

**SECTION D
RATE SCHEDULES**

D1. GENERAL TERMS AND CONDITIONS OF THE TARIFF

- (1) Controlled service.

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

- (2) Territory served.

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

D2. SUPPLEMENTAL CHARGES

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

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

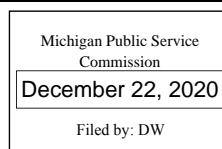
Reservation Charge

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

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

Continued on Sheet No. D-1.01

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



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

Continued from Sheet No. D-1.00

SECTION D RATE SCHEDULES

D2. SUPPLEMENTAL CHARGES (contd.)

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

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

Continued on Sheet No. D-1.02

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By: Theodore Eidukas
VP - Regulatory Affairs
Milwaukee, Wisconsin

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

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

Continued from Sheet No. D-1.01

D2. SUPPLEMENTAL CHARGES (contd.)

RATE REALIGNMENT SURCHARGE/(CREDITS)

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

Continued on Sheet No. D-1.03

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VP Regulatory Affairs
Milwaukee, Wisconsin

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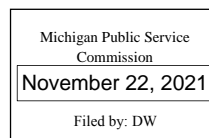
Effective for Service
On and After: **January 1, 2025**
Issued Under Authority of
Michigan Public Service Commission
Dated: **September 26, 2024**
In Case No: **U-21540**

Continued from Sheet No. D-1.02

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

Continued on Sheet No. D-1.04

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



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

Continued from Sheet No. D-1.03

**SECTION D
RATE SCHEDULES**

D2. SUPPLEMENTAL CHARGES (contd.)

**MRP RIDER
MAIN REPLACEMENT PROGRAM RIDER**

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

Continued on Sheet No. D-1.05

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Milwaukee, Wisconsin

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

Continued from Sheet No. D-1.04

**SECTION D
RATE SCHEDULES**

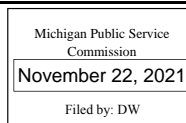
D2. SUPPLEMENTAL CHARGES (contd.)

**MRP RIDER
MAIN REPLACEMENT PROGRAM RIDER**

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

Continued on Sheet No. D-1.06

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By: **Theodore Eidukas**
VP Regulatory Affairs
Milwaukee, Wisconsin



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

Continued from Sheet No. D-1.05

**SECTION D
RATE SCHEDULES**

D2. SUPPLEMENTAL CHARGES (contd.)

MRP RIDER

MAIN REPLACEMENT PROGRAM RIDER

APPLICABILITY

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

MAIN REPLACEMENT PROGRAM (MRP)

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

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

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

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

Continued on Sheet No. D-1.07

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December 16, 2024
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Effective for Service
On and After: **January 1, 2025**
Issued Under Authority of
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Dated: **September 26, 2024**
In Case No: **U-21540**

Continued from Sheet No. D-1.06

SECTION D RATE SCHEDULES

D2. SUPPLEMENTAL CHARGES (contd.)

MRP RIDER

MAIN REPLACEMENT PROGRAM RIDER

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

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

Continued on Sheet No. D-2.00

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

Continued from Sheet No. D-1.02

D3. GAS COST RECOVERY FACTORS

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

Billing Month	Authorized Base Factor \$/Mcf	Maximum GCR Factor Allowed	Actual Factor Billed \$/Mcf
April 2025	\$4.5023	\$4.5023	\$4.5023
May 2025	\$4.5023	\$5.0676	\$5.0676
June 2025	\$4.5023	\$4.8185	\$4.8185
July 2025	\$4.5023	\$4.7131	\$4.7131
August 2025			
September 2025			
October 2025			
November 2025			
December 2025			
January 2026			
February 2026			
March 2026			

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

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

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

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

The GCR is composed of the following cost components:

	<u>Authorized Base Factor</u>	<u>Actual Factor Billed</u>
Reservation Charge	\$0.6762 per Mcf	\$0.6762 per Mcf
Gas Commodity Charge	\$3.8261 per Mcf	\$4.0369 per Mcf

Continued on Sheet No. D-3.00

Issued: **June 13, 2025**
By Theodore Eidukas
VP - Regulatory Affairs
Milwaukee, Wisconsin



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

Continued from Sheet No. D-2.00

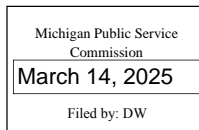
D3.1 GCR Ceiling Price Contingency Matrix

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

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

Continued on Sheet No. D-3.01

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Milwaukee, Wisconsin



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for self-implementing
In Case No: **U-21610**

Continued from Sheet No. D-3.00

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

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

Continued on Sheet No. D-3.02

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

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

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

Continued from Sheet No. D-3.01

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

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

Continued on Sheet No. D-3.03

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

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

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

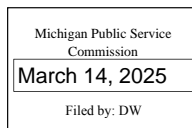
Continued from Sheet No. D-3.02

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

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

Continued on Sheet No. D-4.00

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



Effective for bills rendered for the **April 2025** through March **2026** billing months.
Issued Under Authority of 1982 PA 304,
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for self-implementing
In Case No: **U-21610**

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

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

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

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

D4. RESIDENTIAL RATE - (General and Heating)

AVAILABILITY

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

DEFINITIONS

Facilities associated with the purchase, sale or supplying (for profit or otherwise) of a commodity, product or service by a public or private person, entity, organization or institution will be provided service by Michigan Gas Utilities under the General Service Rate.

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

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

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

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

Continued on Sheet No. D-6.00

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



Effective for Service
On and After: October 10, 2007

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

Continued From Sheet No. D-5.00

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

RATE

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

Distribution Charge
\$ 2.8379 per Mcf, plus

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

Residential Income Assistance (RIA) Service Provision:

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

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

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

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

Low Income Assistance Credit (LIAC):

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

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

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

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

Continued on Sheet No. D-7.00

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

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

Continued From Sheet No. D-6.00

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

Residential Service Senior Citizen Provision:

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

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

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

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

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

Gas Cost Recovery Charge

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

Supplemental Charges

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

Main Replacement Program Rider

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

Seasonal Service Charge

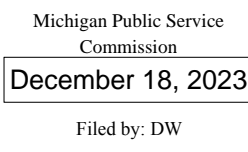
A charge of \$50.00 payable in either a flat amount or three equal installments, will be made to partially cover the cost of restoring service when it has been temporarily discontinued at the customer's request.

Late Payment Charge and Due Date

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

Continued on Sheet No. D-8.00

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



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

Continued From Sheet No. D-7.00

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

Minimum Payment Option (MPO):

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

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

GAS ALLOCATION PROCEDURE

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

SPECIAL TAXES

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

RULES AND REGULATIONS

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

Continued on Sheet No. D-9.00

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

Michigan Public Service
Commission
December 18, 2023
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Effective for Service
On and After: **January 1, 2024**
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Michigan Public Service Commission
Dated: **August 30, 2023**
In Case No: **U-21366**

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

AVAILABILITY

Subject to limitations and restrictions contained in orders of the Michigan Public Service Commission in effect from time to time and in the Rules and Regulations of the Company, service is available under this rate schedule to any non-residential customer for any purpose.

RATE

Customer Charge:

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

Distribution Charge

\$ 1.8625 per Mcf, plus

Gas Supply Acquisition Charge

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

Gas Cost Recovery Charge

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

Supplemental Charges

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

Main Replacement Program Rider

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

Seasonal Service Charge

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

Delayed Payment Charge and Due Date

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

Continued on Sheet No. D-10.00

Issued: **December 12, 2024**

By: Theodore Eidukas

VP - Regulatory Affairs

Milwaukee, Wisconsin

Michigan Public Service
Commission

December 16, 2024

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Effective for Service

On and After: **January 1, 2025**

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Michigan Public Service Commission

Dated: **September 26, 2024**

In Case No: **U-21540**

Continued From Sheet No. D-9.00

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

GAS ALLOCATION PROCEDURE

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

SPECIAL TAXES

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

RULES AND REGULATIONS

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

Continued on Sheet No. D-11.00

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

Michigan Public Service Commission
November 22, 2021
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Dated: **September 9, 2021**
In Case No: **U-20718**

Continued from Sheet No. D-10.00

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

AVAILABILITY

Subject to limitations and restrictions contained in orders of the Michigan Public Service Commission in effect from time to time and in the Rules and Regulations of the Company, service is available under this rate schedule to any non-residential customer for any purpose.

RATE

Customer Charge:

<u>Daily</u>	<u>Monthly</u>
\$ 2.7945 per customer, or	\$ 85.00 per customer, plus

Distribution Charge

\$ 1.7981 per Mcf, plus

Gas Supply Acquisition Charge

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

Gas Cost Recovery Charge

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

Supplemental Charges

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

Seasonal Service Charge

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

Main Replacement Program Rider

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

Delayed Payment Charge and Due Date

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

Continued on Sheet No. D-12.00

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

Michigan Public Service Commission
December 16, 2024
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Effective for Service
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Issued Under Authority of
Michigan Public Service Commission
Dated: **September 26, 2024**
In Case No: **U-21540**

Continued From Sheet No. D-11.00

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

GAS ALLOCATION PROCEDURE

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

SPECIAL TAXES

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

RULES AND REGULATIONS

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

Continued on Sheet No. D-13.00

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



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

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

Continued From Sheet No. D-13.00

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

GAS ALLOCATION PROCEDURE

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

SPECIAL TAXES

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

RULES AND REGULATIONS

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

Continued to Sheet No. D-15.00

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



Effective for Service
On and After: October 10, 2007

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

Continued from Sheet No. D-14.00

D8. GAS LIGHTING RATE

AVAILABILITY

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

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

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

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

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

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

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

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

RULES AND REGULATIONS

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

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

Continued on Sheet No. D-15.01

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

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

Continued from Sheet No. D-15.00

D8. GAS LIGHTING RATE (Contd.)

SPECIAL TAXES

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

Continued on Sheet No. D-16.00

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

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

Continued from Sheet No. D-15.00

D9. RESIDENTIAL SERVICE – GAS DEMAND RESPONSE PROGRAM

AVAILABILITY

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

DEFINITIONS

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

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

RATE

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

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

Gas Cost Recovery Charge

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

Supplemental Charges

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

Special Taxes

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

Main Replacement Program Rider

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

Gas Allocation Procedure

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

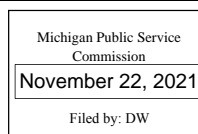
SPECIAL TERMS AND PROVISIONS

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

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

Continued on Sheet No. D-17.00

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



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

Continued from Sheet No. D-16.00

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

SPECIAL TERMS AND PROVISIONS (Contd.)

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

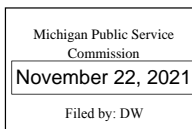
The Company shall have the sole discretion to initiate Gas Demand Response events up to 72 hours during the calendar year. Customers shall be provided with a minimum of one hour notice prior to initiation of a critical event. The minimum length of Gas Demand Response event(s) shall be 2 hours and the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

RULES AND REGULATIONS

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

Continued on Sheet No. D-18.00

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



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

Continued from Sheet No. D-17.00

D10. SMALL GENERAL SERVICE RATE – GAS DEMAND RESPONSE PROGRAM

AVAILABILITY

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

DEFINITIONS

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

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

RATE

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

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

Gas Cost Recovery Charge

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

Supplemental Charges

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

Main Replacement Program Rider

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

Special Taxes

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

Gas Allocation Procedure

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

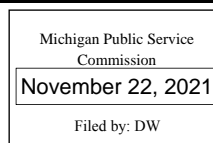
SPECIAL TERMS AND PROVISIONS

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

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

Continued on Sheet No. D-19.00

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



Effective for Service
On and After: **January 1, 2022**
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Dated: **September 9, 2021**
In Case No: **U-20718**

Continued from Sheet No. D-18.00

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

SPECIAL TERMS AND PROVISIONS (Contd.)

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

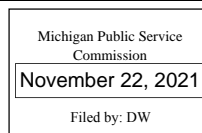
The Company shall have the sole discretion to initiate Gas Demand Response events up to 72 hours during the calendar year. Customers shall be provided with a minimum of one hour notice prior to initiation of a critical event. The minimum length of Gas Demand Response event(s) shall be 2 hours and the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

RULES AND REGULATIONS

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

Continued on Sheet No. D-20.00

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By: **Theodore Eidukas**
VP Regulatory Affairs
Milwaukee, Wisconsin



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On and After: **January 1, 2022**
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Dated: **September 9, 2021**
In Case No: **U-20718**

Continued from Sheet No. D-19.00

D11. MEDIUM GENERAL SERVICE RATE – GAS DEMAND RESPONSE PROGRAM

AVAILABILITY

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

DEFINITIONS

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

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

RATE

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

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

Gas Cost Recovery Charge

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

Supplemental Charges

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

Main Replacement Program Rider

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

Special Taxes

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

Gas Allocation Procedure

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

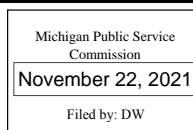
SPECIAL TERMS AND PROVISIONS

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

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

Continued on Sheet No. D-21.00

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VP Regulatory Affairs
Milwaukee, Wisconsin



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On and After: **January 1, 2022**
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Dated: **September 9, 2021**
In Case No: **U-20718**

Continued from Sheet No. D-20.00

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

SPECIAL TERMS AND PROVISIONS (Contd.)

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

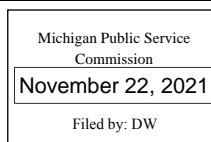
The Company shall have the sole discretion to initiate Gas Demand Response events up to 72 hours during the calendar year. Customers shall be provided with a minimum of one hour notice prior to initiation of a critical event. The minimum length of Gas Demand Response event(s) shall be 2 hours and the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

RULES AND REGULATIONS

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

Continued on Sheet No. D-22.00

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By: **Theodore Eidukas**
VP Regulatory Affairs
Milwaukee, Wisconsin



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Dated: **September 9, 2021**
In Case No: **U-20718**

Continued from Sheet No. D-21.00

D11. LARGE GENERAL SERVICE RATE – GAS DEMAND RESPONSE PROGRAM

AVAILABILITY

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

DEFINITIONS

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

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

RATE

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

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

Gas Cost Recovery Charge

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

Supplemental Charges

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

Main Replacement Program Rider

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

Special Taxes

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

Gas Allocation Procedure

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

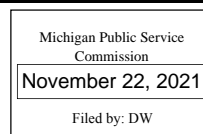
SPECIAL TERMS AND PROVISIONS

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

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

Continued on Sheet No. D-23.00

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



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On and After: **January 1, 2022**
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Dated: **September 9, 2021**
In Case No: **U-20718**

Continued from Sheet No. D-22.00

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

SPECIAL TERMS AND PROVISIONS (Contd.)

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

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

RULES AND REGULATIONS

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

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

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

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

**SECTION E
GAS TRANSPORTATION**

E1. GAS TRANSPORTATION SERVICE RULES

E1.1 General provisions and definitions.

- (a) "Gas" means natural gas, manufactured gas, or a combination of the two.
- (b) "Alternate-fuel capability" means the ability to actually utilize a fuel other than gas, in place of gas.
- (c) "Nominations" means the process by which the customer notifies the Company of expected transportation quantities.
- (d) "Day" means a period of 24 consecutive hours (23 hours when changing from standard to daylight time and 25 hours when changing back to standard time) beginning at 9:00 a.m. Central clock time, as defined by the North American Energy Standards Board (NAESB), or at such other time as may be mutually agreed.
- (e) "Annual Contract Quantity" (ACQ) means a quantity of gas, as specified in the transportation contract between the customer and the Company, that is based on the customer's maximum historical 12-month usage (determined from the customer's 36-month base period) plus adjustments for known or expected changes.
- (f) "Maximum Daily Quantity" (MDQ) means a quantity of gas, as specified in the transportation contract between the customer and the Company, that is based on the customer's historical peak-month usage (determined from the customer's 36-month base period) plus adjustments for known or expected changes. **The Company's MDQ will be available to the Customer and Customer's Supplier, subject to updates, on an internet-enabled portal.** The MDQ is the greatest quantity of gas that the Company agrees to accept for transportation on the customer's behalf on any day.
- (g) "Average Daily Quantity" (ADQ) means a quantity of gas equal to the customer's contractual ACQ divided by 365.
- (h) "Month" means a period beginning at 9:00 a.m. Central clock time on the first day of a calendar month and ending at 9:00 a.m. Central clock time on the first day of the following calendar month.
- (i) "Broker" means an intermediary that arranges the purchase of gas from the producer and the sale of that gas to a Buyer.

Continued on Sheet No. E-2.00

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By: Theodore Eidukas
VP - Regulatory Affairs
Milwaukee, Wisconsin

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December 16, 2024
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Issued Under Authority of
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Dated: **September 26, 2024**
In Case No: **U-21540**

Continued From Sheet No. E-1.00

E1.1 General provisions and definitions. (Contd)

- (j) "Buyer" means the purchaser and ultimate user of gas and of all the services necessary to make gas available for usage.
- (k) "Customer" means an individual or business, excluding other gas utilities, that purchases gas or transportation services, or both, on the utility's system.
- (l) "Off-System Customer" means other utilities or pipelines and customers taking sales gas, or transportation, exchange, or storage service from the Company for a facility that is: (a) not located within the Company's franchised gas service territory; or (b) located within the Company's franchised service territory and directly connected to the Company's distribution system, but is also eligible for direct service from another pipeline system pursuant to a 1929 PA 69 Certificate.
- (m) "Total Heating Value Per Cubic Foot" means the number of British thermal units produced by the combustion, at constant pressure, of one cubic foot of gas, with air of the same pressure and temperature as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by the combustion is condensed to the liquid state.
- (n) "Balancing" means the reconciliation of differences in the amounts of gas received by the pipeline transporter(s) from the producer or Broker, by the Company from the pipeline transporter(s), and/or by the Buyer from the Company.
- (o) "Commingle" means to combine gas from different sources into a common, undifferentiated whole.
- (p) "Contract year" means a period of 12 consecutive months with the initial contract year beginning on the date provided for in the contract.
- (q) "Cubic foot of gas" means the volume of gas that occupies one cubic foot when the gas is at a temperature of sixty degrees Fahrenheit and at a pressure base of 14.65 psia dry.

Continued on Sheet No. E-3.00

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In Case No: U-15152

Continued From Sheet No. E-2.00

E1.1 General provisions and definitions. (Contd)

- (r) "Curtailed" means an interruption by the Company of the flow of gas to Buyer's facility.
- (s) "Dekatherm" means a thermal unit equal to 1,000,000 British thermal units.
- (t) "Delivery point" means any point on the Company's gas distribution system at which an interconnection exists with an interstate pipeline or other transporter to enable the Company to receive gas owned by the Buyer for redelivery to the Buyer's facility.
- (u) "Delivery" means the transfer of gas from an interstate pipeline or other transporter to the Company at a point of interconnection to the Company's distribution system.
- (v) "Mcf" means 1,000 cubic feet of gas.
- (w) "Peak day" means the reservation by the Buyer of access to the Company's system supply of gas at any time, including the 24-hour period of greatest gas sendout by the Company to system-supply customers during any year or other applicable period as established in the contract between the Company and the Buyer.
- (x) "Redelivery" means the transfer of gas from the Company to the Buyer at the meter at the Buyer's facility.
- (y) "System supply" means gas reserved or purchased directly by the Company from any source for resale to its filed tariff sales customer, approved special contract sales customers.
- (z) "Transportation" means the provision of capacity within the Company's gas distribution system together with associated services to move gas owned by the Buyer to the Buyer's facility, as contrasted with the direct sale of gas owned by the Company to a customer.

Continued on Sheet No. E-4.00

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Continued From Sheet No. E-3.00

E1.1 General provisions and definitions. (Contd)

- (aa) "Transporter(s)" means an interstate pipeline or other company that delivers gas owned by the Buyer to the Company for redelivery to the Buyer's facility.
- (ab) "Designated service rate" means the most economical sales rate under which the customer would be allowed to take firm or interruptible sales service.

E1.2 Application of rules.

Unless otherwise provided for within these transportation service rules or under Transportation Service Rates TR-1, TR-2 and TR-3 transportation rate customers are subject to all the rules and regulations contained within the Company's Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Gas. Customers taking service under transportation rules and rates shall be considered utility service customers of the Company.

E1.3 Possession of gas.

- (a) Responsibility For Gas.

The Company and the customer shall each be responsible for its own equipment, facilities, and gas on its own side of a delivery point. The Company and the customer shall each have good title or good right to make such a delivery or redelivery; and, further, shall warrant for itself, its personal representatives, its successors, and its assigns that the gas shall be free and clear of all liens, encumbrances, and claims. With respect to any adverse claim that may arise as to the gas or as to royalties, taxes, license fees, or charges on it, the party delivering, redelivering, causing the delivery, or causing the redelivery of the gas shall indemnify and save the receiving party harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of that action, provided that the receiving party gives the other prompt notice of any adverse claim.

Continued on Sheet No. E-5.00

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Continued From Sheet No. E-4.00

E1.3 Possession of gas. (Contd)

(b) Indemnification of the Company.

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

E2. RECORDS, ACCOUNTING AND CONTROL

(a) Mailing of notices, bills, and payments.

All notices, bills and payments required or permitted to be given in connection with transportation service shall be sent to the address specified in the customer's contract unless otherwise indicated therein; shall be in writing and shall be valid and sufficient if delivered in person or by first class mail, Western Union, or telex.

(b) Nominations, accounting, and controls.

Requirements. Customers are required to have a nomination on file for each day of the month. (A single nomination shall be assumed to apply for each subsequent day of the month, unless otherwise indicated.) Customers requesting volumes to flow on the first day of any month must contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board (**EBB**), and inform them of the volumes to be transported by receipt point(s) and delivery point(s). **All nominations to the company must be in accordance with the deadlines of the North American Energy Standards Board (NAESB) Standard 1.3.2.** A confirmed pipeline nomination will also be accepted on a best effort basis on the day of gas flow. The Company shall have the right, in its sole discretion, to reject or change any nomination that does not match the corresponding interstate pipeline nomination, or conflicts with the Operational Flow Orders (OFO) of the Company pursuant to Rule C3.2(c) on Sheet Nos. C-10.00 through C-14.00. **In the event that NAESB Standards change, nominations to the company may change as necessary.**

Continued on Sheet No. E-6.00

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Continued From Sheet No. E-5.00

E2. Records, accounting, and control. (Contd.)

On EBB, the customer or designated representative is to input the delivery point on Michigan Gas Utilities system, the pipeline (shipper's) name and **utilities** contract number, and the delivered volume of gas it desires the Company to receive on the customer's behalf during the month. The Company will also make Critical Day and other important operational notices that may affect nominations available via EBB. If circumstances arise whereby EBB is not available, the Company will use a paper-based nominations process until EBB is back on-line. The customer and the Company shall inform each other of any changes in anticipated deliveries immediately. Changes in monthly and daily nominations may be necessary to accommodate certain operating conditions such as the implementation of an Operational Flow Order (OFO) by the Company pursuant to Rule C3.2(c) on Sheet Nos. C-10.00 through C-14.00 and for monthly load balancing purposes as described on Sheet Nos. E-14.00 through E-17.00.

E3. GAS QUALITY

- (a) The quality of gas delivered to the Company shall meet the following requirements:
 - (i) Gas shall not contain more than three percent oxygen by volume;
 - (ii) Gas shall be commercially free from objectionable odors, solid or liquid matter, dust, gum or gum-forming constituents that might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters, or other appliances through which it flows;
 - (iii) Gas shall not contain more than 0.3 grain of hydrogen sulphide per 100 cubic feet;
 - (iv) Gas shall not contain more than twenty grains of total sulfur (including hydrogen sulfide and mercaptan sulfur) per 100 cubic feet;
 - (v) Gas shall not at any time have a carbon dioxide content in excess of two percent by volume;
 - (vi) Gas shall not contain an amount of moisture which at any time exceeds seven pounds per million cubic feet; and

Continued on Sheet No. E-7.00

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Continued From Sheet No. E-6.00

E3. Gas quality. (Contd,)

- (vii) Gas shall not contain a nitrogen content in excess of three percent by volume.
- (b) Gas delivered to the Company shall have a total heating value per cubic foot of not less than 950 British thermal unit (BTUs) nor more than 1,100 BTUs.

E4. SERVICE REQUIREMENTS

(a) Quantities

- (i) The customer may deliver or cause to be delivered and the Company will accept quantities of gas up to the MDQ **as calculated annually and made available on the internet-enabled portal**. Such deliveries shall be made to the Company at a location(s) agreed to by the Company and the customer where the Company's pipeline facilities are connected with: (a) the facilities where the gas is being produced; or (b) with other facilities through which the gas is being transported. Deliveries to the Company in excess of the agreed upon quantities shall be grounds for termination of the contract by the Company.
- lii) Gas delivered to the Company shall be thermally evaluated at the point of receipt into the Company's system, and the Company will deliver to the customer gas with an equivalent British thermal unit (BTU) content based on: (a) the Company's calculated average BTU content; or (b) test results from a BTU sampler located at the point of redelivery to the customer.

(b) Pressure.

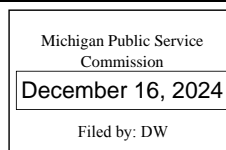
The Company shall not be required to alter its prevailing line pressure at the delivery point or at the redelivery point.

(c) Measurement.

- (i) When delivered to the customer, all gas shall be measured by the Company. The accuracy of meters used for that purpose shall be evaluated and maintained in accordance with the Michigan Public Service Commission Technical Standards For Gas Service (Technical Standards R460.2301).

Continued on Sheet No. E-8.00

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Continued From Sheet No. E-7.00

E4. Service requirements. (Contd)

- (ii) Adjustments for meter errors shall be in accordance with the applicable rule in the Technical Standards **for Gas Service**.
- (d) Curtailment.
 - (i) A customer's curtailment rights and obligations are determined under the Company's Rule C3, Curtailment of gas service.
 - (ii) Curtailment of gas service, when necessary in the Company's opinion to balance gas requirements with gas supplied, shall be implemented under Rule C3, Curtailment of gas service.
- (e) Limitation of Service.

The Company shall not be required to perform service under a transportation contract on behalf of any customer failing to comply with any and all terms of the customer's contract and the Company's transportation rules and rates. By mutual agreement between the customer and the Company, specific transportation contract language may vary from the terms and conditions of the tariff.

E4.1 Billing.

- (a) Billing.

The Company shall endeavor to render a transportation billing to the customer on or about the **twentieth** day of each calendar month for service during the prior month. The Company will issue a separate billing for service under each of the customer's transportation contracts which will be due **21** days from the date it is rendered. The Company will make a thermal balance sheet available to each customer at the time of billing at the customer's request. Each party to a transportation contract shall have the right at all reasonable times to examine the books, records and charts of the other party, to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of the contract.

- (b) Agency

- (i) If the Company and the customer agree and the customer's pipeline gas transporter has a provision for directly billing a customer for transportation fees, then the Company has the option to collect fees to be paid to the pipeline.

Continued on Sheet No. E-9.00

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Continued From Sheet No. E-8.00

E4.1 Billing (Contd.)

- (ii) If the Company and the customer agree, then the Company may serve as a customer's agent in its contracts for transportation by interstate pipelines or other transporters.

E4.2 Transportation Standards of Conduct.

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

- (a) The Company will apply any tariff provision relating to transportation service in the same manner without discrimination to all similarly situated persons.
- (b) The Company will not give its marketing affiliate or customers of its affiliate preference over any other non-affiliated gas marketers or their customers in matters relating to transportation service including, but not limited to, nominating, balancing, metering, billing, storage, standby service, curtailment policy or price discounts.
- (c) The Company will not communicate to any customer, supplier or third parties that any advantage may accrue to such customer, supplier or other third party in the use of the Company's services as a result of that customer, supplier or other third party dealing with its marketing affiliate and shall refrain from giving any appearance that it speaks on behalf of its affiliate.
- (d) The Company will process all similar requests for transportation service in the same manner and within the same period of time.
- (e) The Company will not provide leads or provide market sensitive information regarding a current or potential customer or marketer to its marketing affiliate. If a customer requests information about marketers, the Company will provide a list of all marketers operating on its system, including its affiliate, but will not promote its affiliate.

Continued on Sheet No. E-10.00

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Continued From Sheet No. E-9.00

E4.2 Transportation Standards of Conduct. (Contd)

- (f) If a customer makes a request in writing that its historic volumetric sales and transportation data be provided to a particular marketer or marketers in general, that request will be honored by the Company until revoked by the customer. To the extent the company provides to its marketing affiliate a discount or information related to the transportation, sales or marketing of natural gas, including but not limited to the company's customer lists, that is not readily available or generally known to any other marketer or supplier or has not been authorized by a customer, it will provide details of such discount or provide the information contemporaneously to all potential marketers on its system that have requested such information. A marketer may make a standing request for contemporaneous disclosure of such information.
- (g) The Company will not condition or tie its agreement to release interstate pipeline capacity to any agreement by a gas marketer, customer, supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.
- (h) The Company will not condition or tie an agreement to provide a transportation discount to any agreement by a marketer, customer, supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.
- (i) The Company's operating employees and the operating employees of its marketing affiliate will function independently of each other, be employed by separate business entities, and reside in separate offices.
- (j) The Company will keep separate books of accounts and records from those of its marketing affiliate.

Continued on Sheet No. E-11.00

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Continued From Sheet No. E-10.00

E4.3 Transportation Standards of Conduct Complaint Procedures.

If the Company receives a verbal complaint related to its Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Natural Gas, M.P.S.C. No. 2, Section E4.2, Transportation Standards of Conduct, the Company will attempt to resolve the complaint on an informal basis. If the Company and the complainant are unable to resolve the complaint on an informal basis, the procedures outlined below will be followed:

- (a) Complainant will route all formal complaints in writing to:

Michigan Gas Utilities Corporation
899 S. Telegraph Road
Monroe, Michigan 48161
Attention: Manager Regulatory Services

- (b) The Company will acknowledge the receipt of the formal written complaint, in writing, within five working days of receipt by the Company.
- (c) The Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates and specific claims.
- (d) The Company will prepare a written statement communicating to the complainant the results of the Company's preliminary investigation within 30 days of the initial receipt of the complaint by the Company with a description of the action taken or proposed to be taken.
- (e) (i) If the complainant is satisfied with the action taken or proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of the Company's written statement addressing the action taken or proposed to be taken.
- (ii) If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Michigan Public Service Commission.

Continued on Sheet No. E-12.00

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Continued from Sheet No. E11.00

E5. TRANSPORTATION SERVICE AND RATES

E5.1 AVAILABILITY.

This service is available to any customer that could otherwise purchase gas under any of the Company's existing sales tariffs.

The customer must contract for delivery to a specific metering point(s) where the gas will be consumed. Gas transported under this rate may not be resold.

The Customer has agreed to provide a separate telephone line and such other facilities as may be required for the specialized metering equipment needed to be installed by the Company. The Customer has also agreed to provide 24 hour per day access to the specialized metering equipment located on the Customer's premises.

Upon request, the Company will make available to the Customer the daily volumetric data collected from the specialized metering equipment. However, such requests do not relieve the customer of the responsibility to balance its gas usage compared to deliveries of supplies into the Company's distribution system when an OFO has been instituted. Should a customer seek real time volumetric flow data, the Company will work with that customer, at the customer's expense for the equipment, to install the appropriate equipment to duplicate invoice quality data.

The Company does not have the obligation to provide GCR sales service until 30 days after notification of the customer's intention to become a sales customer.

The Company makes no guarantee against, and assumes no liability for, interruptions caused by third parties, including suppliers, marketers, producers, and pipelines.

E5.2 NATURE OF SERVICE.

The Company will accept on a firm basis, gas delivered to it on behalf of a transportation customer. The Company will redeliver an amount of gas to the customer containing the equivalent British thermal unit (BTU) content of the gas delivered to the Company on behalf of the customer.

Bills will be rendered on a monthly basis.

Service will be rendered under the terms and conditions contained in this rate schedule and consistent with the Company's Rule E1 - GAS TRANSPORTATION SERVICE RULES.

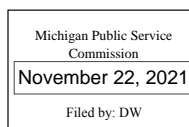
E5.3 AGGREGATION OF ACCOUNTS OPTION.

A customer receiving gas service at multiple facilities under common ownership may elect to aggregate the quantities of gas supplied to such facilities if the following conditions are met:

- (a) The customer must designate one of the facilities as the master account. The master account must be a Transportation Service account (TR-1, TR-2 or TR-3).

Continued on Sheet No. E-13.00

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Continued From Sheet No. E-12.00

E5. TRANSPORTATION SERVICE AND RATES (Contd.)

E5.3 AGGREGATION OF ACCOUNTS OPTION

- (b) Only the subsidiary accounts will be eligible for aggregation with the master account. To qualify as a subsidiary account a facility must be served under any of the Sales Service Rates or Transportation Service Rates. The customer, or the customer's agent, must specify which of the other facilities will be designated as a subsidiary account. The customer may designate some or all of its other facilities as subsidiary accounts.
- (c) The facility designated as the master account shall be subject to and billed under the provisions of its transportation tariff. Facilities designated as subsidiary accounts shall be subject to all the terms and conditions of the master account tariff, except that each subsidiary account will pay the customer charge, distribution charge and all applicable Supplemental charges as set forth on Sheet Nos. D-1.00, D-1.01 and D-1.02 in effect for its designated sales or transportation rate, rather than the customer charge and transportation charge in effect for the master account.
- (d) Each subsidiary account will be required to have remote metering installed and will be subject to the Daily Balancing provisions contained in Section 5.8 below. Each subsidiary account will be subject to a monthly telemetering charge of \$21.50, which is in addition to the charges specified in Section E5.3 (c) above.

E5.4 RATES AND CHARGES

Monthly Charges:	Transportation Service Rate		
	TR-1	TR-2	TR-3
Customer Charge -			
Each Meter	\$ 1,940.00 / meter	\$ 3,188.00 / meter	\$ 10,500.00 / meter
Each Subsidiary Account	\$ 21.50 / meter	\$ 21.50 / meter	\$ 21.50 / meter
Transportation Rates:			
Peak (November to March)	\$ 1.1200 per Mcf	\$ 0.8581 per Mcf	\$ 0.7057 per Mcf
Off-Peak (April to October)	\$ 0.9806 per Mcf	\$ 0.7212 per Mcf	\$ 0.5673 per Mcf
Service Category			
TR-1	Usage between 0 and 57,500 Mcf annually		
TR-2	Usage between 57,500 and 572,400 Mcf annually		
TR-3	Usage greater than 572,400 Mcf annually		

Optional Discount Rates - The Company, at its discretion, may negotiate lower rates for individual customers, down to a minimum of \$0.20 per Mcf.

DAILY BALANCING SERVICE	Effective
% Difference From Nomination	Rate Per Mcf
>0.0% up to 8.0%	\$0.2291
>8.0%	\$0.4041

Applicable Daily Balancing Charges for Undertake Imbalances during High Flow Constraint Periods and Overtake Imbalances during Low Flow Constraint Periods

% Difference From Nomination	Effective
	Rate Per Mcf
>0.0% up to 10.0%	\$0.0000
>10.0%	\$0.6300

Continued on Sheet No. E-14.00

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Continued From Sheet No. E-13.00

E5. TRANSPORTATION SERVICE AND RATES (Contd)

The Company, at its option, may require the installation of a heating value measurement device and the payment by the customer of a \$250.00 monthly heating value measurement charge under the following conditions:

- (a) If the customer refuses to include in its gas transportation service contract a provision that holds the Company harmless for any damages resulting from measuring errors; or
- (b) If the customer demands that heating value measurement equipment be installed.

Main Replacement Program Rider

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

E5.5 GAS COST RECOVERY

Gas transported under this rate is not subject to adjustments for fluctuations in the cost of purchased gas as stated in Rule C9 of the Company's Rules, Regulations, and Rate Schedules, M.P.S.C. No. 2.

E5.6 SUPPLEMENTAL CHARGES

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

E5.7 GAS-IN-KIND

The Company shall retain 0.31% of all gas received at the delivery point(s) to compensate it for the company-use and lost-and-unaccounted-for gas on the Company's system. This volume shall not be included in the quantity available for redelivery to the customer.

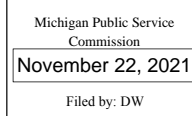
E5.8 DAILY BALANCING SERVICE

ANNUAL CONTRACT QUANTITY (ACQ) is defined as the quantity of gas, as specified in the transportation contract between the customer and the Company, that is based on the customer's maximum historical 12-month usage (determined from the customer's 36-month base period) plus adjustments for known or expected changes. The ACQ will be utilized in establishing the customer's Maximum Daily Quantity (MDQ), unless an alternative measure is agreed upon.

ADJUSTED SCHEDULED DELIVERED QUANTITY is defined as the quantity of gas to be delivered to the Company's system on behalf of the customer as reported by the interstate pipeline, adjusted for the difference in MGU's pressure base (14.73/14.65 psia, i.e. 1.0055).

Continued on Sheet No. E-14.01

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Continued From Sheet No. E-14.00

E5. TRANSPORTATION SERVICE AND RATES (Contd)

E5.8 DAILY BALANCING SERVICE (Contd.)

EXCESS DELIVERIES are defined as gas delivered to the Company, on behalf of the customer, less gas in kind and gas redelivered to the customer, on a **daily** basis.

(a) All customers taking service under this rate schedule must subscribe to the Company's Daily Balancing Service.

(b) All customers using the Daily Balancing Service that are not members of a Third Party Pool will be balanced on a stand-alone basis.

(c) For each Third Party Pool, on a daily basis, the difference between the entire pool's Adjusted Scheduled Delivered Quantity and the entire pool's actual usage will be divided into two blocks as defined below. The number of Mcf's in each block will be multiplied by the respective rate for that block in accordance with the following table:

1. The Percent Difference From Adjusted Scheduled Delivered Quantity is calculated by taking the absolute value of the difference between the pool's actual daily usage and the pool's Adjusted Scheduled Delivered Quantity and dividing by the pool's Adjusted Scheduled Delivered Quantity.

<u>Pool's Percent Difference Between Adjusted Scheduled Delivered Quantity And Actual Usage</u>	<u>Rate Per Mcf</u>
>0.0% up to 8.0%	(See Sheet No. E-13.00
>8.0%	for current effective rates)

3. The total Daily Balancing charges for a Third Party Pool will be billed directly to the Pool Administrator.

(d) For Stand-Alone Customers, on a daily basis, the difference between each customer's Adjusted Scheduled Delivered Quantity and each customer's actual usage will be divided into two blocks. The number of Mcf's in each block will be multiplied by the respective rate for each block in accordance with the following table:

1. The Percent Difference from Adjusted Scheduled Delivered Quantity is calculated by taking the absolute value of the difference between the actual daily usage for each customer, and the Adjusted Scheduled Delivered Quantity for each customer and dividing by the Adjusted Scheduled Delivered Quantity for each customer.

<u>Pool's Percent Difference Between Adjusted Scheduled Delivered Quantity And Actual Usage</u>	<u>Rate Per Mcf</u>
>0.0% up to 8.0%	(See Sheet No. E-13.00
>8.0%	for current effective rates)

Continued on Sheet No. E-14.02

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Continued From Sheet No. E-14.01

E5. TRANSPORTATION SERVICE AND RATES (Contd.)

E5.8 DAILY BALANCING SERVICE (Contd.)

- (e) In addition to Daily Balancing charges, all customers and pools taking service under the Company's Daily Balancing Service will be charged their prorated share of interstate pipeline penalties if any such penalties are charged to the Company. The proration of interstate pipeline penalties will not take place if the customer or pool is already paying the Surcharge For Unauthorized Use of Gas on High Flow Constraint Days or the pipeline penalty rate on Low Flow Constraint Days. Allocation of the charges will be based upon each customer's and/or pool's proportionate share of the imbalance that gave rise to the charges.
- (f) All revenues from the Daily Balancing Service will be reflected in each of the Company's annual Gas Cost Recovery Reconciliation as revenues to be credited to both GCR and GCC customers through the Reservation Charge.

DAILY CASH-OUT

1. When usage is more than the Adjusted Scheduled Daily Quantities, on a daily basis, the customer or Pool Administrator shall purchase from the Company the difference between the customer's or pool's actual usage, and the sum of the customer's or pool's Adjusted Scheduled Daily Quantities at each gate station.

When usage is less than the Adjusted Scheduled Daily Quantities, on a daily basis, the Company shall purchase from the customer or pool the difference between the customer's or pool's actual usage, and the sum of the customer's or pool's Adjusted Scheduled Daily Quantities at each gate station.

The rate for this purchase, by the Company, shall be the lesser of the GCR rate or the Daily Indexed Price of gas commodity as defined under the Indexed Price subsection below, for the day of purchase. The rate for the sale of this gas by the Company to the customer or pool administrator, shall be the greater of the GCR rate or the Daily Index Price of gas commodity as defined under the Indexed Price subsection below for the day of the sale.

The customer or pool administrator shall be allowed to net their imbalance volumes between all gate stations on a pipeline by pipeline basis on the Company's distribution system on a daily basis. The net imbalance volumes will be cashed out daily. Daily cash-out charges, on a pipeline by pipeline basis, will be netted together for purposes of monthly billing.

Continued on Sheet No. E-15.00

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Continued From Sheet No. E-14.02

E5. TRANSPORTATION SERVICE AND RATES (Contd.)

E5.8 DAILY BALANCING SERVICE (Contd.)

Indexed Price

- a. This index price will be applicable to the daily cash out of imbalances on all pipelines serving the Company's service territory.
- b. The Daily Indexed Price will be the MichCon city-gate price as listed in Gas Daily plus associated firm pipeline delivery costs. In the event that Gas Daily discontinues its reporting of this price, the Company may substitute a comparable reporting service and/or city-gate pricing index.

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Continued From Sheet No. E-15.00

E5. TRANSPORTATION SERVICE AND RATES (Contd)

E5.8 DAILY BALANCING SERVICE (Contd.)

POOLING OPTION:

Any customer or customer's agent that causes multiple deliveries at any receipt point to Michigan Gas Utilities may, for the purposes of **daily** balancing, pool those deliveries together under **the following** option:

Pooling by Pipeline

Deliveries under this option may be pooled, provided that each delivery into the pool is to a customer or customers that utilize(s) a common Up-stream transportation provider.

The customer, or an agent acting on the customer's behalf, may select this Pooling option for a month provided that it notifies the Company in writing at least thirty (30) days prior to the due date for nominations for the month of effective service. Such notifications must include a listing of the customers to be included in the pool. A customer decision to select this pooling option, as well as the allocation method, is binding for that entire month. This Pooling option does not excuse the customer from its obligations to make timely nominations.

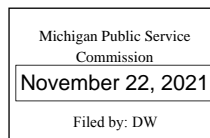
A current transportation customer, or an agent acting on the customer's behalf, must provide supporting paperwork to enroll the customer thirty (30) days prior to the start with a new supplier. **Suppliers no longer servicing a customer must provide supporting paperwork thirty (30) days prior to last service date. Customer shall be responsible for notifying previous supplier of discontinued service. The Company shall incur no liability for relying on information from a customer or a Supplier which the company believes to be genuine.**

Deliveries are pooled together by adding the positive and negative imbalances for each customer in the pool. A fee of \$25.00 per month shall be imposed on each imbalance paper pool, with the fee billed to the marketer, broker, or aggregator that is designated as the pool's representative.

The Pool Administrator will be responsible for determining how any charges or credits will be divided among Third Party Pool members. As soon as the data becomes available to the Company, the Pool Administrator will be given individual Third Party Pool member usage information by the Company for the previous month. The Company will then bill the Pool Administrator. If the Pool Administrator defaults on the payment of any charges, the Company reserves the right to allocate charges to each Pool member and/or the Pool Administrator using its sole discretion.

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Continued From Sheet No. E-16.00

E5. TRANSPORTATION SERVICE AND RATES (Contd)

E5.9 UNAUTHORIZED USAGE OR EXCESS DELIVERIES WHEN SERVICE IS INTERRUPTED, CURTAILED, OR AN OFO IS IN EFFECT

Penalties for unauthorized usage or excess deliveries by a customer during a period of curtailment, OFO or interruption of gas service shall be assessed charges and cashed-out in accordance with the provisions of the Company's Rule C3.2 - CURTAILMENT OF GAS SERVICE.

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SECTION F
CUSTOMER CHOICE (Rate CC)

GENERAL TERMS AND CONDITIONS OF THE TARIFF

F1. GENERAL PROVISIONS

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

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

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

Enrollment:

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

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

Continued on Sheet No. F-2.00

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F1. GENERAL PROVISIONS (Contd.)

- (5) **Supplier Pricing:** A Supplier will not be permitted to add more than two (2) Pricing Categories per month, unless prior approval is obtained from the Company. **Pricing pools that have remained inactive for longer than six months may be closed by the Company.** Each month, all customers within a Pricing Category shall be billed the same price, as designated by the Supplier. A Supplier shall pay a monthly Administrative Fee of \$100.00 per Supplier-designated Pricing Category. A "Pricing Category" shall be defined as a pricing pool that assesses the same rate for each of the Company's five operating districts. The Company reserves the right to require additional pools to meet operational requirements.
- (6) **Daily Delivery Obligations (DDO):** The Company will provide each Supplier with a daily schedule of quantities for delivery of gas into the Company system on behalf of the Supplier's customers for each Pricing Category and delivery pools behind each of the Company's five operating districts. The DDO will establish the anticipated daily quantity of gas to be delivered to the Company at the Point(s) of Receipt designated by the Company. The DDO shall be calculated using the Company's estimation procedure. This procedure incorporates the unique heating and non-heating factors for each customer in the Pool and Heating Degree Days. This schedule may be updated by the Company on a daily basis. The Company reserves the right to take into consideration the Supplier's cumulative imbalance in determining each month's DDO. During the calendar month, on the business day prior to the day of flow, the Company shall notify each Supplier by 8:30 A.M. Central Time of the DDO for the next five days of flow. If the Company has, for any reason, not posted on its electronic bulletin board (EBB) or otherwise notified the Suppliers of the DDO on or before 8:45 A.M. Central Time on any business day, the Supplier shall deliver a quantity within the previously forecasted DDO. The Company shall issue such notices in a non-discriminatory manner. Scheduled daily volumes for GCC customers for electric peakers, greenhouses, grain dryers, asphalt plants and large loads without consistent or historical load information may be determined by the Company on a different basis than set forth above.

Daily Delivery Obligation (DDO) means the daily quantity of gas to be delivered by the Supplier to the Company at the Point(s) of Receipt designated by the Company.

A Supplier that fails to deliver the required DDO quantity on any day, shall pay a per MMBtu "Failure Fee" for the difference between the required DDO and the actual amount delivered in the amount of \$6.00 per MMBtu (\$10.00 per MMBtu during periods of Company-declared OFO conditions in accordance with Rule C3.2, Curtailment of Gas Service) plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company's Rule C9 or (b) the current highest spot price paid for gas delivered to ANR Pipeline Company, Panhandle Eastern Pipe Line Company, Trunkline Gas Company, the MichCon index or at Chicago city gate for the corresponding date as published in Gas Daily, plus associated firm pipeline delivery costs. In addition, the Company may assess up-stream penalties to the Supplier to the extent that the Company has identified the Supplier as the cause of the penalty. (Failure Fees collected by the Company shall be reflected as a reduction to the GCR Cost of Gas Sold and identified separately on annual reconciliation reports under Rule C9.)

A Supplier who fails to deliver gas on successive days such that its Failure Fee liability exceeds its cash deposit, letter of credit or surety bond, shall be subject to having its Authorized Supplier status revoked. Subject to Rule C2, Controlled Service, the Supplier's customers shall become sales rate customers of the Company.

Continued on Sheet No. F-3.00

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Continued From Sheet No. F-2.00

F1. GENERAL PROVISIONS (Contd.)

- (7) **Proof Of Capacity:** The Supplier shall be responsible for obtaining sufficient pipeline capacity to meet its delivery obligations.
- (8) Gas delivered into the Company's system shall comply with Rule B1, Technical Standards for Gas Service, Part 8 Gas Quality.
- (9) **Nominations:** Each Supplier shall notify the Company's Gas Transportation Services Department of the daily quantity of gas (in MMBtu) that the Supplier is nominating for delivery on behalf of each Supplier-designated monthly Pricing Category and each associated geographic delivery pool. Such nominations shall be submitted in accordance with the deadlines of the North American Energy Standards Board (NAESB) Standard 1.3.2.
- (10) **Customer Billing:** All customer billing and remittance processing functions for services provided under Rate CC will be performed by the Company. The Supplier will be charged a monthly fee equal to the First Class postage rate for each customer account. The Company will be responsible for credit and collection activities for the amounts billed directly to the customer by the Company. The Supplier must, at least three business days prior to the start of each billing month, furnish to the Company, in a format acceptable to the Company, the price per Mcf or Ccf to be billed to each Supplier-designated Pricing Category on its behalf or the most recently supplied price will be used.
- (11) **Buy/Sell:** The Company shall remit to the Supplier, approximately 21 business days from the end of each calendar month, an amount for the cost of gas equal to the MMBtu quantities for each Supplier's DDO by pricing pool, multiplied by the price per Mcf converted to MMBtu, billed to the Supplier's customers that month. The amount to be remitted shall be reduced for any applicable Administrative Fees, Billing Fees, and Failure Fees, amounts owed under the annual price reconciliation per Paragraph (12) below and/or other amounts owed to the Company pursuant to the Company's tariff.
- (12) **Annual Reconciliation:** Within 60 working days after (i) the end of the March billing cycle, or (ii) revocation of a Supplier's Authorized Supplier status, or (iii) **withdrawal by Supplier from participation in the Gas Customer Choice Program**, the Company will reconcile both price and volumes.

The Company will compare:

- (i) the weighted average price per MCF billed the customer on behalf of the Supplier with the Company's actual weighted average cost of gas (WACOG), and
- (ii) the volumes delivered by the Supplier, converted to Mcf, with the **calendarized** customer consumption over the program year.

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Continued From Sheet No. F-3.00

F1. GENERAL PROVISIONS (Contd.)

The reconciling adjustment will be reflected on the next monthly remittance to the Supplier. (Amounts collected or remitted by the Company under the Annual Reconciliation mechanism shall be reflected as a component of the GCR Cost of Gas Sold and identified separately on annual reconciliation reports under Rule C9.) The following table enumerates the various pricing and supply conditions that will be considered in the annual reconciliation process:

Annual Reconciliation Pricing/Supply Conditions

- | | |
|---|---|
| 1. Supplier's weighted average price billed is higher than the Company's actual WACOG and delivered volumes exceed calendarized customer consumption. | 2. Supplier's weighted average price billed is less than the Company's actual WACOG and delivered volumes exceed calendarized customer consumption. |
| 3. Supplier's weighted average price billed is higher than the Company's actual WACOG and calendarized customer consumption exceeds delivered volumes. | 4. Supplier's weighted average price billed is less than the Company's actual WACOG and calendarized customer consumption exceeds delivered volumes. |

Scenario #1: Remittance to Supplier will be reduced for volumes delivered in excess of **calendarized** customer consumption at the difference between the Company's actual WACOG and the Supplier's weighted average price.

Scenario #2: Remittance to Supplier will be increased for amounts delivered in excess of **calendarized** customer consumption at the difference between the Company's actual WACOG and the Supplier's weighted average price.

Scenario #3: Remittance to Supplier will be increased for **calendarized** amounts billed to customers in excess of the volumes delivered at the difference between the Company's actual WACOG and the Supplier's weighted average price.

Scenario #4: Remittance to Supplier will be reduced for **calendarized** amounts billed to customers in excess of the volumes delivered at the difference between the Company's actual WACOG and the Supplier's weighted average price.

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Continued From Sheet No. F-4.00

F1. GENERAL PROVISIONS (Contd.)

- (13) If the Commission or its Staff determines that a Supplier has not complied with the terms and conditions of the Program, The Commission or its Staff shall direct a utility or utilities to suspend the Supplier's Authorized status until the Commission or its Staff determines that necessary changes have been made to comply with the requirements. Failure to make the necessary changes, or further non-compliance with the requirements of the terms and conditions of the Program may result in the Supplier's termination from the Program. If a Supplier is terminated, subject to Rule C2, Controlled Service, its customers shall become sales rate customers of the Company.
- (14) For purposes of reconciling amounts owed between the Company and a Supplier, the Company will convert customer consumption from Mcf to MMBtu using daily system-average Btu content by billing cycle.
- (15) **For purposes of reconciling amounts owed between the Company and a Supplier, the Company will use calendarized consumption recorded on a month-by-month basis.**
- (16) Where used in this rule, the term "month," unless otherwise indicated, means billing month when referring to customer consumption and calendar month when referring to deliveries by Suppliers.
- (17) The Company may disclose, at such times as requested by the Commission or its staff, the gas rates charged to Rate CC customers.
- (18) The Company shall have the authority to issue operational flow orders (OFO's), or take other action which it deems necessary, to ensure system reliability, even if such action may be inconsistent with other provisions of these Program Rules.
- (19) The Company will act as Supplier of last resort under the Program.
- (20) A Supplier must include the Company's required tariff language in all of its contracts.
- (21) If a customer has a complaint against a Supplier, the customer should try to resolve it first with the Supplier. If the complaint is unresolved, the customer should involve the Commission by contacting the Commission Staff. Should the customer choose to involve the Company in a complaint, the Company shall forward the complaint information to the Commission Staff and the Supplier for resolution. The Company shall have no responsibility for resolving disputes between customers and Suppliers but shall provide information if requested by the customer or Commission Staff.
- (22) The Transportation Standards of Conduct, Rules E4.2 and E4.3, shall apply to the GCC program
- (23) The annual load requirement, DDO's, delivery schedules, delivery shortfalls, Failure Fees and annual reconciliations shall apply separately to each Supplier designated Pricing Category.

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F2. CUSTOMER PROTECTIONS

DEFINITIONS:

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

Customer:

- Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.
- Small Commercial means a non-residential customer (business name) with aggregate usage **on the Small General Service rate.**
- **Medium Commercial means a non-residential customer (business name) with aggregate usage on the Medium General Service rate.**
- Large Commercial means a non-residential customer (business name) with aggregate usage **on the Large General Service rate.**

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

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

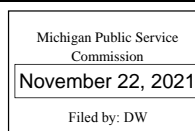
The terms "signature" or "signed" includes electronic signatures as defined in the Michigan Uniform Electronic Transactions Act.

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

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

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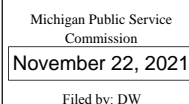
F2. CUSTOMER PROTECTIONS (Contd.)

however the customer shall be made aware of the existence and amount of any early termination fee by the Supplier. The Supplier shall execute a customer's request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.

- (3) A Supplier's sales representatives, agents, or employees must not represent itself in any manner as an employee, affiliate, subcontractor, or agent of the Company. A Supplier's sales representatives, agents, or employees must prominently display identification on the front of their outer clothing that identifies them as employees or agents working on behalf of a Supplier, and includes the name of the Supplier and the name and identification number of the person representing the Supplier. Suppliers must comply with all local ordinances before their sales representatives, agents, or employees begin door-to-door marketing. Door-to-door marketing and telephone marketing must be performed between 9:00 A.M. & 8:00 P.M.
- (4) All contracts offered by the Supplier and signed by the customer must be clearly labeled at the top of the contract as "Gas Customer Choice Contract" with the Supplier's name, the type of contract being offered and in a font size of at least 16 point and bold.
 - (A) A Supplier must use a font size of at least 12 point for its contract with residential and or small commercial customers.
 - (B) All terms and conditions of the contract are considered part of the contract and must be included in the contract document and provided to the customer as one document at the time of signing the contract. The signature can appear on a separate or easily separable document from the terms and conditions as long as the signature page also includes an identifier that is the same as that which appears on the terms and conditions and also includes the customer's name, account number and the language contained in Section F2, paragraph (8), subparagraph (J).
 - (C) Customers enrolling through verbal means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail or verifiable electronic mail. This correspondence shall be postmarked within seven (7) days of the customer's verbal enrollment.
 - (D) Customers enrolling through electronic means shall have the entire contract including the rate, term and conditions included in the contract provided to them in writing via U.S. mail and by verifiable electronic mail. These correspondences shall be postmarked within seven (7) days of the customer's electronic enrollment with the Supplier.
- (5)
 - (A) The maximum early termination fee for residential contracts of one year or less shall not exceed \$50. The maximum early termination fee for residential contracts of longer than one year shall not exceed \$100.
 - (B) The maximum early termination fee for small commercial contracts of one year or less shall not exceed \$150. The maximum early termination fee for small commercial contracts of longer than one year shall not exceed \$250.
- (6) Contracts may continue after initial term expiration on a month-to-month basis, cancelable at any time without penalty.

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F2. CUSTOMER PROTECTIONS (Contd.)

- (7) Any contract that is not signed by the customer or legally authorized person shall be considered null and void. Only the customer account holder or legally authorized person shall be permitted to sign a contract. A Supplier and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a legally authorized person.
- (8) The following information must be included in all residential and commercial Supplier's contracts with a customer:
- (A) The Supplier's name.
 - (B) The Supplier's address.
 - (C) The Supplier's toll-free telephone number.
 - (D) Cancellation rights:
 - (i) All residential and small commercial customers have a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract.
 - (ii) All **Medium and** Large commercial customers have a 14-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. This class of customer may waive this right of cancellation by affirmatively agreeing to waive this right on the contract. This customer protection waiver should be prominent in the contract language.
 - (E) Any customer fees or penalties related to the contract.
 - (F) The contract pricing provisions in unit rates the customer is typically billed for.
 - (G) The terms regarding contract length.
 - (H) If the Supplier does not offer a fixed price, the contract and all related marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented.
 - (I) Provision for a 60-day advance notice to the customer of any price change at the expiration of a fixed price contract.
 - (J)
 - (i) Residential Contracts must Include: In bold 14 point type above the place for the customer's signature, the following statement: "I acknowledge that I am the account holder or legally authorized person to execute a contract on behalf of the account holder. I understand that by signing this agreement, I am switching the gas Supplier for this account to (new Supplier name). I understand that gas purchased for this account by (new Supplier name) will be delivered through Michigan Gas Utilities' delivery system. The account holder, or the person who signed this contract on behalf of the account holder, has 30-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name)."
 - (ii) Small Commercial Contracts must include: In bold 12 point type above the place for the legally authorized customer's signature and company business title, the following statement: "I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to (new Supplier name). I understand that gas

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Continued From Sheet No. F-8.00

F2. CUSTOMER PROTECTIONS (Contd.)

purchased for this commercial account by (new Supplier name) will be delivered through Michigan Gas Utilities' delivery system. The legally authorized person to execute a contract and legally bind the business in this contract, has 30-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name)."

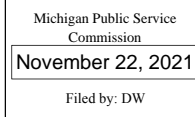
- (iii) **Medium and Large Commercial Contract** must include: In bold 12 point type above the place for the legally authorized customer's signature and company business title, the following statement: "I acknowledge that I am the account holder or legally authorized person to execute a contract and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

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

Continued on Sheet No. F-10.00

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In Case No: **U-20718**

Continued From Sheet No. F-9.00

F2. CUSTOMER PROTECTIONS (Contd.)

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

F3. SOLICITATION REQUIREMENTS

DEFINITIONS:

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

Customer:

- Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.
- Small Commercial means a non-residential customer (business name) **on the Small General Service rate.**
- **Medium Commercial means a non-residential customer (business name) on the Medium General Service rate.**
- Large Commercial means a non-residential customer (business name) **on the Large General Service rate** with usage of natural gas that is supplied or distributed by a utility for non-residential purposes.

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

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

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

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

- (1) It is the Supplier's responsibility to have a current valid contract with the customer at all times. The Commission or its Staff may request a reasonable number of records from a Supplier to verify compliance with this customer verification provision and, in addition, may request

Continued on Sheet No. F-11.00

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Continued From Sheet No. F-10.00

F3. SOLICITATION REQUIREMENTS (Contd.)

records for any customer due to a dispute. For each customer, a Supplier must be able to demonstrate that a customer has made a knowing selection of the Supplier by at least one of the following verification records:

- (A) An original signature from the customer or legally authorized person.
- (B) Independent third party verification with an audio recording of the entire verification call.
- (C) An E-mail address if signed-up through the Internet.

(2) Suppliers and agents who are soliciting customers must comply with the following requirements:

- (A) The Supplier and its agents must clearly identify the AGS on whose behalf they are soliciting.
- (B) The Supplier and its agents must not represent themselves as employees or agents of the Company.
- (C) The Supplier and its agents must affirmatively indicate if they are a marketing affiliate of the Company, that the affiliate is a separate entity and that the affiliate is not regulated by the Michigan Public Service Commission.
- (D) The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.
- (E) The Supplier and its agents cannot remove the original of the customer's bill from the residence or small commercial office **or medium commercial office**.
- (F) The Supplier and its agents must comply with truth in advertising in all verbal, written, or electronic statements to the customer.
- (G) A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at MI.gov/CompareMIGas its generally available offers for residential, small commercial customers **and medium commercial customers** per the Terms and Conditions of the AGS licensing application.

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

F4. SUPPLIER LICENSING AND CODE OF CONDUCT

DEFINITIONS:

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

Customer:

- Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.
- Small Commercial means a non-residential customer (business name) **on the Small General Service rate**.
- Medium Commercial means a non-residential customer (business name) **on the Medium General Service rate**.
- Large Commercial means a non-residential customer (business name) **on the Large General Service rate** with usage of natural gas that is supplied or distributed by a utility for non-residential purposes.

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Continued From Sheet No. F-11.00

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

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

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

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

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

- (1) A Supplier is required to be licensed by the Commission and provide the following information prior to any solicitation:
 - (A) The name of the Supplier's company/corporation or owner's name and type of organization.
 - (B) The Supplier's mailing address.
 - (C) The Supplier's principal place of business address.
 - (D) The Supplier's Michigan office address and toll-free number during normal business hours for customer inquiries and concerns.
 - (E) The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.
 - (F) Name, address, phone number, and email address of person designated to receive and respond to requests from the Commission or its Staff with respect to inquiries, complaints and regulatory matter.
- (2) As a condition of licensing as a Supplier, a Supplier must agree to abide by a code of conduct that provides:
 - (A) The Supplier will issue accurate and understandable contract(s) and marketing materials.
 - (i) The Supplier and its agents will not engage in communications or practices that are fraudulent, deceptive or misleading.
 - (ii) The Supplier and its agents will maintain sufficient documentation to support any claims made to customers in advertising, marketing, promoting or representing the sale of gas supply or related services.
 - (iii) The Supplier will provide this documentation to the Commission or its Staff upon request.
 - (iv) Marketing materials must contain the price per Mcf /Ccf, the period of time over which the price is valid, the term of the contract, the Supplier's name and telephone number, the area which the Supplier serves and the types of customers that the Supplier serves.
 - (v) If the Supplier does not offer a fixed price, the marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented over a relevant time period and for relevant usages. Marketing materials shall clearly identify optional services.

Continued on Sheet No. F-13.00

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Continued From Sheet No. F-12.00

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

- (B) The Supplier will commit to truth in advertising. The Supplier will provide gas supply and related services at advertised terms and conditions.
- (C) The Supplier will comply with all Company program rules and tariffs as they are contained in the Company's "Rate Book For Natural Gas Service".
- (D) The Supplier must comply with Commission rules relating to response to customer complaints, formal complaints and customer service.
- (E) The Supplier will provide accurate and sufficient customer service information. The Supplier will advise customers of their name, address, toll free telephone number and other service information, including dispute resolution procedures. The Supplier will give customers accurate and complete information on the customer's rights and responsibilities. The Supplier will maintain regular hours during which customers can make inquiries and complaints. Customer inquiries to a Supplier that are related to gas emergencies, such as gas leaks or outages, should be directed to the Company.
- (F) The Supplier must inform a customer of the amount of its early termination fee prior to de-enrollment or transfer to another AGS. A customer is responsible to know if early termination fees apply in their contract. If after the Supplier discloses the early termination fee amount and the customer returns to the Company sales rate or switches to another AGS, the customer may be responsible for early Termination fees or other penalties owed to the Supplier. The Supplier shall execute a customer's request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.
- (G) The Supplier will not switch a customer to the Supplier's service without the express authorization of the customer. The Supplier will use appropriate marketing and verification methods for switching customers. The Supplier will agree not to charge the customer for services that the customer has not expressly authorized. The Supplier will apply appropriate verification methods for any charges applied to the customer's account. The Supplier shall maintain verification records for as long as the customer's contract is valid, plus an additional three (3) more years. Suppliers who switch or charge customers without the proper authorization must refund the supply or other charges to the customer and pay any administrative fees, such as switching fees, necessary to reverse the actions.
- (H) The Supplier will make a good faith effort to resolve customer disputes. The Supplier will have an internal customer dispute procedure which allows for complete, courteous, fair and timely responses to customer disputes and inquiries. The Supplier will investigate each complaint, report the results to the customer and attempt to resolve the complaint to the customer's satisfaction. If the complaint cannot be resolved, the Supplier will refer the customer to the Commission or its Staff. The Supplier will appoint at least one employee to be a contact person between the Supplier and the Commission or its Staff. The Supplier will provide complete reports of the complaint investigation and resolution to the Commission or its Staff within ten (10) business days for the resolution of customer

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Continued From Sheet No. F-13.00

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

complaints. The Supplier will cooperate with the Commission or its Staff to resolve disputes, including the provision of informational materials, contracts and verification records. The Supplier will keep a record of all customer disputes. Dispute records will be made available to the Commission, upon request.

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

F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY

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


- (1) Complainant will route all formal complaints in writing to:

Michigan Gas Utilities Corporation
899 S. Telegraph Rd.
Monroe, MI 48161
Attention: Manager Regulatory Services

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

Continued on Sheet No. F-14.01

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Continued From Sheet No. F-14.00

GAS CUSTOMER CHOICE SERVICE (RATE CC)

Availability

Subject to any restrictions, this Rate is available to any customer desiring gas service where the customer's gas is provided by an Authorized Gas Supplier under Section F1, General Provisions. A customer will take service under this Rate commencing with the customer's first full billing month following enrollment.

Continued on Sheet No. F-15.00

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Continued From Sheet No. F-14.00

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

Service is available to all customers without limitation

A Rate CC customer may switch Suppliers at the end of any billing month provided the Company receives sufficient notice in a form acceptable to the Company. A customer may change Suppliers one time in any 12-month period at no cost to the customer. A fee of \$10 will be required for each change of Supplier within the same 12-month period. If a Supplier's actions force a Customer to the Company's sales service, the Customer may choose another Supplier within two billing cycles without a switching fee regardless of the length of time that has elapsed since the Customer left the Company's sales service. Except as set forth in the preceding sentence, a Customer returning to the Company's sales service rates from Rate CC is subject to the Rule C5.3(c), Selection of Rate, provisions of those sales rates and except as otherwise provided, must remain on the sales rate for 12 months.

Minimum Term

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

A customer may also change from Rate CC to another rate if:

- (1) the customer exercises an unconditional right of cancellation pursuant to Section F2 with the initial Supplier selected by the customer,
- (2) the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent,
- (3) the Supplier's action forces the customer to the Company's sales service,
- (4) the Supplier selected by the customer defaults under its Authorized Gas Supplier Agreement, or
- (5) the Supplier selected by the customer has its Authorized Supplier status revoked or terminated.

Nature of Service

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

A Rate CC customer's return to sales service is subject to Rule C2, Controlled Service.

Monthly Rate

Customer Charge Or Service Charge

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

Continued on Sheet No. F-16.00

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Continued from Sheet No. F-15.00

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

Distribution Charge

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

Reservation Charge

The customer shall pay a Reservation Charge as detailed on tariff sheet No. D-1.00. (Amounts collected by the Company for Reservation Charges shall be reflected as reductions to the GCR Cost of Gas Sold and identified separately on annual reconciliation reports under Rule C9.)

Gas Commodity Charge

The customer's cost of gas will be as communicated to the Company each month by the customer's Authorized Supplier. If a participating customer wishes to obtain gas supply from the Company after twelve or more months under rate CC, the customer shall be subject to the GCR rate. If a participating customer chooses to obtain gas supply from the Company as a result of its chosen Supplier becoming disqualified or terminating its participation, subject to Rule C2, Controlled Service, the customer shall become subject to the higher of a market based rate or the GCR rate for up to three months.

The market-based rate shall consist of the average (most recent 30 days that are available) of the MichCon city gate price as published in *Platt's Gas Daily*.

General Terms and Surcharges

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet No. D-1.00 **and D-1.01** and is also subject to all charges, terms and conditions set forth in Section F.

Minimum Charge

The minimum charge shall be the customer charge included in the rate plus any applicable surcharges.

Due Date and Late Payment Charge

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

Term and Form of Contract

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

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STANDARD CUSTOMER FORMS INDEX

(The Standard Forms are not included at this time. They will be submitted as new forms are adopted by the Company.)

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