its sole discretion, allow one transfer of Gas per Month between customers. The customer to whom the Gas is transferred shall be charged a \$500 fee. Such transfers shall be received by the Company prior to 2:00 PM Eastern Clock Time one Business Day prior to the last business Day of that Month.

#### E2.3 Customer Data

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

#### E3. GAS QUALITY

## E3.1 Quality.

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

- A. Gas shall not contain more than 0.0005 percent (5 ppm) oxygen by volume;
- B. Gas shall be commercially free from objectionable odors, solid or liquid matter, bacteria, dust, gum or gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows;
- C. Gas shall not contain more than 0.25 grain of hydrogen sulphide nor more than 0.5 grain of mercaptan sulfur per 100 cubic feet;
- D. Gas shall not contain more than 5.0 grains of total sulfur (including hydrogen sulphide and mercaptan sulfur) per 100 cubic feet;
- E. Gas shall not at any time have a carbon dioxide content in excess of two percent by volume;
- F. Gas shall not contain an amount of moisture which at any time exceeds seven pounds per million cubic feet:
- G. Gas shall be fully "interchangeable" in accordance with the provisions of AGA Research Bulletin No. 36.
- H. The temperature of the Gas shall not exceed 100° F;
- I. The hydrocarbon dewpoint of the Gas shall not exceed 30° F at 500 pounds per square inch.

(Continued on Sheet No. E-4.00)

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#### (Continued From Sheet No. E-3.00)

## E3. GAS QUALITY (Contd)

#### E3.2 Heating Value.

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

## E4. SERVICE REQUIREMENTS

#### E4.1 Quantities.

- A. The customer may deliver, or cause to be delivered, and the Company shall, subject to other provisions in the Company's Gas Rate Book, accept quantities of Gas up to the MDQ specified in the transportation contract. If deliveries to the Company exceed the agreed upon quantities, the Company may terminate the contract upon 30 Days' written notice to the customer.
- B. Deliveries to the Company may be made by or on behalf of the customer at existing interconnections between the gas transmission facilities of the Company and other pipeline systems. These points of receipt shall be those that are agreed to from time to time by the customer and the Company.
- C. The Company shall endeavor to deliver Gas to the customer, and the customer shall endeavor to take a quantity of Gas that is thermally equivalent to the Gas that it delivers or causes to be delivered. Such delivery on the part of the Company and take on the part of the customer is to be made at the outlet of the Company gas meter(s) identified in the transportation contract.
- D. The Company shall retain 2.45 percent of all Gas received from customers being billed for distribution service on the Transportation Service Rate at the points of receipt to compensate it for the Company's use and lost and unaccounted for Gas on the Company's system ("Allowance for Use and Loss"). Gas received from customers being billed for distribution services on the General Service Rate shall not be subject to this provision. This volume shall not be included in the quantity available for delivery to the customer.
- E. If, in any month, the quantity of Gas received by the Company at the points of receipt, less the Allowance for Use and Loss, is more than the quantity of Gas taken by the customer at the points of delivery, then the difference shall be retained by the Company and delivered to the customer in those succeeding months when the quantity of gas received by the Company is less than the customer's requirements. Such subsequent deliveries to the customer shall be subject to the withdrawal limitations identified on the Transportation Service Rate Schedule. Should the aggregate quantity of gas, less the Allowance for Use and Loss, retained by the Company at any month-end exceed 10% of the Annual Contract Quantity for ST, LT and XLT, or exceed 4% of the Annual Contract Quantity for XXLT, then the Company shall have the right: (1) to refuse to receive any additional quantity of gas for that customer until the Company has satisfied itself that the quantity of gas retained for the customer is less than the Authorized Tolerance Level and (2) to assess the customer a Load Balancing Charge for any month-end balance that exceeds the Authorized Tolerance Level.
- F. After termination of the customer's Gas transportation contract, the customer must withdraw or transfer any Gas retained by the Company within 60 days. If the customer has not withdrawn or transferred all of the Gas retained by the Company within 60 days, the Company will cash out the remaining balance at a rate of \$1.00 per Mcf.

(Continued on Sheet No. E-5.00)

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## (Continued From Sheet No. E-4.00)

## E4. SERVICE REQUIREMENTS (Contd)

#### **E4.2** Delivery Pressure.

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

#### E4.3 Shutoff of Service.

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

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

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

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

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

(Continued on Sheet No. E-5.10)

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

(Continued From Sheet No. E-5.00)

#### E5. BILLING

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

#### E6. AUTHORIZED GAS USAGE CHARGE

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

#### E7. UNAUTHORIZED GAS USAGE CHARGE

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

#### E8. TRANSPORTATION RATE RESTORATION CHARGE

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

(Continued on Sheet No. E-6.00)

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#### (Continued From Sheet No. E-5.10)

#### E9. TRANSPORTATION STANDARDS OF CONDUCT

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

- A. The Company will apply any tariff provision relating to transportation service in the same manner without discrimination to all similarly situated persons.
- B. The Company will not give its marketing affiliate or customers of its affiliate preference over any other non-affiliated gas marketers or their customers in matters relating to transportation service including, but not limited to, nominating, balancing, metering, billing, storage, standby service, curtailment policy or price discounts.
- C. The Company will not communicate to any customer, Supplier or third parties that any advantage may accrue to such customer, Supplier or other third party in the use of the Company's services as a result of that customer, Supplier or other third party dealing with its marketing affiliate and shall refrain from giving any appearance that it speaks on behalf of its affiliate.
- D. The Company will process all similar requests for transportation service in the same manner and within the same period of time.
- E. The Company will not provide leads or provide market sensitive information regarding a current or potential customer or marketer to its marketing affiliate. If a customer requests information about marketers, the Company will provide a list of all marketers operating on its system, including its affiliate, but will not promote its affiliate.
- F. If a customer makes a request in writing that its historic volumetric sales and transportation data be provided to a particular marketer or marketers in general, that request will be honored by the Company until revoked by the customer. To the extent the Company provides to its marketing affiliate a discount or information related to the transportation, sales or marketing of natural gas, including but not limited to the Company's customer lists, that is not readily available or generally known to any other marketer or Supplier or has not been authorized by a customer, it will provide details of such discount or provide the information contemporaneously to all potential marketers on its system that have requested such information. A marketer may make a standing request for contemporaneous disclosure of such information.
- G. The Company will not condition or tie its agreement to release interstate pipeline capacity to any agreement by a gas marketer, customer, Supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.
- H. The Company will not condition or tie an agreement to provide a transportation discount to any agreement by a marketer, customer, Supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.
- I. The Company's operating employees and the operating employees of its marketing affiliate will function independently of each other, be employed by separate business entities, and reside in separate offices.
- J. The Company will keep separate books of accounts and records from those of its marketing affiliate.

(Continued on Sheet No. E-7.00)

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(Continued From Sheet No. E-6.00)

#### E10. TRANSPORTATION STANDARDS OF CONDUCT COMPLAINT PROCEDURES

If the Company receives a verbal complaint related to its Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Natural Gas, M.P.S.C. No. 3, Section E9., Transportation Standards of Conduct, the Company will attempt to resolve the complaint on an informal basis. If the Company and the complainant are unable to resolve the complaint on an informal basis, the procedures outlined below will be followed:

A. Complainant will route all formal complaints in writing to:

Consumers Energy One Energy Plaza Jackson, MI 49201

Attention: Legal Department

- B. The Company will acknowledge the receipt of the formal written complaint, in writing, within five working Days of receipt by the Company.
- C. The Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates and specific claims.
- D. The Company will prepare a written statement communicating to the complainant the results of the Company's preliminary investigation within 30 Days of the initial receipt of the complaint by the Company with a description of the action taken or proposed to be taken.
- E. (1) If the complainant is satisfied with the action taken or proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of the Company's written statement addressing the action taken or proposed to be taken.
  - (2) If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Commission.

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(Rates ST, LT, XLT and XXLT)

## Availability

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

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

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

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

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

## **Monthly Rate**

		Service category			
	ST	LT	XLT	XXLT	
Principal Customer Charg	ge \$973.32/meter	\$2,026.79/meter	\$16,379.74/meter	\$43,617.55/meter	
Contiguous Customer Charge 60.00 /meter		60.00 /meter	60.00/meter	NA	
Ü	0				
Remote Meter Charge	NA	NA	70.00/meter	70.00 /meter	
<b>Transportation Rates</b>	1.4273/Mcf	1.3009/Mcf	0.9564/Mcf	0.5177/Mcf *	
Transportation Rates	1.4273/Mcf	1.3009/Mcf	0.9564/Mcf	0.5177/Mcf *	

<sup>\*</sup>The XXLT Transportation Rate reflects a contracted Authorized Tolerance Level of 4%.

## Selection of Service Category and Rates

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

(Continued on Sheet No. E-9.00)

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(Rates ST, LT, XLT and XXLT) (Continued From Sheet No. E-8.00)

## Monthly Rate (Contd)

#### **Authorized Gas Usage Charge**

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

#### **Unauthorized Gas Usage Charge**

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

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

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

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

## **Load Balancing Charge**

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

(Continued on Sheet No. E-10.00)

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(Rates ST, LT, XLT and XXLT) (Continued From Sheet No. E-9.00)

## Monthly Rate (Contd)

#### Load Balancing Charge (Contd)

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

Authorized	ST, LT and XLT	XXLT
As a % of ACQ	Transportation	Transportation
Tolerance Level	Charge Adjustment	Charge Adjustment
2.0%	\$(0.0732) Per Mcf	\$(0.0225)/Per Mcf
4.0%	\$(0.0507) Per Mcf *	No Change*
6.5%	\$(0.0225) Per Mcf	N/A
7.5%	\$(0.0113) Per Mcf	N/A
8.5%	No Change	N/A
9.5%	\$ 0.0113 Per Mcf	N/A
10.5%	\$ 0.0225 Per Mcf	N/A

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

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

## **Due Date and Late Payment Charge**

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

## **Metering Requirements**

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

(Continued on Sheet No. E-11.00)

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(Rates ST, LT, XLT, and XXLT) (Continued From Sheet No. E-10.00)

Monthly Rate (Contd)

## **General Terms and Surcharges**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet Nos. D-2.00 through D-4.00.

## **Term and Form of Contract**

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

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Michigan Public Service Commission

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## CONTRACT STORAGE SERVICE RATE CS

#### This Rate Is Not Open to New Business

## Availability

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

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

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

## **Monthly Rate**

#### **Administrative Fee**

\$200 per account per month, plus

#### **Storage Charge**

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

## **Unauthorized Gas Usage Charge**

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

#### **Fuel Used for Injection**

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

## **Due Date and Late Payment Charge**

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

## **General Terms and Conditions**

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

## **Term and Form of Contract**

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

Issued December 13, 2019 by Patti Poppe, President and Chief Executive Officer, Jackson, Michigan Michigan Public Service Commission

January 6, 2020

Effective for service rendered on and after November 15, 2019

## TRANSMISSION ONLY TRANSPORTATION SERVICE RATE TOT

## Availability

Subject to any restrictions, service under this Rate Schedule is available to customers desiring to move gas through the Company's transmission system to a point of delivery off the Company's distribution system.

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

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

#### **Monthly Rate**

## **Transmission Only Charge**

\$0.4533 per Mcf

#### Operational Balance Agreement (OBA)

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

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

#### Gas-in-Kind

Company shall retain 2.45% of all gas received at the Receipt Point(s) to compensate it for the allowance for company-use and lost-and-unaccounted-for gas on Company's system. This volume shall not be included in the quantity available for delivery to Customer. In no event will Customer pay Gas-in-Kind more than once on the same volumes.

#### **Due Date and Late Payment Charge**

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

## **Metering Requirements**

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

## **General Terms and Surcharges**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet Nos. D-2.00 through D-4.00.

## **Term and Form of Contract**

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

(Continued on Sheet No. E-14.00)

Issued August 16, 2024 by Garrick J. Rochow, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service
Commission

August 21, 2024

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# SECTION F GAS CUSTOMER CHOICE PROGRAM

#### F1. GENERAL PROVISIONS

A Supplier desiring to supply gas to customers under Gas Customer Choice Rate CC must receive a license from the Commission, register with the Commission Staff and execute an "Authorized Gas Supplier Agreement" with the Company prior to any solicitation of the Company's customers. Such agreement shall require compliance with all of the terms of this Rule F1., General Provisions, through Rule F5., Procedures For Complaints Between Suppliers And The Company.

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

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

#### Customer:

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

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

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

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

- A. Customers may elect to participate in the GCC Program and Suppliers may solicit customer participation at any time. However, if a customer is in arrears with the Company, the customer is not eligible to participate in this customer choice program until arrearages have been paid in full to the Company.
- B. A customer who is a transportation or sales customer of the Company must comply with any minimum term requirements of those tariffs before being permitted to switch to Rate CC.
- C. The customer's selection of a Supplier shall remain in effect until (i) terminated by the customer or the Supplier, or (ii) the Supplier becomes disqualified from participating in the GCC Program, or (iii) the Company receives an enrollment for that customer from another Supplier. The Company shall incur no liability for relying on information from a customer or a Supplier which the Company believes to be genuine.
- D. A Supplier shall provide the Company a cash deposit in the amount of \$10.00 per Mcf for 10/365ths of the Company-estimated total annual load for those customers selecting that Supplier. The initial cash deposit shall be provided to the Company by the last day of the calendar month prior to the month in which the Supplier's customers commence service. Subsequent changes to the cash deposit will be included in the monthly remittance to the Supplier. The cash deposit shall be adjusted if the Company-estimated total annual load for those customers changes. As an alternative to a cash deposit, the Supplier may provide an irrevocable letter of credit from a financial institution, a surety bond, or a parental guarantee satisfactory to the Company in not less than the amount of the cash deposit. Any such letter of credit, surety bond or parental guarantee shall be in a form acceptable to the Company. The amount of cash deposit, letter of credit, surety bond or parental guarantee shall be applied against any unpaid charges and/or fees, as well as any price reconciliation liabilities, or liabilities associated with Supplier default. Cash deposit amounts not so applied shall be refunded to the Supplier if the Supplier ceases to serve customers under the Program.

(Continued on Sheet No. F-2.00)

Issued December 13, 2019 by Patti Poppe, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service
Commission

January 6, 2020

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#### (Continued From Sheet No. F-1.00)

#### F1. GENERAL PROVISIONS (Contd)

- D. The Company shall pay simple interest to each Supplier who makes a cash deposit for the time the deposit is held. The interest rate shall be the average monthly short-term borrowing rate available to the Company for each month, or months in which the deposit is held. Payment of the interest to the Supplier shall be made at least semi-annually. The deposit shall cease to draw interest on the date the deposit is returned on the date service is terminated, on the date the deposit is applied against any unpaid charges, fees or liabilities or the date that notice that the deposit is no longer required is sent to the Supplier's last known address.
- E. The monthly remittance to the Supplier will be adjusted by a Supply Equalization Charge. The Supply Equalization Charge shall be equal to the product of: (a) and (b) where (a) equals the Company's weighted average monthly cost of gas purchased and produced for the month the Supply Equalization Charge is incurred less the average actual price per Mcf, billed to the Supplier's customers in that billing month converted to price per MMBtu using the monthly system average Btu content, and (b) equals the increase for that month, if any, in the amount by which the cumulative Mcf quantity billed to customers for the Program year, converted to MMBtu using the monthly system average Btu content, exceeds the cumulative Supplier deliveries for the Program year in MMBtu. The charge shall not be less than zero. For the month of April, gas returned to the Supplier in accordance with Section F1, M., that was not nominated for delivery in May, will be added to the Supplier's deliveries for purposes of this calculation. The Program year is the year beginning April 1 and ending the following March 31.
- F. A Supplier shall pay a monthly Administrative Fee of \$100.00 per Supplier-designated pricing category.
- G. The Company will provide each Supplier with a monthly schedule of quantities for delivery of gas into the Company system on behalf of the Supplier's customers. The initial schedule will indicate volumes that the Supplier is required to deliver each day on an aggregate basis for all accounts served by the Supplier, i.e., all Supplier-designated pricing categories will be combined. This schedule will be updated by the Company on a monthly basis. For most Gas Customer Choice customers, scheduled daily volumes will not normally vary for the delivery months of April December by more than plus/minus 10% from 1/365th of the estimated annual customer load to be served by the Supplier. For the delivery months of January March the Company will apply variances in deliveries up to plus/minus 30% from the 1/365th of the estimated annual customer load to be served by the Supplier as needed to keep Supplier annual imbalances as close to zero as practical. The estimated annual customer load in all months will include a cold weather design factor based on the Company's filing in the current Gas Cost Recovery (GCR) plan case. The Supplier shall be responsible for obtaining sufficient pipeline capacity to meet its delivery obligations.
- H. Gas delivered into the Company's system shall comply with Rule E3, Gas Quality.
- I. Each Supplier shall notify the Company's Gas Transportation Services Department of the daily quantity of gas (in MMBtu) that the Supplier is nominating for delivery. Such nominations shall be made in accordance with the Company's nomination requirements, Rule E2.2 C. Nominations, Accounting and Control.
- J. A Supplier that falls short of the delivery schedule, described in Paragraph G, above, shall pay a per MMBtu "Failure Fee" for all shortages in the amount of \$6/MMBtu (\$10.00/MMBtu during periods of Company-declared supply emergency in accordance with Rule C3, Curtailment of Gas Service) plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures, or (b) the current highest spot price paid for gas delivered to ANR Pipeline Company, Trunkline Gas Company, Panhandle Eastern Pipe Line Company or at Chicago city gate for the corresponding date as published in Gas Daily, plus associated firm pipeline delivery costs.

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

(Continued on Sheet No. F-3.00)

Issued December 13, 2019 by Patti Poppe, President and Chief Executive Officer, Jackson, Michigan

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Effective for service rendered on and after November 15, 2019

#### (Continued From Sheet No. F-2.00)

#### F1. GENERAL PROVISIONS (Contd)

- K. All customer billing and remittance processing functions for services provided under Rate CC will be performed by the Company. The Supplier will be charged a monthly fee of \$.30 per customer account. The Company will be responsible for credit and collection activities for the amounts billed directly to the customer by the Company. The Supplier must, at least three business days before the start of each billing month, furnish to the Company, in a format acceptable to the Company, the price per Mcf to be billed to each Supplier-designated pricing category on its behalf or the most recently supplied price will be used.
- L. The Company shall remit to the Supplier, approximately 21 days from the end of each calendar month, an amount for the cost of gas equal to the MMBtu quantities that the Supplier has delivered onto the Company's system, not in excess of the Suppliers' delivery obligation, multiplied by the lesser of the average actual price per Mcf converted to MMBtu, billed to the Supplier's customers that month or 110% of the cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures. The average actual price per Mcf billed to the Supplier's customers is the total amount billed to the Supplier's customers for that billing month divided by the total quantity, in Mcf, billed to the Supplier's customers for the same month. The amount to be remitted shall be reduced for any applicable Supply Equalization Charges, Administrative Fees, Billing Fees, Failure Fees, and/or amounts owed pursuant to the annual price reconciliation per Paragraph M.
- M. Except as set forth below, within 60 working days after (i) the end of the March billing cycle, or (ii) revocation of a Supplier's Authorized Supplier status, or (iii) withdrawal by a Supplier from participation in the Gas Customer Choice Program, the Company will reconcile the cost per MMBtu remitted to the Supplier per Paragraph L, before reductions for Administrative Fees, Billing Fees, Failure Fees, and Supply Equalization Charges, converted to cost per Mcf using monthly system-average Btu content, with the price per Mcf billed to customers over the course of the Program year on the Supplier's behalf. Any difference multiplied by the smaller of the Mcf delivered by the Supplier or the billed customer consumption for the year being reconciled, will be reflected in an adjustment on the next monthly remittance to the Supplier.

In those instances where the MMBtu delivered by the Supplier converted to Mcf exceeds the billed customer consumption for the year being reconciled, then the following procedure will be used. In such instances, (i) within 60 working days after the end of the March billing cycle, or revocation of a Supplier's Authorized Supplier status, or withdrawal by a Supplier from participation in the Gas Customer Choice Program, the Company will reconcile the amount billed to customers on the Supplier's behalf with the Company's remittance to the Supplier for the gas delivered, and any difference will be reflected in an adjustment on the next monthly remittance to the Supplier, and (ii) gas delivered by the Supplier in excess of the actual customer consumption will be returned to the Supplier in kind unless the Company and the Supplier mutually agree on a price for the Company to purchase the excess gas.

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

- N. If the Commission or its Staff determines that a Supplier has not complied with the terms and conditions of the Program, the Commission or its Staff shall direct a utility or utilities to suspend the Supplier's Authorized status until the Commission or its Staff determines that necessary changes have been made to comply with the requirements. Failure to make the necessary changes or further noncompliance with the requirements of the terms and conditions of the Program may result in the Supplier's termination from the Program. If a Supplier is terminated subject to Rule C2, Controlled Service, its customers shall become sales rate customers of the Company.
- O. The Company will convert customer consumption from Mcf to MMBtu using monthly system-average Btu content.
- P. Where used in this rule, the term "month," unless otherwise indicated, means billing month when referring to customer consumption and calendar month when referring to deliveries by Suppliers.

(Continued on Sheet No. F-4.00)

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Jan	uary 6, 2020	
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#### (Continued From Sheet No. F-3.00)

#### F1. GENERAL PROVISIONS (Contd)

- Q. The annual reconciliation, load requirement, delivery schedules, Supply Equalization Charges, and delivery shortfall Failure Fees shall apply on an aggregate basis for all accounts served by a Supplier, i.e., all Supplier-designated pricing categories will be combined.
- R. The Company may disclose, at such times as requested by the Commission or its staff, the gas rates charged to Rate CC customers.
- S. The Company shall have the authority to issue operational flow orders, or take other action which it deems necessary, to ensure system reliability, even if such action may be inconsistent with other provisions of these Program rules.
- T. The Company will act as Supplier of last resort under the Program.
- U. A Supplier must include the Company's required tariff language in all of its contracts.
- V. If a customer has a complaint against a Supplier, the customer should try to resolve it first with the Supplier. If the complaint is unresolved, the customer should involve the Commission by contacting the Commission Staff. Should the customer choose to involve the Company in a complaint, the Company shall forward the complaint information to the Commission Staff and the Supplier for resolution. The Company shall have no responsibility for resolving disputes between customers and Suppliers but shall provide information if requested by the customer or Commission Staff.
- W. The Transportation Standards of Conduct, Rules E9 and E10, shall apply to the GCC Program.
- X. The Company will make a reasonable effort to provide the Supplier with accurate individual customer consumption data on a monthly basis no later than 5 business days after the conclusion of the calendar month.

## F2. CUSTOMER PROTECTIONS

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

- A. A Supplier must provide residential and small commercial customers with a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. The first day of the 30-day period is the day after the contract is entered into by the customer. The exercise of this unconditional right by the customer may occur through a verbal or written communication with the Supplier. The Supplier shall promptly submit a de-enrollment file to the Company within three (3) business days after receiving notice that a customer has cancelled the contract in order to return to the Company sales rate. The Supplier shall not submit a de-enrollment file to the Company if the customer is transferring to another AGS. A customer who cancels within the specified period will be treated as not having exercised their customer choice option with respect to the enrollment which is cancelled. The Company is not required to de-enroll a customer until after it receives a de-enrollment file from the Supplier or a new enrollment file from a different Supplier.
- B. A customer has the right to terminate participation with a Supplier at any time after the unconditional cancellation period, through verbal or written communication with the Supplier. The customer may switch Suppliers or cancel their contract at any time with a Supplier. However, the customer shall be made aware of the existence and amount of any early termination fee by the Supplier. The Supplier shall execute a customer's request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.
- C. A Supplier's sales representatives, agents, or employees must not represent itself in any manner as an employee, affiliate, subcontractor, or agent of the Company. A Supplier's sales representatives or agents must prominently display identification on the front of their outer clothing that identifies them as employees or agents working on behalf of a Supplier and includes the name of the Supplier and the name and identification number of the person representing the supplier. Suppliers must comply with all local ordinances before their sales representatives, agents, or employees begin door-to-door marketing. Door-to-door marketing and telephone marketing must be performed between 9:00 AM and 8:00 PM.

(Continued on Sheet No. F-5.00)

Issued September 25, 2020 by Patti Poppe, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service
Commission

September 30, 2020

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#### (Continued From Sheet No. F-4.00)

## F2. CUSTOMER PROTECTIONS (Contd)

- D. All contracts offered by the Supplier and signed by the customer must be clearly labeled at the top of the contract as "Gas Customer Choice Contract" with the Supplier's name, the type of contract being offered and in a font size of at least 16 point and bold.
  - A Supplier must use a font size of at least 12 point for its contract with residential and/or small commercial customers.
  - (2) All terms and conditions of the contract are considered part of the contract and must be included in the contract document and provided to the customer as one document at the time of signing the contract. The signature can appear on a separate or easily separable document from the terms and conditions as long as the signature page also includes an identifier that is the same as that which appears on the terms and conditions and also includes the customer's name, account number and the language contained in F2.H.(10).
  - (3) Customers enrolling through verbal means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail or verifiable electronic mail. This correspondence shall be postmarked within seven (7) days of the customer's verbal enrollment.
  - (4) Customers enrolling through electronic means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail and by verifiable electronic mail. These correspondences shall be postmarked within seven (7) days of the customer's electronic enrollment with the Supplier.
- E. The maximum early termination fee for residential contracts of one year or less shall not exceed \$50. The maximum early termination fee for residential contracts of longer than one year shall not exceed \$100. The maximum early termination fee for small commercial contracts of one year or less shall not exceed \$150. The maximum early termination fee for small commercial contracts of longer than one year shall not exceed \$250.
- F. Contracts may continue after initial term expiration on a month-to-month basis, cancelable at anytime without penalty.
- G. Any contract that is not signed by the customer or legally authorized person shall be considered null and void. Only the customer account holder or legally authorized person shall be permitted to sign a contract. A Supplier and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a legally authorized person.
- H. The following information must be included in all residential and commercial Supplier's contracts with a customer:
  - (1) The Supplier's name.
  - (2) The Supplier's address.
  - (3) The Supplier's toll-free telephone number.
  - (4) Cancellation rights.

All residential and small commercial customers have a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract.

All large commercial customers have a 14-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. This class of customer may waive this right of cancellation by affirmatively agreeing to waive this right on the contract. This customer protection waiver should be prominent in the contract language.

(Continued on Sheet No. F-6.00)

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#### (Continued From Sheet No. F-5.00)

## F2. CUSTOMER PROTECTIONS (Contd)

- H. (5) Any customer fees or penalties related to the contract.
  - (6) The contract pricing provisions in unit rates the customer is typically billed for.
  - (7) The terms regarding contract length.
  - (8) If the Supplier does not offer a fixed price, the contract and all related marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented.
  - (9) Provision for a 60-day advance notice to the customer of any price change at the expiration of a fixed price contract.
  - (10) Residential Contracts must include: In bold 14 point type above the place for the customer's signature, the following statement: I acknowledge that I am the account holder or, Legally Authorized Person to execute a contract on behalf of the account holder. I understand that by signing this contract, I am switching the gas Supplier for this account to (new Supplier name). I understand that gas purchased for this account by (new Supplier name) will be delivered through Consumers Energy Company's delivery system. The account holder, or the person who signed this contract on behalf of the account holder, has 30 days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name).

Small Commercial Contracts must include: In bold 12 point type above the place for the legally authorized customer's signature and company business title, the following statement: I acknowledge that I am the account holder or Legally Authorized Person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to (new Supplier name). I understand that gas purchased for this commercial account by (new Supplier name) will be delivered through Consumers Energy Company's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 30-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name).

Large Commercial Contract must include: In bold 12 point type above the place for the legally authorized customer's signature and company business title, the following statement: I acknowledge that I am the account holder or Legally Authorized Person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to (new Supplier name). I understand that gas purchased for this commercial account by (new Supplier name) will be delivered through Consumers Energy Company's delivery system. The Legally Authorized Person to execute a contract and legally bind the business in this contract has 14-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name). I may waive this right of cancellation by affirmatively agreeing to this waiver on the contract. If you terminated your contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your termination fee would be (AGS places its fee here). This termination fee is subject to change as your usage and the market price of gas fluctuate.

(Continued on Sheet No. F-7.00)

Issued December 13, 2019 by Patti Poppe, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service Commission Effective for service rendered on and after November 15, 2019

#### (Continued From Sheet No. F-6.00)

## F2. CUSTOMER PROTECTIONS (Contd)

- I. A Supplier must allow the Commission Staff an opportunity to review and comment on its residential and small commercial contract(s), marketing materials and scripts at least five (5) business days before the Supplier intends to use the contract(s) and marketing materials in the marketplace.
- J. A Supplier that does not comply with the requirements of Section F of this Gas Rate Book will have its participation in the Program suspended until the Commission or its Staff has determined that necessary changes have been made to comply with the requirements. Any continuing or further noncompliance or use of materials that the Commission or its Staff determines do not meet all of the requirements Section F of this Gas Rate Book may result in the Supplier's termination from the Program.
- K. A Supplier must distribute a confirmation letter to residential customers by U.S. mail. The confirmation letter must be postmarked within seven (7) days of the customer or Legally Authorized Person signing a contract with the Supplier. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, the fixed or variable rate charged, the unconditional cancellation period, any early termination fee, the Supplier's toll-free number, the Commission's toll-free number and any safety-related messages required by the Company. The confirmation letter may be sent with the contract in cases where a contract must be sent. The Company is not required to send letters to customers confirming a customer's choice of an alternative Supplier.

A Supplier must distribute a confirmation letter to all commercial customers by certified U.S. mail, verifiable facsimile or verifiable electronic mail within seven (7) days of the customer or Legally Authorized Person signing a contract with the Supplier. The Supplier shall be responsible for maintaining records that verify delivery and receipt of the confirmation letter, facsimile or e-mail. The confirmation letter must be sent to the business's principal office. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, fixed or variable rate charged, the unconditional cancellation period, if any, any early termination fee, the Supplier's toll-free number, the Commission's toll-free number and any safety-related messages required by the Company. Suppliers must include a good-faith estimate of the Large Commercial customer's early termination fee, identifying the applicable pricing factors and an example of how the fee is calculated.

## F3. SOLICITATION REQUIREMENTS

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

- A. It is the Supplier's responsibility to have a current valid contract with the customer at all times. For each customer, a Supplier must be able to demonstrate that a customer has made a knowing selection of the Supplier by at least one of the following verification records:
  - (1) An original signature from the customer or Legally Authorized Person.
  - (2) Independent third party verification with an audio recording of the entire verification call.
  - (3) An e-mail address if signed up through the Internet.

The Commission or its Staff may request a reasonable number of records from a Supplier to verify compliance with this customer verification provision and, in addition, may request records for any customer due to a dispute.

(Continued on Sheet No. F-8.00)

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#### (Continued From Sheet No. F-7.00)

## F3. SOLICITATION REQUIREMENTS (Contd)

- B. Suppliers and agents who are soliciting customers must comply with the following requirements:
  - (1) The Supplier and its agents must clearly identify the AGS on whose behalf they are soliciting.
  - (2) The Supplier and its agents must not represent themselves as employees or agents of the Company.
  - (3) The Supplier and its agents must affirmatively indicate if they are a marketing affiliate of the Company, that the affiliate is a separate entity and that the affiliate is not regulated by the Michigan Public Service Commission.
  - (4) The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.
  - (5) The Supplier and its agents cannot remove the original of the customer's bill from the residence or small commercial office.
  - (6) The Supplier and its agents must comply with truth in advertising in all verbal, written, or electronic statements to the customer.
  - (7) A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at <u>MI.gov/CompareMIGas</u> its generally available offers for residential and small commercial customers per the Terms and Conditions of the AGS licensing application.
- C. A Supplier must provide a copy of the contract to the customer, including all terms and conditions. The contract must contain all provisions as set forth in Section F2.

## F4. SUPPLIER LICENSING AND CODE OF CONDUCT

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

- A. A Supplier is required to be licensed by the Commission and provide the following information prior to any solicitation:
  - (1) The name of the Supplier's company/corporation and type of organization.
  - (2) The Supplier's mailing address.
  - (3) The Supplier's principal place of business address.
  - (4) The Supplier's Michigan office address and toll-free phone number during normal business hours for customer inquiries and concerns.
  - (5) The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.
  - (6) Name, address, phone number, and e-mail address of person designated to receive and respond to requests from the Commission or its Staff with respect to inquiries, complaints and regulatory matters.

(Continued on Sheet No. F-9.00)

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#### (Continued From Sheet No. F-8.00)

## F4. SUPPLIER LICENSING AND CODE OF CONDUCT (Contd)

- B. As a condition of licensing as a Supplier, a Supplier must agree to abide by a code of conduct that provides:
  - (1) The Supplier will issue accurate and understandable contract(s) and marketing materials.
    - (a) The Supplier and its agents will not engage in communications or practices that are fraudulent, deceptive or misleading.
    - (b) The Supplier and its agents will maintain sufficient documentation to support any claims made to customers in advertising, marketing, promoting or representing the sale of gas supply or related services.
    - (c) The Supplier will provide this documentation to the Commission or its Staff, upon request.
    - (d) Marketing materials must contain the average price per Mcf, the period of time over which the price is valid, the term of the contract, the Supplier's name and telephone number, the area which the Supplier serves and the types of customers that the Supplier serves.
    - (e) If the Supplier does not offer a fixed price, the marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented over a relevant time period and for relevant usages. Marketing materials shall clearly identify optional services.
- (2) The Supplier will commit to truth in advertising. The Supplier will provide gas supply and related services at advertised terms and conditions.
- (3) The Supplier will comply with all Company Program Rules and Regulations and Rate Schedules as they are contained in the Company's Rate Book for Natural Gas Service as well as applicable laws.
- (4) The Supplier must comply with Commission rules relating to response to customer complaints, formal complaints and customer service.
- (5) The Supplier will provide accurate and sufficient customer service information. The Supplier will advise customers of their name, address, toll-free telephone number and other service information, including dispute resolution procedures. The Supplier will give customers accurate and complete information on the customer's rights and responsibilities. The Supplier will maintain regular hours during which customers can make inquiries and complaints. Customer inquiries to a Supplier that are related to gas emergencies, such as gas leaks or outages, should be directed to the Company.
- (6) The Supplier must inform a customer of the amount of its early termination fee prior to de-enrollment or transfer to another AGS. A customer is responsible to know if early termination fees apply in their contract. If after the Supplier discloses the early termination fee amount and the customer returns to the Company sales rate or switches to another AGS, the customer may be responsible for early termination fees or other penalties owed to the Supplier. The Supplier shall execute a customer's request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.
- (7) The Supplier will not switch a customer to the Supplier's service without the express authorization of the customer. The Supplier will use appropriate marketing and verification methods for switching customers. The Supplier will agree not to charge the customer for services that the customer has not expressly authorized. The Supplier will apply appropriate verification methods for any charges applied to the customer's account.

The Supplier shall maintain verification records for as long as the customer's contract is valid, plus an additional three (3) more years. Suppliers who switch or charge customers without the proper authorization must refund the supply or other charges to the customer and pay any administrative fees, such as switching fees, necessary to reverse the actions.

(Continued on Sheet No. F-10.00)

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#### (Continued From Sheet No. F-9.00)

## F4. SUPPLIER LICENSING AND CODE OF CONDUCT (Contd)

- (8) The Supplier will make a good faith effort to resolve customer disputes. The Supplier will have an internal customer dispute procedure which allows for complete, courteous, fair and timely responses to customer disputes and inquiries. The Supplier will investigate each complaint, report the results to the customer and attempt to resolve the complaint to the customer's satisfaction. If the complaint cannot be resolved, the Supplier will refer the customer to the Commission or its Staff. The Supplier will provide complete reports of the complaint investigation and resolution to the Commission or its Staff within ten (10) business days for the resolution of customer complaints. The Supplier will appoint at least one employee to be a contact person between the Supplier and the Commission or its Staff. The Supplier will cooperate with the Commission or its Staff in trying to resolve disputes, including the provision of informational materials, contracts and verification records. The Supplier will keep a record of all customer disputes. Dispute records will be made available to the Commission, upon request.
- (9) The Supplier will retain pipeline capacity sufficient to meet its customer requirements.
- (10) A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at <u>MI.gov/CompareMIGas</u> its generally available offers for residential and small commercial customers per the Terms and Conditions of the AGS licensing application.

## F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY

If the Company receives a verbal complaint from a Supplier related to the Gas Customer Choice Program Rules and Regulations and operational features, the Company will attempt to resolve the complaint on an informal basis. If the Company and the complainant are unable to resolve the complaint on an informal basis, the procedures outlined below will be followed:

A. Complainant will route all formal complaints in writing to:

Consumers Energy One Energy Plaza Jackson, MI 49201

Attention: Legal Department

- B. The Company will acknowledge the receipt of the formal written complaint, in writing, within five (5) working days of receipt by the Company.
- C. The Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates and specific claims.
- D. The Company will prepare a written statement communicating to the complainant the results of the Company's preliminary investigation within 15 working days of the initial receipt of the complaint by the Company with a description of the action taken or proposed to be taken.
- E. (1) If the complainant is satisfied with the action taken or proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of the Company's written statement addressing the action taken or proposed to be taken.
  - (2) If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Commission.

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## GAS CUSTOMER CHOICE RATE CC

## **Availability**

Subject to any restrictions, this rate is available to any active customer desiring gas service where the customer's gas is provided by an Authorized Gas Supplier under Rule F1., General Provisions. If a customer is in arrearages with the Company, the customer is not eligible to participate in this customer choice program until arrearages have been paid in full to the Company. A customer will take service under this rate in accordance with an accepted enrollment from a Supplier. A Rate CC customer may switch Suppliers at the end of any billing month provided the Company receives sufficient notice in a form acceptable to the Company. A customer may change Suppliers one time in any 12-month period beginning April 1 at no cost to the customer. A fee of \$10 will be required for each additional change of Supplier within the same 12-month period. If a Supplier's actions force a Customer to the Company's sales service, the Customer may choose another Supplier within 60 days without a switching fee regardless of the length of time that has elapsed since the Customer left the Company's sales service. Except as set forth in the preceding sentence, a Customer returning to the Company's sales service rates from Rate CC is subject to the Choice of Rates provisions of those sales rates and except as otherwise provided, must remain on the sales rate for 12 months.

#### Minimum Term

A customer who has elected to take service under Rate CC may switch or cancel Suppliers at any time. A customer who has elected to take service under Rate CC may return to the Company sales rate at any time, but must remain on the sales rate for 12 months.

A customer may also change from Rate CC to another rate if (i) the customer exercises an unconditional right of cancellation pursuant to Section F with the initial Supplier selected by the customer, (ii) the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent, (iii) the Supplier's action forces the customer to the Company's sales service, (iv) the Supplier selected by the customer defaults under its Supplier Agreement, or (v) the Supplier selected by the customer has its Authorized Supplier status revoked or terminated.

#### **Nature of Service**

The customer will remain a customer of the Company. The Company will read the meter and render a bill to the customer for the monthly customer charge, distribution charge, surcharges, penalties and taxes. The authorized Supplier's cost of gas charges will be billed as part of the Company's bill. Service is subject to the Company's Rate Book for Natural Gas Service as approved by the Commission. By requesting service on this rate, the customer gives consent to the Company to furnish to the customer's authorized Supplier pertinent customer sales or transportation data.

## **Monthly Rate**

## **Customer Charge**

As shown on the customer's applicable sales Rate Schedule.

#### **Distribution Charge**

As shown on the customer's applicable sales Rate Schedule.

## **Gas Commodity Charge**

The customer's cost of gas will be as communicated to the Company each month by the customer's Authorized Supplier. If a participating customer obtains gas supply from the Company as a result of its chosen Supplier becoming disqualified, or the customer otherwise returns to Company sales supply, the customer is subject to Rule C2., Controlled Service.

(Continued on Sheet No. F-12.00)

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## GAS CUSTOMER CHOICE RATE CC

(Continued From Sheet No. F-11.00)

## Monthly Rate (Contd)

## **General Terms and Surcharges**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00, surcharges shown on Sheet No. D-2.00 and any applicable charges shown on Sheet No. D-3.00. This rate is also subject to charges, terms and conditions set forth in Section F.

## Minimum Charge

The minimum charge shall be the customer charge included in the rate.

## **Due Date and Late Payment Charge**

The due date of a customer's bill shall be 21 days from the date of mailing. A late payment charge of 2%, not compounded, of the unpaid portion of the bill, net of taxes, shall be assessed to any bill that is delinquent.

## **Term and Form of Contract**

Service under this rate shall require authorization in a manner specified by the Company.

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# SECTION G GROUP TRANSPORTATION SERVICE PILOT PROGRAM STANDARDS AND BILLING PRACTICES

These General Rules and Regulations for Group Transportation Service customers are not to supersede but are in addition to Rule B1, Technical Standards for Gas Service. Under this program, a gas Supplier may aggregate the receipts and deliveries of gas transportation customers taking service under the Company's Gas Transportation Service Rate Schedules by establishing a Group with those transportation customers who have agreed to participate in the program. The Supplier will also establish a Group Administrator, who will enroll transportation customers into the Group, manage the Group, and take responsibility for all fees and penalties associated with the Group. The transportation customer will continue to be billed under the Gas Transportation Service Rate Schedule designated on its transportation service contract, except that, as a member of a Group, Authorized Gas is not available, and the transportation customer will not be subject to the Unauthorized Gas Usage Charge or Load Balancing Charge as set forth in the Gas Transportation Service Rate Schedule.

#### G1. GENERAL PROVISIONS AND DEFINITIONS

#### G1.1 Definitions.

As used in this section:

- (a) "Account" shall mean transportation customer's facilities and operations directly connected with the individual facilities identified in the transportation service contract between the Company and the transportation customer. The gas for each account shall be measured by a single Company meter.
- (b) "Allowance for Use and Loss" is defined in Rule G4.1.C. in Section G.
- (c) "Business Day" means Monday through Friday, excluding Company holidays.
- (d) "Cubic Foot of Gas" means the volume of gas which occupies one cubic foot when such gas is at a temperature of sixty degrees (60°) Fahrenheit and at a pressure base of fourteen and sixty-five hundredths (14.65) psia dry.
- (e) "Day" means a period of 24 consecutive hours (23 hours when changing from Standard to Daylight Time and 25 hours when changing back to Standard Time) beginning at 10:00 AM Eastern Clock Time or at such other time as may be mutually agreed.
- (f) "Enrollment" means an identification of the transportation customers to be aggregated in a Group. The Enrollment will be in a form specified by the Company. All Enrollments must be received at least *sixty days* prior to the calendar month in which the transportation customer will become part of the Group, and an Enrollment will be effective for a period of at least twelve (12) months.
- (g) "Gas" means natural gas, manufactured gas, or a combination of the two which meets the "quality" standards as specified in Rule G3, Gas Quality of the Company's Gas Rate Book.
- (h) "Gas Rate Book" means the standard rules and regulations and rates governing the sale of natural gas service as approved by the Michigan Public Service Commission.
- (i) "Group" shall mean an aggregation of transportation customers, enrolled by a Group Administrator, who take service under Transportation Service Rate Schedules ST, LT, XLT, or XXLT and have agreed to participate in the Program. All transportation customers in a particular customer Group must have the same Authorized Tolerance Level, as defined in Section E.1.1 of the Company's Gas Rate Book.
- (j) "Group Administrator" shall mean the administrator of the Group.
- (k) "Group Annual Contract Quantity" (GACQ) means the sum of the individual contracted transportation customer Annual Contract Quantities, as defined in section E1.1, enrolled by the Group Administrator in a Group.
- (l) "Group Authorized Tolerance Level" (GATL) means the Authorized Tolerance Level (ATL) of the transportation customers in a Group. The GATL shall be established as 2.0%, 4.0%, 6.5%, 7.5%, 8.5%, 9.5%, or 10.5% of the Group's GACQ, and all transportation customers in a Group shall have the same underlying contractual ATL, as defined in section E1.1 of the Company's Gas Rate Book.

(Continued on Sheet No. G-2.00)

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#### (Continued From Sheet No. G-1.00)

#### **G1.** GENERAL PROVISIONS AND DEFINITIONS (Contd)

#### **Definitions (Contd)** G1.1

- "Group Maximum Daily Quantity" (GMDQ) means the sum of the Maximum Daily quantities of all transportation customers enrolled in the Group, as defined in section E1.1 of the Company's Gas Rate Book.
- "Group Minimum Daily Quantity" (GMinDQ) means the minimum amount of gas that should be (n) delivered by the Group Administrator when required to do so at the Company's sole discretion. The GMinDQ will be calculated as a percentage of the GMDQ.
- "MMBtu" means one million Btu.
- "Month," except as provided with respect to billing, means a period beginning at 10:00 AM Eastern Clock Time on the first day of a calendar month and ending at 10:00 AM Eastern Clock Time on the first day of the following calendar month or at such other time as may be mutually agreed.
- "Nominations" means the process by which the Group Administrator notifies the Company of expected transportation quantities.
- "Supplier" means an entity who supplies natural gas to an end-use gas transportation customer on (r) Consumers Energy's gas system.
- "Total Heating Value Per Cubic Foot" means the number of Btu produced by the combustion, at constant (s) pressure, of one cubic foot of gas, with air of the same pressure and temperature as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by the combustion is condensed to the liquid state. This definition applies regardless of the equipment used to determine the total heating value per cubic foot.
- (t) "Unauthorized Gas Usage Charge" is defined under the Monthly Fees Applicable to the Group Administrator section of the Group Transportation Service Pilot Program.

(Continued on Sheet No. G-3.00)

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#### (Continued From Sheet No. G-2.00)

## G1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

## **G1.2** Application of Rules.

Unless otherwise provided for within this Section G, or under the transportation customer's contracted Transportation Service Rate Schedule, transportation customers and Group Administrators are subject to the provisions of the Company's Gas Rate Book. Transportation customers enrolled in the Group Transportation Service Pilot Program shall be considered customers of the Company.

## G1.3 Possession of Gas.

#### A. Responsibility for Gas

The Company and the transportation customer shall each be responsible for its own equipment and facilities on its own side of a delivery point. The Group Administrator shall have good title or good right to make delivery and, further, shall warrant for itself, its successors and assigns that such gas shall be free and clear of all liens, encumbrances, and claims whatsoever. With respect to any such adverse claim that may arise to said gas or to royalties, taxes, license fees or charges thereon, the transportation customer and Group Administrator shall indemnify and hold the Company harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of the same.

#### B. Indemnification of the Company

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

## G2. RECORDS, ACCOUNTING AND CONTROL

### G2.1 Transmittal of Notices, Bills and Payments.

Transportation customers enrolled in a Group are required to enroll in the electronic billing program Business e-Bill or other electronic invoice delivery program as determined by Consumers Energy. It is the responsibility of the transportation customer to give access to the Group Administrator to view the transportation customer's bill.

#### **G2.2** Nominations, Accounting and Control.

- A. All nominations shall be submitted by facsimile, e-mail, or an available electronic nomination system.
- B. **Daily**: The Group Administrator shall notify the Company's Transportation Services Department of the daily quantity of gas (in MMBtu) being nominated for delivery to the Company on behalf of the transportation customers in the Group. Such nominations shall be submitted by 2:00 PM Eastern Clock Time on the Business Day prior to the effective day of the proposed delivery. Nominations made after the 2:00 PM deadline shall be accepted at the sole discretion of the Company.

(Continued on Sheet No. G-4.00)

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#### (Continued From Sheet No. G-3.00)

#### G2. RECORDS, ACCOUNTING AND CONTROL (Contd)

#### G2.2 Nominations, Accounting and Control.(Contd)

- C. The Company, at its sole discretion, may require that each Group Administrator shall be responsible for delivering a Minimum Daily Quantity of gas for the Group for the period November through March. This Group Minimum Daily Quantity (GMinDQ) may vary by month and shall be posted on the Company's Informational Posting Website (IPW) as a percentage of the GMDQ by April 1 of each year to be effective for the following November through March period. A Group Administrator that falls short of the GMinDQ shall pay a per MMBtu group failure fee for all shortages in the amount of \$6/MMBtu (\$10.00/MMBtu during periods of Company-declared supply emergency in accordance with Rule C3, Curtailment of Gas Service) plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures, or (b) the current highest spot price paid for gas delivered to ANR Pipeline Company, Trunkline Gas Company, Panhandle Eastern Pipe Line Company, or at Chicago city gate for the corresponding date as published in Gas Daily, plus associated firm pipeline delivery costs.
- D. The Group Administrator may transfer all or any portion of their gas balance to another Group. The Group Administrator of the Group from whom the gas is transferred shall be charged a \$25 fee. Such transactions are prospective and may not be used to avoid penalties once charged. The Company may, at its sole discretion, allow one transfer of gas per month between Groups. The Group Administrator of the Group to whom the gas is transferred shall be charged a \$500 fee. Such transfers shall be received by the Company prior to 2:00 PM Eastern Clock Time, one business day prior to the last business day of that month.

#### G3. **GAS QUALITY**

#### G3.1 Quality.

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

- Gas shall not contain more than 0.0005 percent (5 ppm) oxygen by volume;
- Gas shall be commercially free from objectionable odors, solid or liquid matter, bacteria, dust, gum or gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows;
- Gas shall not contain more than 0.25 grain of hydrogen sulphide nor more than 0.5 grain of mercaptan sulfur per 100 cubic feet;
- D. Gas shall not contain more than 5.0 grains of total sulfur (including hydrogen sulphide and mercaptan sulfur) per 100 cubic feet;
- E. Gas shall not at any time have a carbon dioxide content in excess of two percent by volume;
- F. Gas shall not contain an amount of moisture which at any time exceeds seven pounds per million cubic
- G. Gas shall be fully "interchangeable" in accordance with the provisions of AGA Research Bulletin No. 36.;
- The temperature of the gas shall not exceed 100° F; H.
- T. The hydrocarbon dewpoint of the gas shall not exceed 30° F at 500 pounds per square inch.

(Continued on Sheet No. G-5.00)

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dated July 7, 2022

#### (Continued From Sheet No. G-4.00)

#### G4. SERVICE REQUIREMENTS

#### G4.1 Quantities.

- A. The Group Administrator may deliver, or cause to be delivered, and the Company shall, subject to other provisions in the Company's Gas Rate Book, accept quantities of gas up to the GMDQ specified in the Group transportation service contract.
- B. Deliveries to the Company may be made by or on behalf of the Group Administrator at existing interconnections between the gas transmission facilities of the Company and other pipeline systems. These points of receipt shall be those that are agreed to from time to time by the Group Administrator and the Company.
- C. The Company shall retain 2.45 percent of all gas received for transportation customers in the Group to compensate it for the Company's use and lost and unaccounted for on the Company's system ("Allowance for Use and Loss"). This volume shall not be included in the quantity available for delivery to transportation customers in the Group.
- D. The amount of gas available for use by the Group will be calculated as the amount of gas received by the Company less the allowance for gas-in-kind, plus the net effect of any balance transfers, plus any withdrawals from the Group's storage balance. For purposes of this calculation, gas transferred to or from another Group or transportation customer during the billing month shall not be considered.
  - If, in any month, the amount of gas available for use by the Group is more than the quantity of gas taken by the transportation customers enrolled in the Group at their points of delivery, then the difference shall be retained by the Company and delivered to the Group in those succeeding months when the amount of gas available for use by the Group is less than the requirements of those transportation customers enrolled in the Group. Such subsequent deliveries to the Group shall be subject to the withdrawal limitations identified under the Monthly Fees Applicable to the Group Administrator section of the Group Transportation Service Pilot Program. Should the amount of gas available for use by the Group at any month-end exceed the GATL, then the Company shall assess the Group Administrator a Load Balancing Charge for any month-end balance that exceeds the GATL.
- E. In the event of the termination of a Group Administrator's contract, the Group Administrator must transfer any gas retained by the Company to another Group or to a transportation customer taking service under a Transportation Service Rate Schedule within 60 days. If the Group Administrator has not withdrawn or transferred all of the gas retained by the Company within 60 days, the Company will cash out the remaining balance at a rate of \$1.00 per Mcf.
- F. Upon joining a Group, any volumes in the transportation customer's Authorized Tolerance Level balance will transfer into the Group Administrator's Group Authorized Tolerance Level balance. Upon leaving a Group, the transportation customer's Authorized Tolerance Level will follow the transportation customer and the Group Administrator's Group Authorized Tolerance Level will be reduced by the transportation customer's Authorized Tolerance Level.

(Continued on Sheet No. G-6.00)

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#### (Continued From Sheet No. G-5.00)

## G4. SERVICE REQUIREMENTS (Contd)

#### **G4.2** Delivery Pressure.

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

#### G4.3 Shutoff of Service.

The Company shall not be required to perform service under a Group transportation service contract if the Group Administrator has failed to comply with any and all terms of the Group Administrator's contract and the Company's Gas Rate Book.

#### G5. BILLING

On or before the last Business Day of each calendar month, the Company shall endeavor to render a statement to the Group Administrator for service during the prior calendar month. Such statement will also include any Unauthorized Gas Usage Charges, failure fees, or Load Balancing Charges incurred by the Group.

#### G6. UNAUTHORIZED GAS USAGE CHARGE

If, in any month, the Group exceeds the amount of gas available for use by the Group, the excess amount will be treated as unauthorized use and be subject to the Unauthorized Gas Usage Charge as designated under the Monthly Fees Applicable to the Group Administrator section of the Group Transportation Service Pilot Program.

## G7. CUSTOMER PARTICIPATION IN A GROUP

Transportation customers may elect to participate in the Group Transportation Service Pilot Program, and Group Administrators may solicit transportation customer participation at any time. However, transportation customer enrollments must be received by the Company, in a form acceptable to the Company, by the first business day of the calendar month 60 days preceding the customer's enrollment in the Group. Each Supplier *may elect to have an unlimited number of Groups* with a maximum enrollment of 200 contract accounts per group. A Supplier can select desired ATL for each group. A customer who is a transportation customer of the Company must comply with all requirements of the Transportation Service Rate Schedule on which it takes service, excluding any penalties for Unauthorized Gas Usage Charges or Load Balancing Charges, which will be the responsibility of the Group Administrator.

The transportation customer's enrollment in a Group shall remain in effect for a period of at least twelve (12) months from the date of the enrollment. During that time, gas delivered to the transportation customer shall be provided to the Company by the Group Administrator of the Group in which the transportation customer is enrolled. A transportation customer enrolled in a Group cannot be enrolled in more than one Group at any time and is not eligible to designate receipts from any source other than the Group in which it is enrolled. The transportation customer's selection of a Group shall be effective until: (i) terminated by the transportation customer or the Supplier, (ii) the Supplier becomes disqualified from participating in the Group Transportation Service Pilot Program, or (iii) the Company receives an enrollment for that transportation customer in another Group. The Company shall incur no liability for relying on information received from a transportation customer or a Group Administrator which the Company believes to be genuine.

Transportation customers may also request to de-enroll in the Group Transportation Service Pilot Program, and those requests for de-enrollment must be received at least 60 days prior to desired effective date. Enrollment will remain in effect through the last day of the calendar month. Customers will transfer to another group or return to the Gas Transportation program effective on the first day of the month following de-enrollment. Customers leaving a Group will not retain any portion of the Group's Authorized Tolerance Level Balance. Upon de-enrollment from the Group Transportation Service Pilot Program, the customer will be subjected to the Company's Transportation Service Rate Schedule.

(Continued on Sheet No. G-7.00)

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## G8. DEPOSIT REQUIREMENTS

A Group Administrator shall provide the Company a cash deposit in the amount of \$10.00 per Mcf for 10/365ths of the GACQ. The initial cash deposit shall be provided to the Company by the last business day of the calendar month prior to the month in which the Group Administrator's transportation customers commence service in the Group. Subsequent changes to the cash deposit will be included in the monthly bill to the Group Administrator. The cash deposit shall be adjusted if the Group Annual Contract Quantity changes due to underlying contractual changes of an individual Group member. As an alternative to a cash deposit, the Group Administrator may provide an irrevocable letter of credit from a financial institution, a surety bond, or a parental guarantee satisfactory to the Company in not less than the amount of the cash deposit. Any such letter of credit, surety bond, or parental guarantee shall be in a form acceptable to the Company. The amount of cash deposit, letter of credit, surety bond, or parental guarantee shall be applied against any unpaid charges and/or fees. Cash deposit amounts not so applied shall be refunded to the Group Administrator if the Group Administrator ceases to serve transportation customers under the Program.

#### G9. GROUP ADMINISTRATOR CONTRACT TERMINATION

A Group Administrator whose cumulative unpaid Group Administrative Fees, Customer Account Maintenance Fees, Unauthorized Gas Usage Charges, Load Balancing Charges, and Group failure fees exceed any cash deposit or alternative assurance shall have its Group transportation service contract terminated. In that event, transportation customers in the Group Administrator's Group will be removed from the Group but shall retain their individual status as transportation customers of the Company as specified in their individual transportation service contracts.

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#### (Continued From Sheet No. G-7.00)

#### G10. GROUP TRANSPORTATION SERVICE PILOT PROGRAM STANDARDS OF CONDUCT

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

- A. The Company will apply any tariff provision relating to transportation service in the same manner without discrimination to all similarly situated persons.
- B. The Company will not give its marketing affiliate or customers of its affiliate preference over any other non-affiliated gas marketers or their customers in matters relating to transportation service including, but not limited to, nominating, balancing, metering, billing, storage, standby service, curtailment policy or price discounts.
- C. The Company will not communicate to any customer, Supplier, Group Administrator, or third parties that any advantage may accrue to such customer, Supplier, Group Administrator, or other third party in the use of the Company's services as a result of that customer, Supplier, Group Administrator, or other third party dealing with its marketing affiliate and shall refrain from giving any appearance that it speaks on behalf of its affiliate.
- D. The Company will process all similar requests for transportation service in the same manner and within the same period of time.
- E. The Company will not provide leads or provide market sensitive information regarding a current or potential customer or marketer to its marketing affiliate. If a customer requests information about marketers, the Company will provide a list of all marketers operating on its system, including its affiliate, but will not promote its affiliate.
- F. If a customer makes a request in writing that its historic volumetric sales and transportation data be provided to a particular marketer or marketers in general, that request will be honored by the Company until revoked by the customer or after 5 years from the date of the request. To the extent the Company provides to its marketing affiliate a discount or information related to the transportation, sales or marketing of natural gas, including but not limited to the Company's customer lists, that is not readily available or generally known to any other marketer, Supplier, or Group Administrator, or has not been authorized by a customer, it will provide details of such discount or provide the information contemporaneously to all potential marketers on its system that have requested such information. A marketer may make a standing request for contemporaneous disclosure of such information.
- G. The Company will not condition or tie its agreement to release interstate pipeline capacity to any agreement by a gas marketer, customer, Supplier, Group Administrator, or pipeline transporter relating to any service in which its marketing affiliate is involved.
- H. The Company will not condition or tie an agreement to provide a transportation discount to any agreement by a marketer, customer, Supplier, Group Administrator, or pipeline transporter relating to any service in which its marketing affiliate is involved.
- I. The Company's operating employees and the operating employees of its marketing affiliate will function independently of each other, be employed by separate business entities, and reside in separate offices.
- J. The Company will keep separate books of accounts and records from those of its marketing affiliate.

(Continued on Sheet No. G-9.00) Effective for service rendered on

and after September 27, 2024

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Michigan Public Service
Commission

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(Continued From Sheet No. G-8.00)

## G11. GROUP TRANSPORTATION SERVICE PILOT PROGRAM STANDARDS OF CONDUCT COMPLAINT PROCEDURES

If the Company receives a verbal complaint related to its Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Natural Gas, M.P.S.C. No. 2, Section G10, Group Transportation Service Pilot Program Standards of Conduct, the Company will attempt to resolve the complaint on an informal basis. If the Company and the complainant are unable to resolve the complaint on an informal basis, the procedures outlined below will be followed:

A. Complainant will route all formal complaints in writing to:

Consumers Energy One Energy Plaza Jackson, MI 49201

Attention: Legal Department

- B. The Company will acknowledge the receipt of the formal written complaint, in writing, within five working days of receipt by the Company.
- C. The Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates, and specific claims.
- D. The Company will prepare a written statement communicating to the complainant the results of the Company's preliminary investigation within 30 days of the initial receipt of the complaint by the Company with a description of the action taken or proposed to be taken.
- E. (1) If the complainant is satisfied with the action taken or proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of the Company's written statement addressing the action taken or proposed to be taken.
  - (2) If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Commission.
- F. If a transportation customer has a complaint against a Group Administrator or Supplier, the transportation customer should try to resolve it first with the Group Administrator or Supplier. If the complaint is unresolved, the transportation customer may address the complaint to the Commission. The Company shall have no responsibility for resolving disputes between transportation customers and Group Administrators or Suppliers but shall provide information as requested by the transportation customer or the Commission.

Issued December 13, 2019 by Patti Poppe, President and Chief Executive Officer, Jackson, Michigan

Michigan Public Service Commission

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Issued under authority of the Michigan Public Service Commission dated November 14, 2019 in Case No. U-18249 and dated August 8, 2019 in Case No. U-20439

#### GROUP TRANSPORTATION SERVICE PILOT PROGRAM RATE

#### **Availability**

Subject to any restrictions, participation in the Group Transportation Service Pilot Program is available to any Supplier who wishes to aggregate the receipts and deliveries of transportation customers taking service under Transportation Service Rate Schedules. All transportation customers in a particular Group must have the same Authorized Tolerance Level, as defined in Section E.1.1 of the Company's Gas Rate Book. Furthermore, all transportation customers in a Group shall be enrolled by the Supplier's Group Administrator, utilizing a form specified by the Company.

Under this Program, the Company shall transport gas for the Group from the interconnections between the Company's facilities and those of a third party that delivers gas to the Company for redelivery (points of receipt) to the interconnections between the Company's facilities and those of the transportation customers within the Group (points of delivery). Each Group shall have a Group Administrator who will be responsible for all penalties associated with the aggregation of receipts and deliveries of the Group. Each Supplier desiring to establish a Group shall make written application for such service on a form provided by the Company. The Company will convert the transportation customer's consumption from Mcf to MMBtu using monthly system-average Btu content. The Company, at its discretion, shall issue operation flow orders, or take other action which is deemed necessary, to ensure system reliability. The Company will act as supplier of last resort under the Program.

A transportation customer who is part of a Group remains subject to the obligations of both the Transportation Service Rate Schedule under which it takes service and the transportation service contract between the transportation customer and the Company. The transportation customer will continue to be billed under the Transportation Service Rate Schedule designated on its transportation service contract. Members of a Group will not be subject to the Unauthorized Gas Usage Charge or Load Balancing Charge as set forth in the Transportation Service Rate Schedule. A transportation customer whose account is in arrears shall not be eligible to be part of a Group. Enrollment in a Group is voluntary.

## Monthly Fees Applicable to the Group Administrator

Group Administrative Fee \$200/group

Customer Account Maintenance Fee \$5.00/customer account enrolled

## **Unauthorized Gas Usage Charge**

The Group Administrator shall be billed for unauthorized usage at the rate for service under Transportation Service Rate ST plus an Unauthorized Gas Usage Charge. Such Unauthorized Gas Usage Charge shall be the highest Midpoint price reported for Michigan or Chicago LDC's during the applicable month as reported by <u>Gas Daily</u> or, in the event that <u>Gas Daily</u> discontinues its reporting of such prices, any comparable reporting service, plus \$10 per Mcf for all gas taken by the Group in excess of the amount of gas available for use by the Group, as defined in Section G4.1D.

Monthly withdrawals from the Group's previous month-end storage balance during November through March will be limited to 3% of the Group's ACQ.

(Continued on Sheet No. G-11.00)

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## GROUP TRANSPORTATION SERVICE PILOT PROGRAM RATE

(Continued From Sheet No. G-10.00)

## Monthly Fees Applicable to the Group Administrator (Contd)

## **Load Balancing Charge**

Should the amount of gas available for use by the Group at any month-end exceed the Group Authorized Tolerance Level, then the Company shall assess the Group Administrator a Load Balancing Charge of \$1.00 per MMBtu for the excess. In addition, there is a 2.0 percent gas-in-kind for fuel used for injection for any month-end balance of gas that exceeds the Group Authorized Tolerance Level and is in excess of the prior month-end storage balance.

The monthly injection of gas into the Group's ATL shall be at the Group Administrator's discretion, except in September and October when any monthly injections in excess of 1.43% of the Group's ACQ shall be charged the Load Balancing Charge.

## **Due Date and Late Payment Charge**

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

#### **Term and Form of Contract**

All service under the Group Transportation Service Pilot Program shall require a written contract with a term of one year, and month-to-month thereafter, which must be approved by an officer of the Company or a duly authorized agent before it shall be binding upon the Company.

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## **SECTION H**

## STANDARD CUSTOMER FORMS INDEX

STANDARD FORMS INCLUDING APPLICATIONS, AGREEMENTS AND CONTRACTS FOR GAS SERVICE, GAS MAIN EXTENSIONS AND FOR SURVEY AND MAINTENANCE OF CUSTOMER-OWNED GAS FACILITIES IN CENTRALLY METERED INSTALLATIONS

 $\underline{https://www.consumersenergy.com/residential/billing-and-payment/gas-standard-customer-forms}$ 

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Michigan Public Service Commission