SECTION D
RATE SCHEDULES

D1. GENERAL TERMS AND CONDITIONS OF THE RATE SCHEDULES

D1.1 Special Taxes

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

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

D1.2 Rules Applicable

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

D1.3 Controlled Service

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

D1.4 Territory Served

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

D2. SURCHARGES AND INFRASTRUCTURE RECOVERY MECHANISM

D2.1 Surcharges

	Rate Schedule No.	***U-21681*** Energy Waste Reduction Surcharge $/Ccf	U-21291 IRM Surcharge $/Customer
A	Residential	***$ 0.03221***	$ 2.26
2A	Multifamily Dwelling Class I	***$ 0.05479***	$ 14.18
2A	Multifamily Dwelling Class II	***$ 0.05479***	$ 14.18
GS-1	Non-Residential General Service	***$0.05479***	$ 10.57
GS-2	Large Volume		$ 10.57
	<100,000 Mcf	***$ 0.05479***	
	>100,000 Mcf	***$ 0.00417***	
S	School	***$ 0.05479***	$ 158.80
ST	Small Volume Transportation	***$ 0.00417***	$ 521.25
LT	Large Volume Transportation	***$ 0.00417***	$ 2530.79
XLT	Extra Large Volume Transportation	***$ 0.00417***	$ 14460.00
XXLT	Double Extra Large Volume Transportation	***$ 0.00417***	$ 7351.62
	C&I/EUT Exploratory Program	***$ 0.00238***	

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

The Energy Waste Reduction Surcharge is implemented on a ***bill cycle*** basis and is effective for a twelve-month period commencing with the ***first*** billing cycle ***of February 2026*** and ending ***with the final cycle of*** December ***2026***.

The IRM is effective beginning with the first cycle of the January 2026 billing month and will change on a bill cycle basis thereafter each January based on the tables on Sheet No. D-2.01.

D2. SURCHARGES AND INFRASTRUCTURE RECOVERY MECHANISM (Contd.)

D2.2 Infrastructure Recovery Mechanism (IRM)

The IRM, approved in Case No. U-***21291***, is implemented on a bill cycle basis. The IRM is effective beginning with the first cycle of the January ***2025*** billing month and will change on a bill cycle basis thereafter each January based on the tables on Sheet No. D-2.01. The IRM is subject to an annual reconciliation of spend process and rates below any applicable cap may change based on the outcome of this process. Once implemented, the rate will be applied on the same basis as the monthly Customer Charge. The IRM will not expire until a final rate order superseding the IRM is issued in a general rate proceeding, however the rate may be lowered as a result of the annual reconciliation.

IRM for Sales Rate Schedule Customers:

$ per Month

	A	2A I/2A II	GS-1/ GS-2	S
2025	$0.66	$4.11	$3.06	$46.03
2026	$2.26	$14.18	$10.57	$158.80
2027	$3.94	$23.88	$17.84	$265.78
2028	$5.51	$32.83	$24.52	$366.68
2029 beyond	$6.94	$40.86	$30.46	$460.77

IRM for Transportation Rate Schedule Customers:

$ per Month

	ST	LT	XLT	XXLT
2025	$151.07	$733.48	$4,258.38	$2,379.09
2026	$521.25	$2,530.79	$14,460.00	$7,351.62
2027	$871.90	$4,231.86	$14,460.00	$10,626.69
2028	$1,205.26	***$4,980.00***	$14,460.00	$13,546.21
2029 beyond	$1,520.25	***$4,980.00***	$14,460.00	$16,003.69

D3. GAS COST RECOVERY FACTORS

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

Month	Maximum GCR Factor $/Ccf	Actual GCR Factor Billed $/Ccf	Maximum GCR Reservation Charge $/Ccf	Actual GCR Reservation Charge Billed $/Ccf	Maximum GCC Reservation Charge $/Ccf	Actual GCC Reservation Charge Billed $/Ccf
January 2025	$0.377	$0.377	$0.035	$0.035	$0.024	$0.024
February 2025	$0.377	$0.377	$0.035	$0.035	$0.024	$0.024
March 2025	$0.377	$0.377	$0.035	$0.035	$0.024	$0.024
April 2025	$0.411	$0.411	$0.036	$0.036	$0.024	$0.024
May 2025	$0.408	$0.408	$0.036	$0.036	$0.024	$0.024
June 2025	$0.404	$0.404	$0.036	$0.036	$0.024	$0.024
July 2025	$0.404	$0.404	$0.036	$0.036	$0.024	$0.024
August 2025	$0.398	$0.398	$0.036	$0.036	$0.024	$0.024
September 2025	$0.387	$0.384	$0.036	$0.036	$0.024	$0.024
October 2025	$0.387	$0.363	$0.036	$0.036	$0.024	$0.024
November 2025	$0.387	$0.387	$0.036	$0.036	$0.024	$0.024
December 2025	$0.391	$0.375	$0.036	$0.036	$0.024	$0.024
January 2026	$0.394	$0.394	$0.036	$0.036	$0.024	$0.024
February 2026	$0.384	$0.365	$0.036	$0.036	$0.024	$0.024
March 2026	$0.391	$0.391	$0.036	$0.036	$0.024	$0.024
April 2026	$0.329	$0.329	$0.050	$0.050	$0.034	$0.034
May 2026	$0.329	$0.329	$0.050	$0.050	$0.034	$0.034
June 2026	***$0.392***	***$0.392***	***$0.050***	***$0.050***	***$0.034***	***$0.034***

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

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

The Maximum Allowable GCR factors listed on Sheet No. D-3.00 may change on a monthly basis, for the remaining months of the April ***2026*** through March ***2027*** GCR Plan year, contingent upon the NYMEX futures prices. The Maximum Allowable GCR factor ***may increase or decrease monthly but will never fall below*** the base GCR factor of ***$3.29*** per Mcf.

Current NYMEX Strip: The simple average of the actual NYMEX monthly natural gas futures contract settlement prices, ($/MMBtu) for April ***2026*** through December ***2027*** averaged over the first five trading days of the month prior to implementation. Closing prices may be used for months that are no longer trading on NYMEX.

By the fifteenth of each month, the Company shall file with the Michigan Public Service Commission an updated maximum allowable GCR factor. The filing shall include all supporting documents necessary to verify the Current NYMEX Strip including published NYMEX futures price sheets for the first five trading days of the month, such sheet being an authoritative source used by the gas industry. The filing shall be incorporated into the GCR Plan docket, Case No. ***U-21889***, with notice provided to all intervenors.

Current NYMEX Strip between		*Maximum Allowable GCR factor $/Mcf*
$0.00	***$4.20***	***$3.29***
$4.21	***$4.30***	***$3.32***
$4.31	***$4.40***	***$3.36***
$4.41	***$4.50***	***$3.39***
$4.51	***$4.60***	***$3.42***
$4.61	***$4.70***	***$3.46***
$4.71	***$4.80***	***$3.49***
$4.81	***$4.90***	***$3.52***
$4.91	***$5.00***	***$3.55***
$5.01	***$5.10***	***$3.59***
$5.11	***$5.20***	***$3.62***
$5.21	***$5.30***	***$3.65***
$5.31	***$5.40***	***$3.69***
$5.41	***$5.50***	***$3.72***
$5.51	***$5.60***	***$3.75***

Current NYMEX Strip between		*Maximum Allowable GCR factor $/Mcf*
$5.61	***$5.70***	***$3.79***
$5.71	***$5.80***	***$3.82***
$5.81	***$5.90***	***$3.85***
$5.91	***$6.00***	***$3.88***
$6.01	***$6.10***	***$3.92***
$6.11	***$6.20***	***$3.95***
$6.21	***$6.30***	***$3.98***
$6.31	***$6.40***	***$4.02***
$6.41	***$6.50***	***$4.05***
$6.51	***$6.60***	***$4.08***
$6.61	***$6.70***	***$4.12***
$6.71	***$6.80***	***$4.15***
$6.81	***$6.90***	***$4.18***
$6.91	***$7.00***	***$4.21***
$7.01	***$7.10***	***$4.25***
$7.11	***<***	***$4.28***

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

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

Michigan Public Service Commission
February 7, 2013
Filed

D5. RESIDENTIAL SERVICE RATE A

Character of Service

Who May Take Service

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

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

Hours of Service

Twenty-four hours per day.

Rate

Customer Charge:	$14.50 per Meter per month, plus
Distribution Charge:	$0.44***732*** per 100 cubic feet
Gas Cost Recovery Charge:	As set forth on Sheet No. D-3.00

(Continued on Sheet No. D-10.00)

(Continued from Sheet No. D-9.00)

D5. RESIDENTIAL SERVICE RATE A (Contd.)

Low Income Energy Assistance Programs

When service is supplied to a customer taking service under Rate A at their primary residence, where the total household income does not exceed 150% of the Federal poverty level, either the Residential Income Assistance Service Provision credit or the Low Income Assistance Credit shall be applied during all billing months. These credits will be distributed at the Company's discretion.

To qualify for the Residential income Assistance Service Provision credit or Income Assistance Service Provision credit, a customer must verify they meet at least one of the following requirements in the past 12 months:

1. Receipt of:
   a. Home Heating Credit
   b. State Emergency Relief;
   c. Michigan Energy Assistance Program
   d. Medicaid or
   e. Supplementary Nutrition Assistance Program
2. If a low income customer cannot verify they meet any of the above requirements, a self-attestation form must be completed and provided to the utility.

If any Low Income Energy Assistance program results in a credit balance, that credit balance may only be applied to future billed amounts related to utility service provided to that customer under Rate A. In no case will a refund of such a balance be issued.

Residential Income Assistance Service Provision

The monthly credit for the residential Income Assistance Service Provision shall be applied as follows: Income Assistance Credit: $(***14.50***) per meter per month consistent with and equal to the Customer Charge.

Low Income Assistance Credit Pilot

This credit is available to up to 33,000 qualifying customers taking service under Rate A.

In addition to the income verification methods listed above, a customer may qualify for the Low Income Assistance Credit Pilot with proof of Enrollment in the Company's affordable payment plan as sanctioned under the Michigan Energy Assistance Program (MEAP) or having received one-time MEAP assistance in the past 12 months.

The monthly credit for the residential Low Income Assistance Credit shall be applied as follows: Income Assistance Credit: $(***40.00***) per meter per month, consistent with the Customer Charge.

General Terms and Surcharges

This Rate is subject to all General Terms and Conditions shown on Sheet No. D-1.00 and Surcharges shown on Sheet No. D-2.00.

(Continued on Sheet No. D-11.00)

(Continued from Sheet No. D-10.00)

D5. RESIDENTIAL SERVICE RATE A (Contd.)

Low Income Assistance Credit Pilot (contd.)

The monthly credit for the residential Low Income Assistance Credit shall be applied as follows: Income Assistance Credit: $(***40.00***) per meter per month

General Terms and Surcharges

This Rate is subject to all General Terms and Conditions shown on Sheet No. D-1.00 and Surcharges shown on Sheet No. D-2.00.

Late Payment Charge and Due Date

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

Michigan Public Service Commission
December 10, 2024
Filed by: DW

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

D*6*. MULTIFAMILY DWELLING SERVICE RATE 2A

Character of Service

Who May Take Service

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

Definitions

As used in this Rate Schedule, "residential service" means service to any multifamily dwelling Customer for purposes of spaceheating and other domestic uses. For the purposes of this Rate Schedule, a multifamily dwelling includes such living facilities as for example, cooperatives, condominiums and apartments; provided, however, in order to qualify for this service, each household within such multifamily dwelling must have the normal household facilities such as bathroom, individual cooking and kitchen sink. A "multifamily dwelling" does not include such living facilities as, for example, penal or corrective institutions, motels, hotels, dormitories, nursing homes, tourist homes, military barracks, hospitals, special care facilities or any other facilities primarily associated with the purchase, sale or supplying (for profit or otherwise) of a commodity, product or service by a public or private person, entity, organization or institution; these facilities will be provided service under General Service Rate GS-1.

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

(Continued on Sheet No. D-14.00)

(Continued from Sheet No. D-13.00)

D6. MULTIFAMILY DWELLING SERVICE RATE 2A (Contd.)

Rate

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

Meter Class I:	$14.50 per Meter per month
Meter Class II:	$50.00 per Meter per month
Distribution Charge:	$0.44***732*** per 100 cubic feet
Gas Cost Recovery Charge:	As set forth on Sheet No. D-3.00

General Terms and Surcharges

This Rate is subject to all General Terms and Conditions shown on Sheet No. D-1.00 and Surcharges shown on Sheet No. D-2.00.

Late Payment Charge and Due Date

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

Gas Cost Recovery

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

Customer Contract

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

Meter Classification

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

Meter Class 1:	Meters with a rating of 400 Cubic Feet per Hour (Cfh) or less:
Meter Class II:	Meters with a rating in excess of 400 Cubic Feet per Hour (Cfu)

(Continued on Sheet No. D-15.00)

Held for future use

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

Michigan Public Service Commission
February 7, 2013
Filed

D7. GENERAL SERVICE RATE GS-1 AND GS-2

Availability

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

Rates and Charges

Service Category	Customer Charge per Month	Distribution Charge
GS-1	$50.00 per meter	$0.40***48***1 per 100 cubic feet
GS-2	$925.00 per Customer	$0.32***98***1 per 100 cubic feet

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

Optional Remote Meter Charge $25.00 per Meter per Month

Customers may choose the Service Category under which they take service, consistent with the provisions of Rules C4.1, Classes of Service, C4.2, Choice of Rates and C4.3, Gas Not to be Submetered for Resale. When a Customer is selecting its initial Service Category, Company must advise them that the economic break even point between GS-1 and GS-2 is approximately 14,000 Mcf per year. After the initial selection is made, then it is Customer's responsibility to determine when it is appropriate to switch Service Categories, as permitted by Rule C4.2, Choice of Rates.

Gas Cost Recovery Charge

The gas cost recovery factors are shown on Sheet No. D-3.00. The rate is subject to adjustments for fluctuations in the cost of gas as stated in Rule C7 of the applicable Rules and Regulations of Company.

General Terms and Surcharges

This Rate is subject to all General Terms and Conditions shown on Sheet No. D-1.00 and Surcharges shown on Sheet No. D-2.00.

Late Payment Charge and Due Date

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

(Continued on Sheet No. D-18.00)

(Continued from Sheet No. D-17.00)

D7. GENERAL SERVICE RATE GS-1 AND GS-2 (Contd.)

Standby Service *and Standby Charge*

A. ***Refer to Section C4.5 – Standby Service Availability, Definition and Identification.***

B. Standby Charge: Customer taking Standby Service for a facility or equipment shall pay a monthly charge equal to $***0.04738*** per cubic foot, or $***47.38*** per MMBtu, for each cubic foot, or MMBtu, of nameplate rating of the facility or equipment taking Standby Service.

Metering Requirements

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

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

Customer Contract

Applications for Gas Service shall be in writing upon application forms to be supplied by Company. In addition to such application, Customer taking service under General Service Rate GS-2 is required to sign a Large Volume Contract, limited as to time, which must be approved and executed in compliance with Section C1.2 or C1.7 of this Rate Book.

(Continued on Sheet No. D-19.00)

(Continued from Sheet No. D-18.00)

D*8*. SCHOOL SERVICE RATE S

Character of Service

Who May Take Service

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

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

B. Buildings on property exempt from taxation under the laws of the State of Michigan which are located on the same campus and used to impart instruction provided by colleges and universities when being operated under the laws of said State, including all adjacent and appurtenant buildings owned by the same Customer which are located on the same campus and which constitute an integral part of such college or university facilities.

Rate

Customer Charge:	$270.00 per Customer per month, plus
Distribution Charge:	$0.2***602***6 per 100 cubic feet
Gas Cost Recovery Charge:	As set forth on Sheet No. D-3.00

Customer Charge is "per meter or Contiguous Facility."

Optional Remote Meter Charge	$25.00 per Meter per Month

General Terms and Surcharges

This Rate is subject to all General Terms and Conditions shown on Sheet No. D-1.00 and Surcharges shown on Sheet No. D-2.00.

Late Payment Charge and Due Date

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

(Continued on Sheet No. D-20.00)

(Continued from Sheet No. D-19.00)

D*8*. SCHOOL SERVICE RATE S (Contd.)

Gas Cost Recovery

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

Metering Requirements

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

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

Customer Contract

Applications for Gas Service shall be in writing upon application forms to be supplied by Company. In addition to such application, Customer is required to sign a contract, limited as to time, which must be approved and executed in compliance with Section C1.2 or C1.7 of this Rate Book.

STANDARD CONTRACT RIDER NO. 1 **DTE CleanVision Natural Gas Balance Pilot Program**

Availability:
Participation in the DTE CleanVision Natural Gas Balance Pilot is voluntary. Rider No. 1 is available to GCR and GCC customers taking service under Rates A, AS, GS-1, and GS-2. Customers who elect Rider No. 1 will pay a monthly premium to offset their natural gas emissions. Participation in this pilot program will be available from the effective date of this sheet. Customers must make an active election to participate in Rider No. 1. Individual Rider No. 1 customers will be able to terminate their participation at any time, effective with their next customer bill, if notification is made more than fifteen days prior to the beginning of the next month.

Rate:

Natural Gas Balance Level 1: $4 per Customer per month for an annual carbon abatement* of ***1.239*** MT CO_2e ***(Price assessed annually, not to exceed $4)***

Natural Gas Balance Level 2: $8 per Customer per month for an annual carbon abatement* of ***2.477*** MT CO_2e ***(Price assessed annually, not to exceed $8)***

Natural Gas Balance Level 3: $12 per Customer per month for an annual carbon abatement* of ***3.716*** MT CO_2e ***(Price assessed annually, not to exceed $12)***

Natural Gas Balance Level 4: $16 per Customer per month for an annual carbon abatement* of ***4.954*** MT CO2e ***(Price assessed annually, not to exceed $16)***

Natural Gas Balance Level Legacy: $2.50 per Customer per month (Only applicable to existing BioGreenGas participants when DTE CleanVision Natural Gas Balance launches and are ported to the new pilot program, as BGG program will be closed)

Minimum Term:
The minimum term available to customers is one complete billing month extending thereafter from month to month until terminated by the customer or termination of the DTE CleanVision Natural Gas Balance pilot program, whichever occurs earlier.

* Please note: Carbon abatement is achieved through a combination of both carbon offsets and renewable natural gas.

Any price changes will be communicated at least 30 days in advance to affected customers.

Applicable for End-Use Transportation Service

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

E1. GENERAL PROVISIONS AND DEFINITIONS

E1.1 Definitions

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

Business Day is Monday through Friday, excluding Company holidays.

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

Contract Year is defined within each Contract.

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

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

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

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

MMBtu means one million Btu.

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

(Continued on Sheet No. E-2.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-1.00)

Applicable for End-Use Transportation Service

E1. GENERAL PROVISIONS AND DEFINITIONS (Contd.)

E1.1 Definitions (Contd.)

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

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

Operational Flow Order or OFO ***is a directive the Company issues, as set forth in Section E4.5, 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 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 flowing requirements:***

- ***An OFO that is applicable to all customers,***
- ***An OFO to customers within an affected region,***
- ***An OFO applicable to specific large customers***
- ***Restrictions to a customer with special operating conditions,***
- ***Direction to deliver gas to points specified by the utility.***

See Section E4.5.

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 per Section E4.5.

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 to Company during a Gas Day(s), typically during extreme cold weather or other operational constraints, and only after Company has invoked an Operational Flow Order per Section E4.5.

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

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

(Continued on Sheet No. E-2.01)

Michigan Public Service Commission
January 9, 2017
Filed RL

(Continued from Sheet No. E-2.00)

Applicable for End-Use Transportation Service

E1. GENERAL PROVISIONS AND DEFINITIONS (Contd.)

E1.1 Definitions (Contd.)

Standby Service*: Refer to Section C4.5 - Standby Service Availability, Definition and Identification.*

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

Tariff or Rate Book means Company's Rate Book for Natural Gas Service, M.P.S.C. No. 1 - Gas as modified and approved from time to time by the Commission.

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

Transportation Rate Restoration Charge: See Section E8.

Unauthorized Gas Usage: See Sections E4.5 and E.14.

Unauthorized Gas Usage Charge: See Sections E 4.5, E7, and E.14.

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

(Continued on Sheet No. E-3.00)

(Continued from Sheet No. ***E-2.01***)

Applicable for End-Use Transportation Service

E1. GENERAL PROVISIONS AND DEFINITIONS (Contd.)

E1.2 Application of Rules

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

E1.3 Possession of Gas

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

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

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

(Continued on Sheet No. E-4.00)

Michigan Public Service Commission
January 9, 2017
Filed

(Continued from Sheet No. E-3.00)

Applicable for End-Use Transportation Service

E1. GENERAL PROVISIONS AND DEFINITIONS (Contd.)

E1.4 Warranty

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

E1.5 Non-Waiver of Future Defaults

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

E1.6 Incorporation of Rate Schedules and Contract

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

E1.7 Assignment

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

E1.8 Default

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

(Continued from Sheet No. E-4.00)

Applicable for End-Use Transportation Service

E2. RECORDS, ACCOUNTING AND CONTROL

E2.1 Transmittal of Notices, Bills and Payments

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

E2.2 Nominations, Accounting and Control

A. Customer may designate a third party as agent for purposes of Nominating, and for giving and receiving notices related to Nominations. Customer shall provide Company with written notice of such designation. Any such designation shall be effective starting the Month following the receipt of the notice and will remain in effect until revoked in writing by Customer.

B. All Nominations shall be submitted through Company's electronic gas nomination system. Specific information to be included in the Nomination is posted on Company's electronic gas nomination system.

C. Customer, or its designated agent, shall notify Company's Gas Nominations Department of the daily quantity of gas that Customer is Nominating for delivery to Company on behalf of Customer. Such Nominations shall be submitted by the North American Energy Standards Board (NAESB) Standard Timely Deadline Eastern Clock Time prior to the effective Gas Day. Nominations made within a NAESB Standard Intraday Cycle shall be accepted at the sole discretion of Company. Customer, or its designated agent, shall provide Company with a Nomination for each Gas Day. (If a single nomination is received it shall be assumed to apply for each subsequent day of the month unless otherwise stated).

D. If Customer fails to provide a Nomination for any Month, the daily Nomination is assumed to be zero.

E. For Transportation Service Rate Schedules, Customer or Customer's authorized representative may transfer a portion of their load balancing storage account balance to another End-Use Gas Transportation Customer(s) ("Transferee Customer(s)") served by the Company under the following conditions: 1) Gas transferred to the Transferee Customer's load balancing storage account shall be considered as delivered to the Transferee Customer's Receipt Point under their Gas Transportation Agreement or Contract with the Company; 2) such transactions are prospective and may not be used to avoid penalties once charged; 3) load balancing storage transfer notifications must be received by the Company ten (10) business days prior to the first day of the month of the transfer; and 4) load balancing storage transfers will not be allowed during October and November ***with the exception of Customers withdrawing their gas retained by Company following the termination of their EUT Contract***.

E2.3 Customer Access to Data

The Company will make Customer information available to Customer, or its designated agent, in accordance with the applicable provisions of Section C12 Customer Protections, Customer Access to Data and Section E11(F), Transportation Standards of Conduct, of its tariff. Customer information will be available to Customer, or its designated agent, through the Company's electronic system within 10 days of such information becoming available to the Company. Customer information regarding gas delivered at the Delivery Point(s) by Company to Customer will be in compliance with Section E4.4B of Company's

(Continued on Sheet No. E-6.00)

Michigan Public Service Commission
December 10, 2024
Filed by: DW

(Continued from Sheet No. E-5.00)

Applicable for End-Use Transportation Service

E2.3 Customer Access to Data (contd.)
tariff and all applicable provisions of the Commission's Consumers Standards and Billing Practices for Electric and Natural Gas Service.

E3. GAS QUALITY

E3.1 Quality

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

(1) Gas shall not contain more that 0.0005 percent (5 ppm) oxygen by volume;

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

(3) Gas shall not contain more than 0.25 grain of hydrogen sulfide nor more than 0.5 grain of mercaptan sulfur per 100 cubic feet;

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

(5) Gas shall not at any time have a carbon dioxide content in excess of two percent by volume;

(6) Gas shall not contain an amount of moisture that at any time exceeds five pounds per million cubic feet;

(7) Gas shall be fully interchangeable in accordance with the provisions of AGA Research Bulletin No. 36 and any subsequent modifications and amendments thereof;

(8) The temperature of the gas shall not exceed 100º F;

(9) ***The temperature of the gas shall not be less than 40º F***;

(10) The hydrocarbon dew point of the gas shall not exceed 0º F at 500 pounds per square inch.

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

E3.2 Heating Value

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

(Continued on Sheet No. E-7.00)

Applicable for End-Use Transportation Service

E4. SERVICE REQUIREMENTS

E4.1 Quantities

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

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

E4.2 Delivery Pressure

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

E4.3 Shutoff of Service

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

E4.4 Measurement

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

(1) Transmission Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, ("Gas Measurement Report #3")

(2) Transmission Measurement Committee Report #7, Natural Gas Department, American Gas Association, including the Appendix thereto, dated April 1996, ("Gas Measurement Report #7")

(3) Transmission Measurement Committee Report #8, Natural Gas Department, American Gas Association, including the Appendix thereto, dated July 1992, ("Gas Measurement Report #8")

(4) Transmission Measurement Committee Report #9, Natural Gas Department, American Gas Association, including the Appendix thereto, dated June 2000, ("Gas Measurement Report #9")

(5) And any subsequent modifications and amendments thereof.

(Continued on Sheet No. E-8.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-7.00)

Applicable for End-Use Transportation Service

E4. SERVICE REQUIREMENTS (Contd.)

E4.4 Measurement (Contd.)

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

E4.5 Notice of Operational Flow Order (OFO)

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

A. ***DTE shall deliver any OFO notices to the person the Company is in regular communication with about Customer's day-to-day operations as it pertains to Company. If said contact is no longer in that position or is not available, it is the Customer's responsibility to update DTE with current and accurate contacts. Company shall be deemed to have provided valid notice of the OFO if notice is provided to any person at Customer with whom Company has regular communications about Customer's day-to-day operations as it pertains to DTE.***

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

C. When Company has provided customer notification of an OFODQ Min requirement, customer shall be deemed non-compliant and shall be charged for Unauthorized Gas Usage set forth in Sections E7 and E14, on any Gas Day customer has not nominated and delivered to the Receipt Point(s) quantities of natural gas equal to or greater than customer's required OFODQ Min. ***Should a customer determine the quantity nominated and delivered was equal to or greater than the customers' usage on the gas day(s), although nominated and delivered gas did not meet OFODQ min requirements, such a customer can seek an Unauthorized Gas Usage penalty waiver by providing Company with proof within 30 days of receiving the bill containing the Unauthorized Gas Use charges. The onus is entirely on the customer to identify and contact Company should they be a candidate for such a waiver.***

D. ***Should a customer assert that OFODQ Min compliance caused the customer to have Excess Storage at month-end, customer may request DTE to waive any related Excess Storage Charges for the month the OFO occurred and must provide documentation supporting their claim. The onus lies with the customer to notify DTE and provide evidence within 30 days of receiving the bill containing the Excess Storage charges. The Company reserves the right to waive such an Excess Storage Charge for the following month at its sole discretion.***

The payment of Unauthorized Gas Usage Charge does not create the right to exceed the levels established by an OFO.

(Continued on Sheet No. E-9.00)

Applicable for End-Use Transportation Service

E6. CREDITWORTHINESS

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

A. Customer shall be required to demonstrate creditworthiness. Company is not required to commence service or to continue to provide service if Customer, when requested by Company to demonstrate creditworthiness, fails to do so to Company's satisfaction. Creditworthiness will be based upon: (1) a credit rating of investment grade defined as a rating of at least "BBB-" by Standard & Poor's Corporation, a rating of at least "Baa3" by Moody's Investors Service, or a rating of at least "BBB-" by Fitch Ratings; or (2) if public credit reports are not available, an equivalent rating of investment grade as determined by Company based on the financial rating methodology, criteria and ratios for the industry of Customer as published by the above rating agencies from time to time. For purposes of credit evaluation, Company will consider the following, as applicable:

(1) audited financial statements;

(2) annual report;

(3) most recent filed statements with the Securities and Exchange Commission (or an equivalent authority) or such other publicly available information;

(4) for public entities, the most recent publicly available interim financial statements, with an attestation by its Chief Financial Officer, Controller or equivalent that such statements constitute a true, correct and fair representation of financial condition prepared in accordance with Generally Accepted Accounting Principles (GAAP) or equivalent;

(5) publicly available credit reports from credit and bond rating agencies;

(6) private credit ratings, bank or trade references;

(7) past payment history to Company;

(8) whether Customer has filed for bankruptcy protection and/or is operating under any chapter of the bankruptcy laws;

(9) whether Customer is subject to liquidation or debt reduction procedures such as an assignment for the benefit of creditors or any creditors' committee agreement;

(10) whether Customer's credit rating has been downgraded by a credit rating agency within the last six Months; or

(11) such other information as may be mutually agreed to by Company and Customer.

(Continued on Sheet No. E-10.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-9.00)

Applicable for End-Use Transportation Service

E6. CREDITWORTHINESS (Contd.)

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

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

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

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

E7. UNAUTHORIZED GAS USAGE CHARGE

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

E8. TRANSPORTATION RATE RESTORATION CHARGE

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

E9. AGGREGATION OF ACCOUNTS

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

Michigan Public Service Commission
February 7, 2013
Filed

Applicable for End-Use Transportation Service

E10. ELECTRONIC NOMINATION SYSTEM

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

E11. TRANSPORTATION STANDARDS OF CONDUCT

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

A. Company will apply any Tariff provision relating to transportation service in the same manner without discrimination to all similarly situated persons.

B. Company will not give its marketing affiliate or Customers of its affiliate preference over any other non-affiliated gas marketers or their Customers in matters relating to transportation service including, but not limited to, nominating, balancing, metering, billing, storage, standby service, curtailment policy or price discounts.

C. Company will not communicate to any Customer, Supplier or third parties that any advantage may accrue to such Customer, Supplier or other third party in the use of Company's services as a result of that Customer, Supplier or other third party dealing with its marketing affiliate and shall refrain from giving any appearance that it speaks on behalf of its affiliate.

D. Company will process all similar requests for transportation service in the same manner and within the same period of time.

E. Company will not provide leads or provide market sensitive information regarding a current or potential Customer or marketer to its marketing affiliate. If a Customer requests information about marketers, Company will provide a list of all marketers operating on its system, including its affiliate, but will not promote its affiliate.

F. If a Customer makes a request in writing that its historic volumetric sales and transportation data be provided to a particular marketer or marketers in general, that request will be honored by Company until revoked by Customer. To the extent Company provides to its marketing affiliate a discount or information related to the transportation, sales or marketing of natural gas, including but not limited to Company's Customer lists, that is not readily available or generally known to any other marketer or Supplier or has not been authorized by a Customer, it will provide details of such discount or provide the information contemporaneously to all potential marketers on its system that have requested such information. A marketer may make a standing request for contemporaneous disclosure of such information.

G. Company will not condition or tie its agreement to release interstate pipeline capacity to any agreement by a gas marketer, Customer, Supplier or pipeline transporter relating to any service in which it marketing affiliate is involved.

(Continued on Sheet No. E-12.00)

(Continued from Sheet No. E-11.00)

Applicable for End-Use Transportation Service

E11. TRANSPORTATION STANDARDS OF CONDUCT (Contd.)

H. Company will not condition or tie an agreement to provide a transportation discount to any agreement by a marketer, Customer, Supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.

I. Company's operating employees and the operating employees of its marketing affiliate will function independently of each other, be employed by separate business entities, and reside in separate offices.

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

E12. TRANSPORTATION STANDARDS OF CONDUCT COMPLAINT PROCEDURE

If Company receives a verbal complaint related to its Rules, Regulations and Rate Schedules for Gas Service, M.P.S.C. No. 1, Section E11, Transportation Standards of Conduct, Company will attempt to resolve the complaint on an informal basis. If Company and the complainant are unable to resolve the complaint on an informal basis, the procedures outlined below will be followed:

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

DTE Gas Company
One Energy Plaza
Detroit, MI 48226
Attention: Legal Department

B. Company will acknowledge the receipt of the formal written complaint, in writing, within five working days of receipt by Company.

C. Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates and specific claims.

D. Company will prepare a written statement communicating the results of Company's preliminary investigation within 30 days of the initial receipt of the complaint by Company with a description of the action to be taken or the action proposed to be taken.

E. (1) If the complainant is satisfied with the action taken or the action that is proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of Company's written statement addressing the action taken or proposed to be taken.

(2) If the complainant is not satisfied with Company's response, then the complainant may address the complaint to the Commission.

Michigan Public Service Commission
February 7, 2013
Filed

Applicable for End-Use Transportation Service

E13. TRANSPORTATION CONTRACT CANCELLATION

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

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

(Continued from Sheet No. E-13.00)

Applicable for End-Use Transportation Service

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

Availability

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

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

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

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

Rates and Charges

	Service Category	
	ST	**LT**
Monthly Charges		
Customer Charge	$2,780 Per Customer	$4,9***80*** Per Customer
Customer Charge is "per meter or Contiguous Facility."		
Optional Remote Meter Charge	$25.00 Per Meter	$25.00 Per Meter
Transportation Rates		
Cost Based Rate	$0.139***86*** Per Ccf	$0.1064***7*** Per Ccf
Optional Rates:		
Maximum Rate	$0.256***72*** Per Ccf	$0.189***94*** Per Ccf
Minimum Rate	$0.02300 Per Ccf	$0.02300 Per Ccf

(Continued on Sheet No. E-15.00)

(Continued from Sheet No. E-14.00)

Applicable for End-Use Transportation Service

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

Rates and Charges

	Service Category	
	XLT	**XXLT**
Monthly Charges		
Customer Charge	$14,460 Per Customer	$17***8,05***5 Per Customer
Customer Charge is "per meter or Contiguous Facility."		
Remote Meter Charge	$100.00 Per Meter	$100.00 Per Meter
Transportation Rates		
Cost Based Rate	$0.0841***8*** Per Ccf	$0.02873 Per Ccf
Optional Rates:		
Maximum Rate	$0.150***36*** Per Ccf	$0.150***36*** Per Ccf
Minimum Rate	$0.01800 Per Ccf	$0.00500 Per Ccf

Annual Contract Quantity or ACQ

ACQ means an annual quantity of natural gas specified in the Contract between Customer and Company, that can be delivered to Company and is based on Customer's average 12 Month usage (determined from the last 36 Months of data), plus adjustments, approved at Company's sole discretion, for known or expected changes or special operating conditions (including Standby Service per Section C4.5). Company will utilize their best efforts to ensure that Customer's ACQ is reflective of Customer's annual consumption and allow Customer all reasonable opportunities to minimize the risk of Unauthorized Gas Usage Charges.

Maximum Daily Quantity or MDQ

MDQ means a daily quantity of natural gas specified in the Contract between Customer and Company, that can be delivered to Company and is based on Customer's highest historical Month usage (determined from the last 36 Months of data) divided by the number of days during that Month and multiplied by 110%, plus adjustments, approved at Company's sole discretion, for known or expected changes or special operating conditions (including Standby Service per Section C4.5). Provided, however, during September, October, and November, Customer's MDQ will be based on the daily average of Customer's September, October, and November, usage from the previous three years, plus 1.43% of Customer's ACQ divided by 30 days. The MDQ may be calculated and changed independently from the ACQ. Company and Customer may agree to use a different MDQ as part of the negotiations for an optional discount from the cost based rates set forth in the tariff. Company will utilize their best efforts to ensure that Customer's MDQ is reflective of Customer's maximum daily consumption and allow Customer all reasonable opportunities to minimize the risk of Unauthorized Gas Usage Charges.

(Continued on Sheet No. E-16.00)

(Continued from Sheet No. E-15.00)

Applicable for End-Use Transportation Service

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

Selection Of Service Category and Rates

When Customer is selecting its initial service category, Company must advise it that the economic break-even point between ST and LT is approximately 100,000 Mcf per year, the economic break-even point between LT and XLT is approximately 700,000 Mcf per year the economic break-even point between XLT and XXLT is approximately ***3,500,000*** Mcf per year (based on the cost based rate). After the initial selection is made, then it is Customer's responsibility to determine when it is appropriate to switch service categories.

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

Transportation Service

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

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

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

(Continued on Sheet No. E-17.00)

(Continued from Sheet No. E-16.00)

Applicable for End-Use Transportation Service

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

Gas in Kind

For rates ST, LT and XLT**,** Company shall retain ***1.41***% of all gas received at the Receipt Point(s) to compensate it for the allowance for company-use and lost-and-unaccounted-for gas on Company's system. For rate XXLT, Company shall retain ***1.00***% of all gas received at the Receipt Point(s) to compensate it for the allowance for company-use and lost-and-unaccounted-for gas on Company's system**.** This volume shall not be included in the quantity available for delivery to Customer.

Surcharges and Special Taxes

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

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

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

Late Payment Charge and Due Date

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

Unauthorized Gas Usage

"Unauthorized Gas Usage" occurs when Customer uses Company's system supply while taking service under a ***T***ransportation ***Service*** Rate Schedule ***under one of the following conditions:***

A. If at the end of any month the quantity of gas remaining in Customer's Load Balancing Storage is below zero based on the Company's Monthly meter reads used for billing, then the Company's system supply delivered to balance customers storage shall be treated as Unauthorized Gas Usage and charged the Unauthorized Gas Usage Charge.

B. If, as set forth in E14 - Load Balancing Storage and Charges, sub-section B, during the months of December through March, the volume of gas received by Company, less Gas-in-Kind, plus the lesser of 3% of Customer's ACQ or Customer's actual storage balance, is less than the volume of gas taken by Customer at the Delivery Point(s), then the difference shall be treated as Unauthorized Gas Usage and charged the Unauthorized Gas Usage Charge.

(Continued on Sheet No. E-17.01)

Michigan Public Service Commission
January 9, 2017
Filed

(Continued from Sheet No. E-17.00)

Applicable for End-Use Transportation Service

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

Unauthorized Gas Usage (Contd.)

A. If on any Gas Day the quantity of gas in customer's Load Balancing Storage is less than zero, then the quantity or imbalance of gas that is less than zero may be treated as unauthorized gas usage and may be charged an Unauthorized Gas Usage Charge.

B. If customer is deemed non-compliant on any Gas Day during an OFO per Section E4.5.B, the difference between the required OFODQ Min specified for the customer and the actual quantities nominated and delivered by the customer to the Company will be treated as unauthorized gas usage and shall be charged an Unauthorized Gas Usage Charge (unless specified otherwise in the Contract between the customer and Company).

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

Unauthorized Gas Usage Charge

If Customer uses Company's system supply, then Customer shall pay Unauthorized Gas Use Charges. The charge for such Unauthorized Gas Usage shall be $1.00 per 100 cubic feet plus the highest price reported in Gas Daily in the midpoint column of the Daily Price Survey for the following locations for the month in which the Unauthorized Gas Use occurred: Dawn, Ontario; Chicago city-gates; Consumers city-gate; or MichCon city-gate. Unauthorized Gas Use Charges are in addition to those normal charges made under the applicable Rate Schedules, for all gas taken by Customer in excess of the cumulative volume delivered to Company (less Gas-in-Kind) on behalf of Customer. In the event Gas Daily discontinues its reporting such prices, the Company will select a comparable reporting service.

Any Unauthorized Gas Usage Charges and quantities relating to 1) non-compliance with a Notice of OFO or, 2) if Customer's Load Balancing Storage quantity on any Gas Day is less than zero during a Month, shall be taken into account when calculating total deliveries, Customer's unauthorized use of Company's system supply, and Unauthorized Gas Charges for the month (double counting of penalties shall not be allowed during a Month).

At the Company's sole discretion, Unauthorized Gas Use Charges may be waived if Customer experienced extenuating circumstance(s) or unusual operating condition(s) resulting in Unauthorized Gas Use Charge(s) and meets all the following criteria:

1. ***Customer takes corrective action promptly when Unauthorized Gas Usage is identified;***
2. ***Company determines the Unauthorized Gas Use did not cause undue strain on the Company's system;***
3. ***There is no evidence that Customer, its Supplier, or a third party may have financially benefitted from the Unauthorized gas use; and***
4. ***Customer has not had Unauthorized charges waived in the previous 12 billing months***

In the event Customer qualifies for such a waiver and Unauthorized Gas Use Charges are waived; the Customer is responsible for the cost of Unauthorized Gas Use which shall be equal to:

1. ***the higher of***
   a. ***the GCR factor in effect for the billing month the Unauthorized Gas Use occurred or***
   b. ***the Company's weighted average cost of gas purchased for the calendar month the unauthorized Gas Usage occurred***
2. ***plus $0.10 per 100 cubic feet.***

(Continued on Sheet No. E-18.00)

(Continued from Sheet No. E-17.01)

Applicable for End-Use Transportation Service

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

Load Balancing Storage and Charges

A. Customer shall be charged $0.25 per MMBtu per Month for the storage of any Month-end balance of gas that exceeds 10% of the Annual Contract Quantity for ST, LT, and XLT, or exceeds 5% of the Annual Contract Quantity for XXLT. In addition, a Gas-in-Kind rate for fuel used for injection will be assessed for any portion of the month-end balance of gas that exceeds 10% of the Annual Contract Quantity for ST, LT, and XLT, or exceeds 5% of the Annual Contract Quantity for XXLT and is in excess of the prior month-end balance. The fuel for injection shall be paid for by Gas-in-Kind at the Gas-In-Kind rate applicable to the customer's rate schedule.

B. Monthly withdrawals from storage during December through March will be limited to 3% of Customer's ACQ. Withdrawals in excess of that limit may be authorized but are subject to DTE Gas's sole judgment and prior approval pursuant to appropriate terms and conditions. Without prior approval, if during the months of December through March the volume of gas received by Company, less Gas-in-Kind plus the lesser of 3% of Customer's ACQ or the Customer's actual storage balance is less than the volume of gas taken by Customer at the Delivery Point(s), then the difference will be treated as unauthorized gas usage and will be charged under the Unauthorized Gas Usage provision.

C. Injections into storage during September, October and November will be limited to no more than 1.43% of ACQ without prior approval from Company. Customer will be charged $0.25 per MMBtu of gas, plus Gas-In-Kind at the rate applicable to the customer's rate schedule retained as fuel, for any gas injected during the September through November period that exceeds the Month-end tolerance level of 1.43 of ACQ per Month. This charge will be in addition to any charges assessed to Customer for exceeding the Month-end balance of gas that exceeds 10% of the ACQ for ST, LT, and XLT, or exceeds 5% of the ACQ for XXLT.

D. Provisions for load balancing storage transfers are provided in Section E2.2E.

Standby Service

A. Charges:

Customer taking Standby Service for a facility or equipment shall pay a Monthly charge equal to Company's election of:

(1) $***0.0470*** per cubic foot, or $***47*** per MMBtu, for each cubic foot, or MMBtu, of nameplate rating of the facility or equipment taking Standby Service; or

(2) $***1.96*** per MMBtu of SMDQ.

B. ***Refer to Section C4.5 – Standby Service Availability, Definition and Identification***.

(Continued on Sheet No. E-19.00)

(Continued from Sheet No. E-18.00)

Applicable for End-Use Transportation Service

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

Metering Requirements

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

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

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

Customer Contract

Customer is required to sign a Transportation Contract, limited as to time, which must be approved and executed ***in compliance with Section C1.2 or C1.7 of this Rate Book.***

Applicable for Off-System Storage and Transportation Service

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

E15. GENERAL PROVISIONS AND DEFINITIONS

E15.1 Definitions

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

Business Day is Monday through Friday, excluding Company holidays.

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

Contract Year is defined within each Contract.

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

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

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

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

Maximum Daily Injection Quantity or MDIQ means the maximum quantity of gas that Customer is entitled to nominate for injection into storage during a Gas Day, subject to the terms and conditions of the Rate Book.

***Maximum Daily Withdrawal Quantity or* MDWQ** means the maximum quantity of gas that Customer is entitled to nominate for withdrawal from storage during a Gas Day, subject to the terms and conditions of the Rate Book.

Maximum Storage Quantity or MSQ means the maximum quantity of gas that Customer is entitled to nominate for storage in Customer's storage account and that Company is obligated to store in Customer's storage account during the term of the Customer's Storage Contract.

(Continued on Sheet No. E-21.00)

Michigan Public Service Commission
January 9, 2017
Filed

(Continued from Sheet No. E-20.00)

Applicable for Off-System Storage and Transportation Service

E15. GENERAL PROVISIONS AND DEFINITIONS (Contd.)

E15.1 Definitions (Contd.)

MMBtu means one million Btu.

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

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

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

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

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

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

Tariff or **Rate Book** means Company's Rate Book for Natural Gas Service, M.P.S.C. No. 1 - Gas as modified and approved from time to time by the Commission.

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

Unauthorized Gas Usage Charge: See Section E21.

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

(Continued on Sheet No. E-22.00)

Michigan Public Service Commission
January 9, 2017
Filed

(Continued from Sheet No. E-21.00)

Applicable for Off-System Storage and Transportation Service

E15. GENERAL PROVISIONS AND DEFINITIONS (Contd.)

E15.2 Application of Rules

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

E15.3 Possession of Gas

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

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

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

(Continued on Sheet No. E-23.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-22.00)

Applicable for Off-System Storage and Transportation Service

E15. GENERAL PROVISIONS AND DEFINITIONS (Contd.)

E15.4 Warranty

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

E15.5 Non-Waiver of Future Defaults

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

E15.6 Incorporation of Rate Schedules and Contract

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

E15.7 Assignment

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

E15.8 Default

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

(Continued on Sheet No. E-24.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-23.00)

Applicable for Off-System Storage and Transportation Service

E15. GENERAL PROVISIONS AND DEFINITIONS (Contd.)

E15.9 Storage Balance Transfers

Customer shall be entitled to transfer, in-field, any of its ***s***torage ***g***as to another ***Customer*** pursuant to a valid request for an in-field transfer. ***Company*** may restrict such transfers when the transfer would result in an increase in ***Company's*** service obligations, and such increase would in ***Company's*** reasonable judgment impair ***Company's*** ability to meet all of its other service obligations of equal or higher priority, or would allow ***Customer*** to avoid otherwise applicable obligations to provide ***Gas-in-Kind***. There shall be no charge or ***Gas-in-Kind*** assessed for in-field transfers.

E15.10 Contract Extension Provision

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

E15.11 Prohibition of Simultaneous Injections and Withdrawals

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

(Continued from Sheet No. E-24.00)

Applicable for Off-System Storage and Transportation Service

E16. RECORDS, ACCOUNTING AND CONTROL

E16.1 Transmittal of Notices, Bills and Payments

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

E16.2 Nominations, Accounting and Control

A. Customer may designate a third party as agent for purposes of Nominating, and for giving and receiving notices related to Nominations. Customer shall provide Company with written notice of such designation. Any such designation shall be effective starting the Month following the receipt of the notice and will remain in effect until revoked in writing by Customer.

B. All Nominations shall be submitted through Company's electronic gas nomination system. Specific information to be included in the Nomination is posted on Company's electronic gas nomination system.

C. Customer, or its designated agent, shall notify Company's Gas Nominations Department of the daily quantity of gas that Customer is Nominating for delivery to Company on behalf of Customer. Such Nominations shall be submitted by the North American Energy Standards Board (NAESB) Standard Timely Cycle Deadline Eastern Clock Time prior to the effective Gas Day, Nominations made within a NAESB Standard Intraday Cycle shall be accepted at the sole discretion of Company. Customer, or its designated agent, shall provide Company with a Nomination for each Gas Day. (If a single nomination is received it shall be assumed to apply for each subsequent day of the month unless otherwise stated).

D. If Customer fails to provide a Nomination for any Month, the daily Nomination is assumed to be zero.

E16.3 Customer Access to Data

The Company will make Customer information available to Customer, or its designated agent, in accordance with the applicable provisions of Section C12 Customer Protections, Customer Access to Data and Section E11(F), Transportation Standards of Conduct, of its tariff. Customer information will be available to Customer, or its designated agent, through the Company's electronic system within 10 days of such information becoming available to the Company. Customer information regarding gas delivered at the Delivery Point(s) by Company to Customer will be in compliance with Section E4.4B of Company's tariff and all applicable provisions of the Commission's Consumers Standards and Billing Practices for Electric and Natural Gas Service.

(Continued on Sheet No. E-26.00)

(Continued from Sheet No. E-25.00)

Applicable for Off-System Storage and Transportation Service

E17. GAS QUALITY

E17.1 Quality

A. The gas delivered to Company shall meet the requirements ***in Section E3***:

(Continued on Sheet No. E-27.00)

(Continued from Sheet No. E-26.00)

Applicable for Off-System Storage and Transportation Service

E17. GAS QUALITY (Contd.)

E17.1 Quality (Contd.)

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

E17.2 Heating Value

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

E18. SERVICE REQUIREMENTS

E18.1 Quantities

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

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

E18.2 Delivery Pressure

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

(Continued on Sheet No. E-28.00)

(Continued from Sheet No. E-27.00)

Applicable for Off-System Storage and Transportation Service

E18. SERVICE REQUIREMENTS (Contd.)

E18.3 Shutoff of Service

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

E18.4 Measurement

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

(1) Transmission Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, ("Gas Measurement Report #3")

(2) Transmission Measurement Committee Report #7, Natural Gas Department, American Gas Association, including the Appendix thereto, dated April 1996, ("Gas Measurement Report #7")

(3) Transmission Measurement Committee Report #8, Natural Gas Department, American Gas Association, including the Appendix thereto, dated July 1992, ("Gas Measurement Report #8")

(4) Transmission Measurement Committee Report #9, Natural Gas Department, American Gas Association, including the Appendix thereto, dated June 2000, ("Gas Measurement Report #9")

(5) And any subsequent modifications and amendments thereof.

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

E19. BILLING

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

(Continued on Sheet No. E-29.00)

Michigan Public Service Commission
January 9, 2017
Filed

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

Applicable for Off-System Storage and Transportation Service

E20. CREDITWORTHINESS

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

A. Customer shall be required to demonstrate creditworthiness. Company is not required to commence service or to continue to provide service if Customer, when requested by Company to demonstrate creditworthiness, fails to do so to Company's satisfaction. Creditworthiness will be based upon: (1) a credit rating of investment grade defined as a rating of at least "BBB-" by Standard & Poor's Corporation, a rating of at least "Baa3" by Moody's Investors Service, or a rating of at least "BBB-" by Fitch Ratings; or (2) if public credit reports are not available, an equivalent rating of investment grade as determined by Company based on the financial rating methodology, criteria and ratios for the industry of Customer as published by the above rating agencies from time to time. For purposes of credit evaluation, Company will consider the following, as applicable:

(1) audited financial statements;

(2) annual report;

(3) most recent filed statements with the Securities and Exchange Commission (or an equivalent authority) or such other publicly available information;

(4) for public entities, the most recent publicly available interim financial statements, with an attestation by its Chief Financial Officer, Controller or equivalent that such statements constitute a true, correct and fair representation of financial condition prepared in accordance with Generally Accepted Accounting Principles (GAAP) or equivalent;

(5) publicly available credit reports from credit and bond rating agencies;

(6) private credit ratings, bank or trade references;

(7) past payment history to Company;

(8) whether Customer has filed for bankruptcy protection and/or is operating under any chapter of the bankruptcy laws;

(9) whether Customer is subject to liquidation or debt reduction procedures such as an assignment for the benefit of creditors or any creditors' committee agreement;

(10) whether Customer's credit rating has been downgraded by a credit rating agency within the last six Months; or

(11) such other information as may be mutually agreed to by Company and Customer.

(Continued on Sheet No. E-31.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-30.00)

Applicable for Off-System Storage and Transportation Service

E20. CREDITWORTHINESS (Contd.)

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

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

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

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

E21. UNAUTHORIZED GAS USAGE CHARGE

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

E22. ELECTRONIC NOMINATION SYSTEM

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

Applicable for Off-System Storage and Transportation Service

E23. TRANSPORTATION STANDARDS OF CONDUCT

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

A. Company will apply any Tariff provision relating to transportation service in the same manner without discrimination to all similarly situated persons.

B. Company will not give its marketing affiliate or Customers of its affiliate preference over any other non-affiliated gas marketers or their Customers in matters relating to transportation service including, but not limited to, nominating, balancing, metering, billing, storage, curtailment policy or price discounts.

C. Company will not communicate to any Customer, Supplier or third parties that any advantage may accrue to such Customer, Supplier or other third party in the use of Company's services as a result of that Customer, Supplier or other third party dealing with its marketing affiliate and shall refrain from giving any appearance that it speaks on behalf of its affiliate.

D. Company will process all similar requests for transportation service in the same manner and within the same period of time.

E. Company will not provide leads or provide market sensitive information regarding a current or potential Customer or marketer to its marketing affiliate. If a Customer requests information about marketers, Company will provide a list of all marketers operating on its system, including its affiliate, but will not promote its affiliate.

F. If a Customer makes a request in writing that its historic volumetric sales and transportation data be provided to a particular marketer or marketers in general, that request will be honored by Company until revoked by Customer. To the extent Company provides to its marketing affiliate a discount or information related to the transportation, sales or marketing of natural gas, including but not limited to Company's Customer lists, that is not readily available or generally known to any other marketer or Supplier or has not been authorized by a Customer, it will provide details of such discount or provide the information contemporaneously to all potential marketers on its system that have requested such information. A marketer may make a standing request for contemporaneous disclosure of such information.

G. Company will not condition or tie its agreement to release interstate pipeline capacity to any agreement by a gas marketer, Customer, Supplier or pipeline transporter relating to any service in which it marketing affiliate is involved.

(Continued on Sheet No. E-33.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-32.00)

Applicable for Off-System Storage and Transportation Service

E23. TRANSPORTATION STANDARDS OF CONDUCT (Contd.)

H. Company will not condition or tie an agreement to provide a transportation discount to any agreement by a marketer, Customer, Supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.

I. Company's operating employees and the operating employees of its marketing affiliate will function independently of each other, be employed by separate business entities, and reside in separate offices.

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

E24. TRANSPORTATION STANDARDS OF CONDUCT COMPLAINT PROCEDURE

If Company receives a verbal complaint related to its Rules, Regulations and Rate Schedules for Gas Service, M.P.S.C. No. 5, Section E23, Transportation Standards of Conduct, Company will attempt to resolve the complaint on an informal basis. If Company and the complainant are unable to resolve the complaint on an informal basis, the procedures outlined below will be followed:

A. Complainant will route all formal complaints in writing to:
DTE Gas Company
One Energy Plaza
Detroit, MI 48226
Attention: Legal Department

B. Company will acknowledge the receipt of the formal written complaint, in writing, within five working days of receipt by Company.

C. Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates and specific claims.

D. Company will prepare a written statement communicating the results of Company's preliminary investigation within 30 days of the initial receipt of the complaint by Company with a description of the action to be taken or the action proposed to be taken.

E. (1) If the complainant is satisfied with the action taken or the action that is proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of Company's written statement addressing the action taken or proposed to be taken.

(2) If the complainant is not satisfied with Company's response, then the complainant may address the complaint to the Commission.

Michigan Public Service Commission
February 7, 2013
Filed

Applicable for Off-System Storage and Transportation Service

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

Service Eligibility

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

Customer is required to sign a Contract, limited as to time, which must be approved and executed ***in compliance with Section C1.2 or C1.7 of this Rate Book***. before it shall be binding upon Company.

Definitions

As used in this Rate Schedule:

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

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

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

Type of Service Offered

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

Transportation Service

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

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

The Receipt Point(s) and Delivery Point(s) shall be mutually agreed upon by Company and Customer and set forth in the Contract.

Any rates, terms and conditions not covered by Tariff shall be as contained in Company's standard Contract for Off-System Service

(Continued on Sheet No. E-35.00)

(Continued from Sheet No. E-34.00)

Applicable for Off-System Storage and Transportation Service

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

Imbalance

Company and Customer shall work to keep the gas flow in balance at all times. If at any time, the volumes of gas received by Company at the Receipt Point(s) are greater or lesser than the gas delivered at the Delivery Point(s), Company may refuse, increase or decrease deliveries to correct the imbalances. If, upon termination of a Contract, Customer has not delivered to Company quantities of gas that are equal to those Customer has taken at the Delivery Point(s), Customer must deliver the deficient volumes to Company, within 60 days of the termination of Contract, at a mutually agreeable rate of delivery. If Customer fails to correct the imbalance within the 60 day period, then Customer shall pay an Unauthorized Gas Usage Charge to Company. The charge for such Unauthorized Gas Usage shall be $10.00 per MMBtu plus the highest price reported in Gas Daily in the midpoint column of the Daily Price Survey for the following locations for the month in which the Unauthorized Gas Use occurred: Dawn, Ontario; Chicago city-gates; Consumers city-gate; or MichCon city-gate. In the event Gas Daily discontinues its reporting such prices, the Company will select a comparable reporting service.

Gas in Kind

Company shall retain 1.00% of all gas received at the Receipt Point(s) to compensate it for the allowance for company-use and lost-and-unaccounted-for gas on Company's system. This volume shall not be included in the quantity available for delivery to Customer. In no event will Customer pay Gas-in-Kind more than once on the same volumes.

Rates

A. For contracts less than 365 days, a rate as mutually agreed to by Customer and Company and set forth in Contract, consisting of a demand portion and/or a commodity portion.

B. For contracts equal to or exceeding 365 days, a rate not to exceed $***0.4711*** per MMBtu, consisting of a demand portion and/or a commodity portion shall be mutually agreed to by Customer and Company and set forth in Contract.

Late Payment Charge and Due Date

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

(Continued on Sheet No. E-35.01)

(Continued from Sheet No. E-35.00)

Applicable for Off-System Storage and Transportation Service

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

Penalty Charges:

Company is authorized to charge transportation customers Unauthorized Gas Usage Charge if Customer takes gas at one or more Delivery Points in excess of Customer's MDQ and/or ACQ without Company's prior consent. The charge for such Unauthorized Gas Usage shall be $10.00 per MMBtu plus the highest price reported in Gas Daily in the midpoint column of the Daily Price Survey for the following locations for the month in which the Unauthorized Gas Use occurred: Dawn, Ontario; Chicago city-gates; Consumers city-gate; or MichCon city-gate for all gas taken by Customer in excess of MDQ and/or ACQ (less Gas-in-Kind). In the event Gas Daily discontinues its reporting such prices, the Company will select a comparable reporting service.

Applicable for Off-System Storage and Transportation Service

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

Service Eligibility

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

Customer is required to sign a Contract, limited as to time, which must be approved and executed ***in compliance with Section C1.2 or C1.7 of this Rate Book*** before it shall be binding upon Company.

Definitions

As used in this Rate Schedule:

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

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

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

Type of Service Offered

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

Transportation Service

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

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

The Receipt Point(s) and Delivery Point(s) shall be mutually agreed upon by Company and Customer and set forth in the Contract.

Any rates, terms and conditions not covered by Tariff shall be as contained in Company's standard Contract for Off-System Service.

(Continued on Sheet No. E-37.00)

(Continued from Sheet No. E-36.00)

Applicable for Off-System Storage and Transportation Service

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

Imbalance

Company and Customer shall work to keep the gas flow in balance at all times. If at any time, the volumes of gas received by Company at the Receipt Point(s) are greater or lesser than the gas delivered at the Delivery Point(s), Company may refuse, increase or decrease deliveries to correct the imbalances. If, upon termination of a Contract, Customer has not delivered to Company quantities of gas that are equal to those Customer has taken at the Delivery Point(s), Customer must deliver the deficient volumes to Company, within 60 days of the termination of Contract, at a mutually agreeable rate of delivery. If Customer fails to correct the imbalance within the 60 day period, then Customer shall pay an Unauthorized Gas Usage charge to Company. The charge for such Unauthorized Gas Usage shall be $10.00 per MMBtu plus the highest price reported in Gas Daily in the midpoint column of the Daily Price Survey for the following locations for the month in which the Unauthorized Gas Use occurred: Dawn, Ontario; Chicago city-gates; Consumers city-gate; or MichCon city-gate for all gas taken by Customer in excess of the cumulative volume delivered to Company (less Gas-in-Kind) on behalf of Customer. In the event Gas Daily discontinues its reporting such prices, the Company will select a comparable reporting service.

Gas in Kind

Company shall retain 1.00% of all gas received at the Receipt Point(s) to compensate it for the allowance for company-use and lost-and-unaccounted-for gas on Company's system. This volume shall not be included in the quantity available for delivery to Customer. In no event will Customer pay Gas-in-Kind more than once on the same volumes.

Rates

A. For contracts less than 365 days, a rate as mutually agreed to by Customer and Company and set forth in Contract, consisting of a demand portion and/or a commodity portion.

B. For contracts equal to or exceeding 365 days, a rate not to exceed $***0.4711*** per MMBtu, consisting of a demand portion and/or a commodity portion shall be mutually agreed to by Customer and Company and set forth in Contract.

Late Payment Charge and Due Date

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

(Continued on Sheet No. E-37.01)

(Continued from Sheet No. E-37.00)

Applicable for Off-System Storage and Transportation Service

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

Penalty Charges:

Company is authorized to charge Transportation customers Unauthorized Gas Usage Charge if Customer takes gas at one or more Delivery Points in excess of Customer's MDQ and/or ACQ without Company's prior consent. The charge for such Unauthorized Gas Usage shall be $10.00 per MMBtu plus the highest price reported in Gas Daily in the midpoint column of the Daily Price Survey for the following locations for the month in which the Unauthorized Gas Use occurred: Dawn, Ontario; Chicago city-gates; Consumers city-gate; or MichCon city-gate for all gas taken by Customer in excess of MDQ and/or ACQ (less Gas-in-Kind). In the event Gas Daily discontinues its reporting such prices, the Company will select a comparable reporting service.

Applicable for Off-System Storage and Transportation Service

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

Availability

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

A. Company has determined that it has sufficient available and uncommitted storage capacity to perform the service requested by the entity; and

B. Customer is required to sign a Contract, limited as to time, which must be approved and executed ***in compliance with Section C1.2 or C1.7 of this Rate Book.***

Characteristics of Service

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

Gas in Kind

Fuel for injection of ***1.00***% shall be paid for by Gas-in-Kind.

Rates

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

Late Payment Charge and Due Date

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

(Continued on Sheet No. E-39.00)

(Continued from Sheet No. E-37.01)

Applicable for Off-System Storage and Transportation Service

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

Penalty Charges

Company is authorized to charge Storage Customers for Unauthorized Gas Use for any portion of Customer's injections into or withdrawals from storage that exceed the MDIQ, MDWQ, and/or MSQ set forth in the Customer's Storage Contract that is made by the Customer without Company's prior consent. Such a charge shall not apply to any gas tendered as Gas-in-Kind. In the event Customer withdraws gas from storage that is not in Customer's storage account prior to such withdrawal, Company is authorized to invoice Customer $10.00 per MMBtu plus the highest price reported in Gas Daily in the midpoint column of the Daily Price Survey for the following locations for the month in which the Unauthorized Gas Use occurred: Dawn, Ontario; Chicago city-gates; Consumers city-gate; or MichCon city-gate for such gas. In the event Gas Daily discontinues its reporting such prices, the Company will select a comparable reporting service.

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

(Continued on Sheet No. E-40.00)

Applicable for Off-System Storage and Transportation Service

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

Availability

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

A. Company has determined that it has sufficient available and uncommitted storage capacity to perform the service requested by the entity; and

B. Customer is required to sign a Contract, limited as to time, which must be approved and executed ***in compliance with Section C1.2 or C1.7 of this Rate Book.***

Characteristics of Service

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

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

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

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

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

(Continued on Sheet No. E-41.00)

(Continued from Sheet No. E-40.00)

Applicable for Off-System Storage and Transportation Service

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

Gas in Kind

Fuel for injection of 1.00% shall be paid for by Gas-in-Kind.

Rates

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

Late Payment Charge and Due Date:

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

Penalty Charges:

Company is authorized to charge storage Customers for d Unauthorized Gas Use for any portion of Customer's injections into or withdrawals from storage that exceed the MDIQ, MDWQ, and/or MSQ set forth in the Customer's Storage Contract that is made by the Customer without Company's prior consent. Such a charge shall not apply to any gas tendered as Gas-in-Kind. In the event Customer withdraws gas from storage that is not in Customer's storage account prior to such withdrawal, Company is authorized to invoice Customer $10.00 per MMBtu plus the highest price reported in Gas Daily in the midpoint column of the Daily Price Survey for the following locations for the month in which the Unauthorized Gas Use occurred: Dawn, Ontario; Chicago city-gates; Consumers city-gate; or MichCon city-gate for such gas. In the event Gas Daily discontinues its reporting such prices, the Company will select a comparable reporting service.

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

(Continued on Sheet No. E-42.00)

SECTION E – PART III
CASHOUT MECHANISM

E29. CASHOUT MECHANISM

E29.1 Scope

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

E29.2 Definitions

As used in Section E29:

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

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

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

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

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

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

Company means DTE Gas Company, or DTE Gas.

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

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

(Continued on Sheet No. E-43.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-42.00)

E29. CASHOUT MECHANISM (Contd.)

E29.2 Definitions (Contd.)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. E-44.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-43.00)

E29. CASHOUT MECHANISM (Contd.)

E29.3 Determination and Resolution of Imbalances

A. It is the Nominating Agent's responsibility to provide timely and accurate nominations of quantities proposed to be received and delivered by Company, and to maintain each day, as nearly as practicable, equality between Actual Receipts and Actual Deliveries under Section E29. Company will reject nominations exceeding the Maximum Nomination Quantity. Actual Receipts exceeding the Maximum Nomination Quantity will be considered Trespass Gas, as such term is defined on DTE Gas's electronic nomination system.

B. If Actual Deliveries exceed Actual Receipts at a Dry Receipt Point by greater than ten percent (10%) on a cumulative daily basis throughout the Month, Company will reject and or modify all nominations received at the Dry Receipt Point. Company will allow nominations to continue when the difference between Actual Deliveries and Actual Receipts at the Dry Receipt Point is equal to or less than ten percent (10%) on a cumulative daily basis for the Month.

C. At the end of each Production Month, Company will determine whether Nominating Agent caused an Imbalance to occur. If an Imbalance exists, Nominating Agent and Company shall Cashout the Imbalance volume pursuant to Section E29.4.

E29.4 Cashout Provision

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

(Continued on Sheet No. E-45.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-44.00)

E29. CASHOUT MECHANISM (Contd.)

E29.4 Cashout Provision (Contd.)

B. Each Month, Company shall determine the Monthly Index Price. The Monthly Index Price shall be based on the Daily Price Survey rates for MichCon City Gate as reported in Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service. The Monthly Index Price shall be equal to the sum of the daily Mich.-MichCon Midpoint City Gate Price for the applicable Production Month divided by the number of quoted price days in the same Production Month. Company will post the Monthly Index Price on its electronic nomination system by the 3rd Business Day of the Month.

C. In cases where Nominating Agent's Imbalance results in Excess Quantities, Company shall pay Nominating Agent the following based on the Monthly Imbalance percentage:

Imbalance Percentage (Tier)	Cashout Price for the Excess Quantities
Greater of first 100 MMBtu Or 0% up to 2%	100% of Monthly Index Price
> 2% Up to 5%	80% of Monthly Index Price
> 5%	60% of Monthly Index Price

For purposes of determining the tier at which an Imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, Excess Quantities that make up the first 2% of the Imbalance will be priced at 100% of the Monthly Index Price. Excess Quantities making up the next 3% of the Imbalance will be priced at 80% of the Monthly Index Price. Excess Quantities making up the remaining 2% of the Imbalance will be priced at 60% of the Monthly Index Price.

(Continued on Sheet No. E-46.00)

(Continued from Sheet No. E-45.00)

E29. CASHOUT MECHANISM (Contd.)

E29.4 Cashout Provision (Contd.)

D. In cases where Nominating Agent's Imbalance results in Deficient Quantities, Nominating Agent shall pay Company the following based on the Monthly Imbalance percentage:

Imbalance Percentage (Tier)	Cashout Price for Deficient Quantities
Greater of first 100 MMBtu Or 0% up to 2%	100% of Monthly Index Price
> 2% Up to 5%	120% of Monthly Index Price
> 5%	140% of Monthly Index Price

For purposes of determining the tier at which an Imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, Deficient Quantities that make up the first 2% of the Imbalance will be priced at 100% of the Monthly Index Price. Deficient Quantities making up the next 3% of the Imbalance will be priced at 120% of the Monthly Index Price. Deficient Quantities making up the remaining 2% of the Imbalance will be priced at 140% of the Monthly Index Price.

E. Cashout of volumes relating to prior period adjustments shall be cashed out at 100% of the Monthly Index Price applicable to the Production Month in which the prior period adjustment was created.

(Continued on Sheet No. E-47.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-46.00)

E29. CASHOUT MECHANISM (Contd.)

E29.5 Imbalance Trading

A. Company will allow a Nominating Agent to net Imbalances with other Nominating Agents within the Alpena System Dry Points and within the Non-Alpena System Dry Points, but not between Alpena System Dry Points and the Non-Alpena System Dry Points. Gas from Alpena System Dry Points must be transported to Company's Woolfolk delivery point, or other points as identified on DTE Gas's electronic nomination system before imbalance trading can occur.

B. The information required for imbalance trading must include the identification of both Nominating Agents involved in the trade, production period, and the Monthly volume to be traded. Imbalances must be traded with Imbalances in the opposite direction and must move the Nominating Agent's Imbalance closer to zero.

C. Company will enable the imbalance trading process by:

(1) Receiving the request for imbalance trade;
(2) Receiving the imbalance trade confirmation;
(3) Sending the imbalance trade notification;
(4) Reflecting the trade on the Nominating Agent's next Monthly imbalance or cashout invoice.

D. Imbalance trades can only be withdrawn by the initiating Nominating Agent and only prior to Company sending the imbalance trade notification.

E. Company will post on its electronic nomination system a list of imbalance trading procedures in order to facilitate the Monthly trading of Imbalances.

(Continued on Sheet No. E-48.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. E-47.00)

E29. CASHOUT MECHANISM (Contd.)

E29.6 Billing and Payment

A. On or about the 20th calendar day of each Month, Company shall render to Nominating Agent a statement of the Cashout amount for the preceding Production Month.

B. In cases where a Deficient Quantity exists, Nominating Agent shall make payments to Company within 10 calendar days of the statement date. Payments shall be remitted to Company as directed on the invoice.

C. In cases where an Excess Quantity exists, Company shall make payments to Nominating Agent within 10 calendar days of the statement date. Company shall remit payments to Nominating Agent in the manner directed by Nominating Agent.

D. In the event that Nominating Agent fails to pay the amount of any statement rendered by Company within the allowed time, then Nominating Agent will be subject to immediate suspension of service, i.e., nominations will not be accepted, until such amount is paid. By authorizing Nominating Agent to nominate gas, Title Holder is deemed to be the guarantor for payment of any amounts due Company not paid by Nominating Agent. In addition to any other remedies Company may have, without notice or approval, (1) Company may offset any indebtedness it owes under this mechanism or otherwise to Nominating Agent and or Title Holder against any amounts Nominating Agent or Title Holder owes to Company under this mechanism and (2) Company may take title, at no cost and free and clear of any adverse claims, to Title Holder's gas on Company's system including but not limited to gas in Company's and DTE Michigan Gathering Company's transportation facilities, parked gas and gas in Company's storage facilities as compensation for service in the event Nominating Agent defaults on any of its cashout payment obligations to Company. Company will only take title to an amount of Title Holder's gas necessary to offset the undisputed dollar amount Nominating Agent owes to Company. The monetary value of the gas will be the Monthly Index Price for the Month in which the imbalance occurred.

SECTION F
GAS CUSTOMER CHOICE PROGRAM

F1. GENERAL PROVISIONS

A Supplier desiring to supply gas to customers under the Gas Customer Choice Service Rate CC (Rate CC) must receive a license from the Commission, register with the Staff of the Commission, and execute an "Alternative Gas Supplier Agreement" with the Company prior to any solicitation of the Company's customers. Such agreement shall require compliance with all of the terms of this Rule F1 through F5.

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

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

F1.1 Customers may elect to participate in the Program and Suppliers may solicit customer participation at any time. However, if a customer is in arrears with the Company, the customer is not eligible to participate in this customer choice program until arrearages have been paid in full to the Company.

F1.2 A customer who is a transportation or sales customer of the Company must comply with any minimum term requirements of those tariffs before being permitted to switch to Rate CC.

F1.3 The customer's selection of a Supplier shall remain in effect until (i) terminated by the customer or the Supplier, or (ii) the Supplier becomes disqualified from participating in the Program, or (iii) the Company receives an enrollment for that customer from another Supplier. The Company shall incur no liability for relying on information from a customer or a Supplier which the Company believes to be genuine.

F1.4 A Supplier shall provide the Company, no later than 3 business days prior to the end of the calendar month prior to the month in which the Supplier's customer commences service, a cash deposit in the amount of $10.00 per Mcf for 10/365ths of the Company-estimated total annual load for those customers selecting that Supplier. The cash deposit shall be adjusted if the Company-estimated total annual load for those customers changes. As an alternative to a cash deposit, the Supplier may provide an irrevocable letter of credit from a financial institution, a surety bond, or a parental guarantee satisfactory to the Company in not less than the amount of the cash deposit. Any such letter of credit, surety bond or parental guarantee shall be in a form acceptable to the Company. The amount of cash deposit, letter of credit, surety bond or parental guarantee shall be applied against any unpaid charges and/or fees, as well as any price reconciliation liabilities, or liabilities associated with Supplier default. Cash deposit amounts not so applied shall be refunded to the Supplier if the Supplier ceases to serve customers under the Program.

(Continued on Sheet No. F-2.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. F-1.00)

F1. GENERAL PROVISIONS (Contd.)

The Company shall pay simple interest to each Supplier who makes a cash deposit for the time the deposit is held. The interest rate shall be the average monthly short-term borrowing rate available to the Company for each month, or months in which the deposit is held. Payment of the interest to the Supplier shall be made at least semi-annually. The deposit shall cease to draw interest on the date the deposit is returned, on the date service is terminated, on the date the deposit is applied against any unpaid charges, fees or liabilities or the date that notice that the deposit is no longer required is sent to the Supplier's last known address.

F1.5 ***Monthly*** remittance***s*** 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 for the months from the preceding April through the current billing month less the ***average actual*** price per Mcf ***billed to customers***, converted to price per MMBtu using the system-average Btu factor; and (b) equals the increase for that month, if any, in the amount by which the cumulative Mcf quantity billed to customers for the Program Year, converted to MMBtu using the system-average Btu factor, exceeds the cumulative Supplier deliveries for the Program Year in MMBtu. The Supply Equalization Charge shall not be less than zero. The Program Year is the year beginning April 1 and ending the following March 31.

F1.6 A Supplier shall pay a monthly Administrative Fee of $100.00 per Supplier-designated Pricing Category.

F1.7 The Company will provide each Supplier with a monthly schedule of quantities for delivery of gas into the Company's system on behalf of the Supplier's customers. The initial schedule will indicate quantities that the Supplier is required to deliver each day ***on an aggregate basis for all accounts served by a Supplier, i.e., all Supplier-designated Pricing Categories will be combined.*** The schedule will be updated by the Company on a monthly basis. For most Gas Customer Choice customers, scheduled daily volumes will not normally vary by more than plus/minus 10% from 1/365th of the estimated annual customer load to be served by the Supplier. Scheduled daily quantities for Gas Customer Choice customers for electric peakers, greenhouses, grain dryers, asphalt plants and large new loads without historical load information may be determined by the Company on a different basis than set forth above. The Supplier shall be responsible for obtaining sufficient pipeline capacity to meet its delivery obligations.

(Continued on Sheet No. F-3.00)

(Continued from Sheet No. F-2.00)

GENERAL PROVISIONS (Contd.)

F1.8 Gas delivered into the Company's system shall comply with Rule B1, Technical Standards for Gas Service, Part 8, Gas Quality.

F1.9 Each supplier shall notify the Company's Gas Transportation Administration Department of the daily quantity of gas that the Supplier is nominating for delivery on behalf of each Supplier-designated Pricing Category. Such nominations shall be submitted in accordance with the Company's existing nomination procedures.

F1.10 A Supplier that falls short of the delivery schedule, described in F1.7, above, shall pay a per MMBtu "Failure Fee" for all shortages in the amount of $6.00 per MMBtu ($10.00 per MMBtu during periods of a Company-declared supply emergency in accordance with Rule C3.1, Curtailment of Gas Service for Gas Supply Deficiency plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company's Rule C7 or (b) the highest price reported in Gas Daily in the midpoint column of the Daily Price Survey, for the following locations for the month in which the breach occurred or the month following such breach: Dawn, Ontario; Chicago city-gates; Consumers city-gates; or MichCon city-gates.

A Supplier that falls short of the required delivery schedule obligation to the extent that the cumulative unpaid Failure Fees exceed any cash deposit or alternative assurance described in F1.4, above, shall have its Alternative Supplier status revoked. Subject to Rule C2, Controlled Service, the Supplier's customers shall become sales rate customers of the Company.

F1.11 All customer billing and remittance processing functions for services provided under Rate CC will be performed by the Company. The Supplier will be charged a monthly fee of $0.30 per customer account. The Company will be responsible for credit and collection activities for the amounts billed directly to the customer by the Company. The Supplier must, at least three business days prior to the start of each billing month, furnish to the Company, in a format acceptable to the Company, the price per Mcf or Ccf to be billed to each Supplier-designated Pricing Category on its behalf, or the most recently supplied price will be used.

(Continued on Sheet No. F-4.00)

Michigan Public Service Commission
December 10, 2024
Filed by: DW

(Continued from Sheet No. F-3.00)

F.1 GENERAL PROVISIONS (Contd.)

F1.12 The Company shall remit to the Supplier, approximately 21 days from the end of each calendar month, an amount for the cost of gas equal to the MMBtu quantities that the Supplier has delivered onto the Company's system, not in excess of the Supplier's delivery obligation, multiplied by the lesser of the ***average actual*** price per Mcf billed to the Supplier's customers that month, converted to MMBtu, or 110% of the cost of gas billed to sales customers pursuant to the Company's Rule C7. ***The average actual price per Mcf billed to the Supplier's customers is the total amount billed to Supplier's customers for that billing month divided by the total quantity, in Mcf, billed to 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 F1.13.

F1.13 Except as set forth below, within 60 working days after the end of the April billing cycle, or upon revocation of a Supplier's Alternative Supplier status, the Company will reconcile the cost per MMBtu remitted to the Supplier per F1.12, before reductions for Administrative Fees, Billing Fees, Failure Fees, and Supply Equalization Charges, converted to cost per Mcf using the monthly system-average Btu factor, with the price per Mcf billed to customers over the course of the Program Year on the Supplier's behalf. Any difference multiplied by the smaller of the Mcf delivered by the Supplier or the billed customer consumption for the Program Year being reconciled, will be reflected in an adjustment on the next monthly remittance to the Supplier.

In those instances where the volumes delivered by the Supplier exceed the billed customer consumption for the Program Year being reconciled, then gas delivered by the Supplier in excess of the billed customer consumption for the Program Year will be returned to the Supplier in kind.

F1.14 If the Commission or its Staff determines that a Supplier has not complied with the terms and conditions of the Program, the Commission or its Staff shall direct a utility or utilities to suspend the Supplier's Alternative status until the Commission or its Staff determines that necessary changes have been made to comply with the requirements. Failure to make the necessary changes or further non-compliance with the requirements of the terms and conditions of the Program may result in the Supplier's termination from the Program. If a Supplier is terminated, subject to Rule C2, Controlled Service, its customers shall become sales rate customers of the Company.

(Continued on Sheet No. F-5.00)

Michigan Public Service Commission
March 31, 2014
Filed RL

(Continued from Sheet No. F-4.00)

F1. GENERAL PROVISIONS (Contd.)

F1.15 Where used in this Rule, the term "month," unless otherwise indicated, means billing month when referring to customer consumption and calendar month when referring to deliveries by Suppliers.

F1.16 The ***annual reconciliation,*** annual 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.

F1.17 The Company may disclose, at such times as requested by the Commission or its Staff, the gas rates charged to Rate CC customers.

F1.18 The Company shall have the authority to issue operational flow orders, or take other action which it deems necessary, to ensure system reliability, even if such action may be inconsistent with other provisions of these Program Rules.

F1.19 The Company will act as Supplier of last resort under the Program.

F1.20 A Supplier must include the Company's required tariff language in all of its contracts. If a customer has a complaint against a Supplier, the customer should try to resolve it first with the Supplier. If the complaint is unresolved, the customer should involve the Commission by contacting the Commission Staff. Should the customer choose to involve the Company in a complaint, the Company shall forward the complaint information to the Commission Staff and the Supplier for resolution. The Company shall have no responsibility for resolving disputes between customers and Suppliers but shall provide information if requested by the customer or Commission Staff.

F1.21 The Transportation Standards of Conduct, Rules E11 and E12, shall apply to the GCC program.

F1.22 The Company will convert customer consumption from Mcf to MMBtu using monthly system average Btu factor.

F1.23 The Company will make Customer information available to the Supplier in accordance with the applicable provisions of Section C12 Customer Protections, Customer Access to Data and Section E11(F), Transportation Standards of Conduct, of its tariff. Customer information will be available to the Supplier through the Company's electronic system within 10 days of such information becoming available to the Company. Customer information regarding customer consumption will comply with all applicable provisions of the Commission's Consumers Standards and Billing Practices for Electric and Natural Gas Service.

(Continued on Sheet No. F-6.00)

(Continued from Sheet No. F-5.00)

F2. CUSTOMER PROTECTIONS

DEFINITIONS:

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

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

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

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

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

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

(Continued on Sheet No. F-7.00)

Michigan Public Service Commission
February 7, 2013
Filed AL

(Continued from Sheet No. F-6.00)

F2. CUSTOMER PROTECTIONS (Contd.)

F2.1 A Supplier must provide residential and small commercial customers with a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. The first day of the 30-day period is the day after the contract is entered into by the customer. The exercise of this unconditional right by the customer may occur through a verbal or written communication with the Supplier. The Supplier shall promptly submit a de-enrollment file to the Company within three (3) business days after receiving notice that a customer has cancelled the contract in order to return to the Company sales rate. The Supplier shall not submit a de-enrollment file to the Company if the customer is transferring to another AGS. A customer who cancels within the specified period will be treated as not having exercised their customer choice option with respect to the enrollment which is cancelled. The Company is not required to de-enroll a customer until after it receives a de-enrollment file from the Supplier or a new enrollment file from a different Supplier.

F2.2 A customer has the right to terminate participation with a Supplier at any time after the unconditional cancellation period, through verbal or written communication with the Supplier. The customer may switch Suppliers or cancel their contract at anytime with a Supplier, however the customer shall be made aware of the existence and amount of any early termination fee by the Supplier. The Supplier shall execute a customer's request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.

F2.3 A Supplier's sales representatives, agents, or employees must not represent itself in any manner as an employee, affiliate, subcontractor, or agent of the Company. A Supplier's sales representatives, agents, or employees must prominently display identification on the front of their outer clothing that identifies them as employees or agents working on behalf of a Supplier, and includes the name of the Supplier and the name and identification number of the person representing the Supplier. Suppliers must comply with all local ordinances before their sales representatives, agents, or employees begin door-to-door marketing. Door-to-door marketing and telephone marketing must be performed between 9:00 A.M. & 8:00 P.M.

F2.4 All contracts offered by the Supplier and signed by the customer must be clearly labeled at the top of the contract as "Gas Customer Choice Contract" with the Supplier's name, the type of contract being offered and in a font size of at least 16 point and bold.

A. A Supplier must use a font size of at least 12 point for its contract with residential and or small commercial customers.

.

(Continued on Sheet No. F-8.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. F-7.00)

F2. CUSTOMER PROTECTIONS (Contd.)

B. All terms and conditions of the contract are considered part of the contract and must be included in the contract document and provided to the customer as one document at the time of signing the contract. The signature can appear on a separate or easily separable document from the terms and conditions as long as the signature page also includes an identifier that is the same as that which appears on the terms and conditions and also includes the customer's name, account number and the language contained in F2.8J.

C. Customers enrolling through verbal means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail or verifiable electronic mail. This correspondence shall be postmarked within seven (7) days of the customer's verbal enrollment.

D. Customers enrolling through electronic means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail and by verifiable electronic mail. These correspondences shall be postmarked within seven (7) days of the customer's electronic enrollment with the Supplier

F2.5 The maximum early termination fee for residential contracts of one year or less shall not exceed $50. The maximum early termination fee for residential contracts of longer than one year shall not exceed $100.

The maximum early termination fee for small commercial contracts of one year or less shall not exceed $150. The maximum early termination fee for small commercial contracts of longer than one year shall not exceed $250.

F2.6 Contracts may continue after initial term expiration on a month-to-month basis, cancelable at anytime without penalty.

F2.7 Any contract that is not signed by the customer or legally authorized person shall be considered null and void. Only the customer account holder or legally authorized person shall be permitted to sign a contract. A Supplier and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a legally authorized person.

(Continued on Sheet No. F-9.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. F-8.00)

F2. CUSTOMER PROTECTIONS (Contd.)

F2.8 The following information must be included in all residential and commercial Supplier's contracts with a customer.

A. The Supplier's name.

B. The Supplier's address.

C. The Supplier's toll-free telephone number.

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

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

E. Any customer fees or penalties related to the contract.

F. The contract pricing provisions in unit rates the customer is typically billed for.

G. The terms regarding contract length.

H. If the Supplier does not offer a fixed price, the contract and all related marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented.

I. Provision for a 60-day advance notice to the customer of any price change at the expiration of a fixed price contract.

(Continued on Sheet No. F-10.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. F-9.00)

F2. CUSTOMER PROTECTIONS (Contd.)

J. (i) **Residential Contracts must include:** In bold 14 point type above the place for the customer's signature, the following statement: I acknowledge that I am the account holder or legally authorized person to execute a contract on behalf of the account holder. I understand that by signing this contract, I am switching the gas Supplier for this account to (new Supplier name). I understand that gas purchased for this account by (new Supplier name) will be delivered through DTE Gas Company's delivery system. The account holder, or the person who signed this contract on behalf of the account holder, has 30-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name).

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

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

(Continued on Sheet No. F-11.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. F-10.00)

F2. CUSTOMER PROTECTIONS (Contd.)

F2.9 A Supplier must allow the Commission Staff an opportunity to review and comment on its residential and small commercial contract(s), marketing materials and scripts at least five business days before the Supplier intends to use the contract(s) and marketing materials in the marketplace.

F2.10 A Supplier that does not comply with the requirements of Section F of this tariff will have its participation in the Program suspended until the Commission or its Staff has determined that necessary changes have been made to comply with the requirements. Any continuing or further non-compliance or use of materials that the Commission or its Staff determines do not meet all of the requirements of Section F of this tariff may result in the Supplier's termination from the Program.

F2.11 A Supplier must distribute a confirmation letter to residential customers by U.S. mail. The confirmation letter must be postmarked within seven (7) days of the customer or legally authorized person signing a contract with the Supplier. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, the fixed or variable rate charged, the unconditional cancellation period, any early termination fee, the Supplier's toll-free number, the Commission's toll-free number and any safety-related messages required by the Company. The confirmation letter may be sent with the contract in cases where a contract must be sent. The Company is not required to distribute letters to customers confirming a customer's choice of an Alternative Supplier.

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

(Continued on Sheet No. F-12.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. F-11.00)

F3. SOLICITATION REQUIREMENTS

DEFINITIONS:

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

Customer:

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

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

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

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

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

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

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

(Continued on Sheet No. F-13.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. F-12.00)

F3. SOLICITATION REQUIREMENTS (Contd.)

F3.1 It is the Supplier's responsibility to have a current valid contract with the customer at all times. The Commission or its Staff may request a reasonable number of records from a Supplier to verify compliance with this customer verification provision and, in addition, may request records for any customer due to a dispute. For each customer, a Supplier must be able to demonstrate that a customer has made a knowing selection of the Supplier by at least one of the following verification records:

A. An original signature from the customer or legally authorized person.

B. Independent third party verification with an audio recording of the entire verification call.

C. An e-mail address if signed up through the Internet.

F3.2 Suppliers and agents who are soliciting customers must comply with the following requirements:

A. The Supplier and its agents must clearly identify the AGS on whose behalf they are soliciting.

B. The Supplier and its agents must not represent themselves as employees or agents of the Company.

C. The Supplier and its agents must affirmatively indicate if they are a marketing affiliate of the Company, that the affiliate is a separate entity and that the affiliate is not regulated by the Commission.

D. The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.

E. The Supplier and its agents cannot remove the original of the customer's bill from the residence or small commercial office.

F. The Supplier and its agents must comply with truth in advertising in all verbal, written, or electronic statements to the customer.

G. A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at MI.gov/CompareMIGas its generally available offers for residential and small commercial customers per the Terms and Conditions of the AGS licensing application.

F3.3 A Supplier must provide a copy of the contract to the customer, including all terms and conditions. The contract must contain all provisions as set forth in F2.

(Continued on Sheet No. F-14.00)

Michigan Public Service Commission
October 6, 2014
Filed

(Continued from Sheet No. F-13.00)

F4. SUPPLIER LICENSING AND CODE OF CONDUCT

DEFINITIONS:

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

Customer:

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

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

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

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

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

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

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

F4.1 A Supplier is required to be licensed by the Commission and provide the following information prior to any solicitation:

A. The name of the Supplier’s company/corporation and type of organization.

B. The Supplier’s mailing address.

(Continued on Sheet No. F-15.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No. F-14.00)

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

C. The Supplier's principal place of business address.

D. The Supplier's Michigan office address and toll-free phone number during normal business hours for customer inquiries and concerns.

E. The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.

F. Name, address, phone number, and email address of person designated to receive and respond to requests from the Commission or its Staff with respect to inquiries, complaints and regulatory matters.

F4.2 As a condition of licensing as a Supplier, a Supplier must agree to abide by a code of conduct that provides:

A. The Supplier will issue accurate and understandable contract(s) and marketing materials.

i. The Supplier and its agents will not engage in communications or practices that are fraudulent, deceptive or misleading.

ii. The Supplier and its agents will maintain sufficient documentation to support any claims made to customers in advertising, marketing, promoting or representing the sale of gas supply or related services.

iii. The Supplier will provide this documentation to the Commission or its Staff upon request.

iv. Marketing materials must contain the price per Mcf/Ccf, the period of time over which the price is valid, the term of the contract, the Supplier's name and telephone number, the area which the Supplier serves and the types of customers that the Supplier serves.

v. If the Supplier does not offer a fixed price, the marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented over a relevant time period and for relevant usages. Marketing materials shall clearly identify optional services.

(Continued on Sheet No.F-16.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No.F-15.00)

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

B. The Supplier will commit to truth in advertising. The Supplier will provide gas supply and related services at advertised terms and conditions.

C. The Supplier will comply with all Company Program rules and tariffs as they are contained in the Company's "Rate Book for Natural Gas Service."

D. The Supplier must comply with Commission rules relating to response to customer complaints, formal complaints and customer service.

E. The Supplier will provide accurate and sufficient customer service information. The Supplier will advise customers of their name, address, toll free telephone number and other service information, including dispute resolution procedures. The Supplier will give customers accurate and complete information on the customer's rights and responsibilities. The Supplier will maintain regular hours during which customers can make inquiries and complaints. Customer inquiries to a Supplier that are related to gas emergencies, such as gas leaks or outages, should be directed to the Company.

F. The Supplier must inform a customer of the amount of its early termination fee prior to de-enrollment or transfer to another AGS. A customer is responsible to know if early termination fees apply in their contract. If after the Supplier discloses the early termination fee amount and the customer returns to the Company sales rate or switches to another AGS, the customer may be responsible for early termination fees or other penalties owed to the Supplier. The Supplier shall execute a customer's request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.

G. The Supplier will not switch a customer to the Supplier's service without the express authorization of the customer. The Supplier will use appropriate marketing and verification methods for switching customers. The Supplier will agree not to charge the customer for services that the customer has not expressly authorized. The Supplier will apply appropriate verification methods for any charges applied to the customer's account. The Supplier shall maintain verification records for as long as the customer's contract is valid, plus an additional three (3) more years. Suppliers who switch or charge customers without the proper authorization must refund the supply or other charges to the customer and pay any administrative fees, such as switching fees, necessary to reverse the actions.

(Continued on Sheet No.F-17.00)

(Continued from Sheet No.F-16.00)

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

H. The Supplier will make a good faith effort to resolve customer disputes. The Supplier will have an internal customer dispute procedure which allows for complete, courteous, fair and timely responses to customer disputes and inquiries. The Supplier will investigate each complaint, report the results to the customer and attempt to resolve the complaint to the customer's satisfaction. If the complaint cannot be resolved, the Supplier will refer the customer to the Commission or its Staff. The Supplier will appoint at least one employee to be a contact person between the Supplier and the Commission or its Staff. The Supplier will provide complete reports of the complaint investigation and resolution to the Commission or its Staff within ten (10) business days for the resolution of customer complaints. The Supplier will cooperate with the Commission or its Staff to resolve disputes, including the provision of informational materials, contracts and verification records. The Supplier will keep a record of all customer disputes. Dispute records will be made available to the Commission, upon request.

I. The Supplier will retain pipeline capacity sufficient to meet its customer requirements.

J. A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at MI.gov/CompareMIGas its generaly available offers for residential and small commercial customers per the Terms and Conditions of the AGS licensing application.

F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY

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

F5.1 Complainant will route all formal complaints in writing to:

DTE Gas Company
One Energy Plaza
Detroit, MI 48226
Attention: Legal Department

F5.2 The Company will acknowledge the receipt of the formal written complaint, in writing, within five (5) working days of receipt by the Company.

F5.3 The Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates and specific claims.

F5.4 The Company will prepare a written statement communicating to the complainant the results of the Company's preliminary investigation within 15 working days of the initial receipt of the complaint by the Company with a description of the action taken or proposed to be taken.

(Continued on Sheet No.F-18.00)

(Continued from Sheet No.F-17.00)

F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY (Contd.)

F5.5

A. If the complainant is satisfied with the action taken or proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of the Company's written statement addressing the action taken or proposed to be taken.

B. If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Commission.

F6. GAS CUSTOMER CHOICE SERVICE RATE CC

Availability

Subject to any restrictions, this Rate is available to any customer desiring gas service where the customer's gas is provided by an Alternative Gas Supplier under Section F1, General Provisions. However, if a customer is in arrears with the Company, the customer is not eligible to participate in this customer choice program until arrearages have been paid in full to the Company. A customer will take service under this Rate commencing with the customer's first full billing month following enrollment. A Gas Customer Choice Service Rate CC (Rate CC) customer may switch Suppliers at the end of any billing month provided the Company receives sufficient notice in a form acceptable to the Company. A customer may change Suppliers one time in any 12-month period at no cost to the customer. A fee of $10.00 will be required for each additional change of Supplier within the same 12-month period. If a Supplier's actions force a customer to the Company's sales service, the customer may choose another Supplier within two billing cycles without a switching fee regardless of the length of time that has elapsed since the customer left the Company's sales service. Except as set forth in the preceding sentence, a customer returning to the Company's sales service rates from Rate CC is subject to the Character of Service provisions of those sales rates, and except as otherwise provided, must remain on the sales rate for 12 months.

Minimum Term

A customer who has elected to take service under Rate CC may switch or cancel Suppliers at any time. A customer who has elected to take service under Rate CC may return to the Company sales rate at anytime, but must remain on the sales rate for 12 months. A customer may also change from Rate CC to another rate if (i) the customer exercises an unconditional right of cancellation pursuant to Section F with the initial Supplier selected by the customer, (ii) the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent, (iii) the Supplier's action forces the customer to the Company's sales service, (iv) the Supplier selected by the customer defaults under its Alternative Gas Supplier Agreement, or (v) the Supplier selected by the customer has its Alternative Supplier status revoked or terminated.

(Continued on Sheet No.F-19.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No.F-18.00)

F6. GAS CUSTOMER CHOICE SERVICE RATE CC (Contd.)

Nature of Service

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

Monthly Rate

Customer Charge

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

Distribution Charge

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

Gas Commodity Charge

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

General Terms and Surcharges

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

Minimum Charge

The minimum charge shall be the Customer Charge included in the rate.

(Continued on Sheet No.F-20.00)

Michigan Public Service Commission
February 7, 2013
Filed

(Continued from Sheet No.F-19.00)

F6. GAS CUSTOMER CHOICE SERVICE RATE CC (Contd.)

Due Date and Late Payment Charge

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

Term and Form of Contract

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

SECTION G

STANDARD FORMS

STANDARD FORMS INCLUDING APPLICATIONS, AGREEMENTS AND CONTRACTS FOR GAS SERVICE, GAS MAIN EXTENSIONS AND FOR SURVEY AND MAINTENANCE OF CUSTOMER-OWNED GAS FACILITIES IN *MASTER METER SYSTEMS*

https://www.newlook.dteenergy.com/wps/wcm/connect/dte-web/home/about-dte/common/dte-gas-company/forms-n-resources