

(Continued From Sheet No. C-28.00)

C7. GAS COST RECOVERY CLAUSE AND STANDARD REFUND PROCEDURES

C7.1 Gas Cost Recovery Clause

A. Applicability of Clause

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

B. Booked Cost of Gas Sold

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 - (f) Storage Gas: Net costs of gas injected and withdrawn from underground storage facilities.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

(Continued on Sheet No. C-30.00)

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(Continued From Sheet No. C-29.00)

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

C7.1 GAS COST RECOVERY CLAUSE (Contd)

C. Billing

- (1) In applying the Gas Cost Recovery Factor, per Mcf or dekatherm, any fraction of 0.01 cent shall be rounded to the nearest 0.01 cent.
- (2) Each month the Company shall include in its rates a Gas Cost Recovery Factor up to the maximum authorized by the Commission as shown on Sheet No. D-2.00. For months in which the Commission has not approved a specific Gas Cost Recovery Factor, the Company may include an appropriate Gas Cost Recovery Factor in its rates if authorized by law to do so.
- (3) The Gas Cost Recovery Factor shall be the same per Mcf or Ccf for each billed customer. The factor shall be placed into effect in the first billing cycle of each monthly billing period and shall continue in effect throughout all cycles in each monthly billing period.
- (4) The Gas Cost Recovery Factor shall appear on all customer bills.

D. General Conditions

- (1) At least 15 days prior to a billing month for which the GCR factor to be billed is to differ from that currently in effect, the Company shall file a revised Sheet No. D-2.00 to notify the Commission as to the actual factor to be billed to its customers in the subsequent month.
- (2) This Gas Cost Recovery Clause is authorized by the provisions of 1982 PA 304. A copy of that act is available for public inspection at each business office of the Company. The Company shall provide a copy of the act to any customer upon request.

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

A. Receipt of Refunds by the Company

(1) Supplier Refunds

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

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

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

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

(Continued on Sheet No. C-31.00)

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

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

A. Receipt of Refunds by the Company (Contd)

(2) Gas Cost Recovery (GCR) Plan Reconciliation

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

B. Refund Allocation

(1) Supplier Refunds

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

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

C. Refund Pass-Through

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

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

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

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

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

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

C. Refund Pass-Through (Contd)

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

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

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

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

(a) Data Retention

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

(b) Refund Distribution Period

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

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

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

(c) Current Customers

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

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

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

C. Refund Pass-Through (Contd)

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

(d) Past Customers

All past customers who had consumption during the refund distribution period shall be issued a refund check to their last known address, except that the Company is not required to issue refund checks to past customers who would receive \$2.00 or less, those in arrears with the Company, or to customers whose checks were returned as undeliverable from previous refunds. Rights to any portion of a refund shall not vest until a refund amount has been credited to a customer's bill or a refund check to a past customer is negotiated. After 180 days, any returned or uncashed check shall be transferred to the refund liability account to be refunded with interest in the next refund.

(e) Customers in Arrears

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

(f) Refund Completion Reports

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

(g) Unrefunded Balances

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

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(Continued From Sheet No. C-33.00)

C8. CUSTOMER ATTACHMENT PROGRAM

A. Purpose

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

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

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

B. Customer Contribution

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

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

C. Payment of Customer Contribution

The Connection Fee, Direct Charges and the Excessive Service Line Fee are payable in lump sum at the time the service agreement is executed by the customer. The Connection Fee is non-refundable. The Direct Charges and Excessive Service Line Fee are refundable if the service line has not been installed. If the service line has been installed, the Direct Charges and Excessive Service Line Fees are non-refundable.

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

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C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

C. Payment of Customer Contribution (Contd)

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

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

D. Connection Fee

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

E. Excessive Service Line Fee

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

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

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(Continued From Sheet No. C-36.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

I. Model Assumptions

Incremental Revenues:

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

Incremental Costs:

(1) Carrying Cost Rate

The carrying cost rate will be based on the weighted rate of debt, preferred stock, equity and associated taxes. The cost will be equal to and weighted in proportion to those authorized in the Company's most recent rate order. The carrying cost rate is equal to 11.14%.

(2) Plant in Service

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

(3) Carrying Costs

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

(4) Depreciation

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

(5) Property Taxes and Other Operating Expenses

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

(6) Discount Rate

The discount rate will be a weighted rate of long-term debt, preferred stock and common equity. The cost will be equal to and weighted in proportion to those authorized in the Company's most recent rate order. Based on the Company's rate order in Case No. U-15190 dated August 21, 2007, the Discount Rate is equal to 8.04%.

J. Customer Attachment Project Areas

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

(Continued on Sheet No. C-38.00)

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C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

20
 ALMA

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
20 2001 Wise and M-20, Mt Pleasant	\$ 22.29	10/10			
20 2102 Valley and Summerton, Mt. Pleasant	27.00	11/11			
20 5303 E River Rd, Mt Pleasant	lspo	09/08			
20 5405 Fawn Ridge Rd, Stanwood	lspo	08/09			
20 5450 Club House Dr W., Stanwood	lspo	06/09			
20 5452 White Tail Ln, Stanwood	lspo	06/09			
20 5454 Kelly Dr, Mt Pleasant	lspo	08/09			
20 5510 Fawn Lake, Stanwood	lspo	12/10			
20 9701 Deerfield Rd #2	15.50	10/08			
20 9703 Chippewa Hills - Isabella Co	16.13	11/08			
20 9803 Vandecar - Mt Pleasant	18.30	12/08			
20 9804 Nottawa Rd - Mt Pleasant	17.57	01/09			
20 9805 Gilmore Rd - Mt Pleasant	14.27	11/08			
20 9806 Deerfield Rd #3 - Mt Pleasant	26.10	03/09			
20 9807 Bluegrass Rd - Mt Pleasant	23.06	01/09			
20 9808 Broomfield Rd - Mt Pleasant	25.51	12/08			

lspo = lump sum payment only

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(Continued From Sheet No. C-39.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

21
 BAD AXE

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
21 2001 Dickerson Rd, Unionville	\$ 19.58	04/11			
21 2201 PTE Aux Barques Rd - Huron	16.17	11/12			
21 5601 Canboro Rd, Sebewaing	lspo	10/11			
21 5708 Ewald Rd, Elkton	lspo	10/11			
25 9710 PTE Aux Barques Rd*- Port Austin	18.24	01/09			

lspo = lump sum payment only

*Originally assigned to Saginaw

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(Continued From Sheet No. C-40.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

22
 BAY CITY

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
22 2002 Fraser and Wheeler Rds, Bay City	\$23.68	11/10	22 9701 German Rd - Bay Co	\$11.54	11/08
22 2003 Mackinaw and Union, Bay City	33.80	12/10	22 9702 Parish Rd - Bay Co	16.88	11/08
22 2201 Ott, 7 Mile and Wheeler Rds	31.57	03/13	22 9703 Wetters Rd - Bay Co	16.01	11/08
22 5301 11 Mile Rd, Auburn	lspo	10/08	22 9704 Freeland Rd - Bay Co	18.49	11/08
22 5303 Kaiser Tower Rd, Pinconning	lspo	12/08	22 9705 S 9 Mile Rd - Bay Co	16.50	11/08
22 5501 Amelith Rd, Bay City	lspo	12/10	22 9706 Wheeler Rd - Bay Co	15.88	10/08
22 5502 Hupfer Rd, Freeland	lspo	12/10	22 9707 Wetters Rd #2 - Bay Co	21.63	11/08
22 5504 Lauria Rd, Kawkawlin	lspo	11/10	22 9901 Mackinaw Rd #10, Kawkawlin	21.17	01/10
22 5612 Wheeler Rd, Auburn	lspo	01/12	22 9902 Wetters Rd #5, Kawkawlin	19.12	01/10
22 5704 Lauria Rd II, Bay City	lspo	11/12			
22 5717 4 Mile Rd, Bay City	lspo	12/12			

lspo = lump sum payment only

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C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

26
CADILLAC

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
26 9701 Darwin Rd - Kalkaska Co	\$17.37	11/08			
26 9801 Village of Merritt	26.05	04/09			

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(Continued From Sheet No. C-42.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

27
 FLINT

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Expires</u>
27 2004 Cook and Sharp Rds, Swartz Creek	\$33.42	11/10	27 9804 Deerfield Combined, Fenton	\$22.39	11/08
27 2006 Argentine Rd, Linden	28.84	12/10	27 9805 Duffield Rd, Lennon	22.20	01/09
27 2101 McWain Rd, Grand Blanc	38.18	01/12	27 9807 Wilson Rd II, Montrose Co	26.54	01/09
27 2102 State Rd, Genesee Co	12.04	12/11	27 9808 Ray Rd, Linden/Swartz Creek	20.54	01/09
27 2103 Vass-McClelland, Holly	12.04	10/11	27 9809 Stanley Rd/Carr, Davison	20.51	02/09
27 2203 W Tobias Rd, Clio	29.28	05/13	27 9810 M-13/Lake, Montrose	27.92	01/09
27 2205 Lippincott and Oak Sts, Davison	26.68	04/13	27 9811 White Rd, Linden	25.74	12/08
27 5301 E Reid Rd, Grand Blanc	lspo	10/08	27 9812 Dean Rd, Howell	31.58	12/08
27 5302 Lake Rd, Otisville	lspo	10/08	27 9813 Tipsico Lake, Holly	20.04	01/09
27 5401 Henderson Rd, Davison	lspo	10/09	27 9901 Walker Rd, Davison	27.42	12/09
27 5410 Victoria Ln, Holly	lspo	12/09	27 9902 Hogan Rd, Gaines	33.92	03/10
27 5415 Graytrax Rd, Grand Blanc	lspo	12/09	27 9903 Hogan Rd, Linden	26.26	02/10
27 5527 Vaness Dr, Holly	lspo	12/11	27 9904 Lahring & Odell Rds, Linden	25.75	01/10
27 5528 Henderson Rd, Davison	lspo	12/10	27 9905 Lobdell Rd #2, Linden	36.02	03/10
27 9701 McCumsey Rd, Genesee Co	12.66	11/08	27 9906 Thompson Rd, Fenton	12.31	11/09
27 9702 Dodge Rd, Genesee Co	24.88	11/08	27 9907 West Shiawassee, Fenton	13.28	03/10
27 9703 Heritage Hill, Livingston Co	18.12	12/08	27 9908 Irish Rd, Mt Morris	23.89	12/09
27 9704 Fausett #2, Livingston Co	28.42	04/08	27 9909 State Road, Otisville	24.70	12/09
27 9705 Hegel Rd, Genesee Co	15.51	12/08	27 9910 Hill Rd, Swartz Creek	23.79	02/10
27 9706 Reid Rd, Genesee Co	15.01	12/08	27 9911 Halsey Rd, Grand Blanc	23.78	12/09
27 9707 Wilson Rd, Genesee Co	18.36	12/08	27 9913 Burpee Rd #2, Grand Blanc	38.46	03/10
27 9708 Maple Rd, Genesee Co	16.50	12/08	27 9914 Wheeler Dr, Clio	11.37	02/10
27 9709 Maple Rd, Genesee Co	14.89	09/08	27 9915 Center Rd, Clio	22.79	11/09
27 9710 Indian Valley Trail, Howell	35.75	02/09	27 9917 Hartland Rd, Fenton	18.25	01/10
27 9711 Reid Rd II, Genesee Co	31.83	04/09	27 9918 McClandish Rd, Grand Blanc	23.57	05/10
27 9801 Lannen Rd, Howell	26.95	12/08	27 9919 Gale Rd, Goodrich	38.46	07/10
27 9803 Knapp Rd, Howell	23.84	12/08	27 9920 County Line Rd, Ortonville	38.46	07/10

lspo = lump sum payment only

(Continued on Sheet No. C-44.00)

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(Continued From Sheet No. C-43.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

38
 GREENVILLE

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
38 2002 Foreman Rd, Lowell	\$29.38	12/10			
38 2101 Lincoln Hill Dr, Lowell	26.00	11/11			
38 2202 Half Moon Lake, Evergreen	16.42	01/13			
38 5450 Golfview Dr, Pewamo	lspo	07/09			
38 9701 Kissing Park, Lowell	17.42	08/08			
38 9702 Colonial Pt - Montcalm Co	18.12	12/08			
38 9901 Tuttle & Harwood Rds	31.99	01/10			
38 9902 Loon Lake	25.88	02/10			

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(Continued From Sheet No. C-44.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

40
 HASTINGS

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
40 2001 Village of Freeport	\$34.45	04/11			
40 2002 Clarksville and Morrison Lake	27.53	04/11			
40 2201 27th St N of 144th, Dorr	20.08	10/12			
40 5540 20th St, Dorr	lspo	11/10			
40 9701 Allegan/Dorr #1, Dorr/Wayland	28.17	01/09			
40 9702 Allegan/Salem #1, Dorr	27.17	02/09			
40 9705 North Dorr, Byron Center/Dorr	39.23	04/09			
40 9801 N Middleville Rd - Middleville	33.44	12/08			
40 9802 Bender & Finkbeiner Rds	30.40	05/09			
40 9803 Barlow Lake Augment Supply, Middleville	34.17	06/09			
40 9901 Village of Irving, Hastings	34.41	12/09			
40 9902 Noffke Dr, Middleville	27.68	01/10			
40 9903 Alaska Ridge, Alto	34.50	04/10			

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(Continued on Sheet No. C-46.00)

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C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

31

HOWELL

CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
31 2003 Andresen and Pinebrook, South Lyon and New Hudson	\$58.09	02/11	31 9805 Cedar Lake - Pinckney	\$26.90	05/09
31 2004 Pinckney and Davis, Howell	32.23	03/11	31 9806 Meyer Lane - Pinckney	25.18	05/09
31 2008 Rickett Rd, Brighton	12.04	01/11	31 9807 Schafer Rd - Howell/Pinckney	24.77	05/09
31 2009 Brighton Road, Howell	29.22	05/11	31 9808 Toma Rd - Pinckney	29.85	12/08
31 2101 Burkhart Rd, Howell	28.61	04/12	31 9809 County Farm - Howell	31.17	05/09
31 2102 Byron Rd, Howell	36.94	12/11	31 9813 Foxfire Rd - Livingston Co	19.11	05/09
31 2103 Clyde Rd at Fish Lake, Highland	33.63	01/12	31 9814 Wheeler Rd - Livingston Co	26.69	05/09
31 2201 Fowlerville Rd No. 2, Fowlerville	29.88	02/13	31 9815 Musson Rd - Livingston Co	32.22	11/09
31 2202 White Lake Rd, Highland	19.79	12/12	31 9816 Hartwick Pines	27.19	06/09
31 5501 Beckley Rd, Howell	lspo	10/10	31 9817 Rosemary Lane	22.46	09/09
31 5536 Viking Ln, South Lyon	lspo	12/10	31 9818 Tracey Lane	26.44	06/09
31 5666 Rolling Acres, Hartland	lspo	07/11	31 9901 Hillandale, Howell	35.26	01/10
31 5710 King Hill, Dexter	lspo	12/10	31 9902 Itsell Rd, Howell	30.69	02/10
31 9602 Pinckney Rd - Livingston Co Marion Twp	lspo	08/08	31 9906 Fuller Rd, Howell	16.26	04/10
31 9701 Island Lake, Dexter	24.19	06/08	31 9907 Allen Rd, Fowlerville	30.20	12/09
31 9702 Loss Trail, Milford	17.21	06/08	31 9908 Brandi Lane, Fowlerville	13.78	12/09
31 9703 Nollar Rd, Ann Arbor and Whitmore Lake	25.68	06/08	31 9909 Potts Rd, Fowlerville	25.04	12/09
31 9704 Peer Rd #2 - Livingston Co	16.01	06/08	31 9910 Sharpe Rd, Fowlerville	30.20	01/10
31 9706 Triangle Lake - Livingston Co	9.18	07/08	31 9911 Fowlerville Rd No. 1, Fowlerville	30.20	03/10
31 9707 S Hughes - Livingston Co	17.37	06/08	31 9914 Pines of Hartland	32.81	04/10
31 9710 Pleasant Valley - Livingston Co	26.80	06/08	31 9915 East Barron Rd, Howell	24.89	12/09
31 9711 Iris Land Pvt - Livingston Co	22.58	06/08	31 9916 Bentley Lake Rd, Howell	34.95	12/09
31 9801 Swarthout Rd, Pinckney	27.22	05/09	31 9917 Francis Rd, Howell	30.65	12/09
31 9802 Dixboro Rd - S Lyon	32.38	05/09	31 9918 Eager Rd, Howell	24.10	01/10
31 9803 Silver Lake Rd - S Lyon	28.78	03/09	31 9919 Echo Hills, Howell	24.93	12/09
			31 9923 Green Oak and Silver Lake Rds	31.38	05/10
			31 9924 Chilson Rd, Pinckney	29.32	07/10

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(Continued on Sheet No. C-47.00)

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C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

34
 JACKSON

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
34 2002 Grass Lake Rd, Grass Lake	\$32.93	10/10	34 9802 Goose Lake Rd - Jackson Co/ Pulaski Twp	\$27.50	05/09
34 2005 Liberty Mills, Clark Lake	25.79	02/11	34 9803 Onondaga Rd - Jackson Co/ Tompkins Twp	24.56	01/10
34 2010 Clear Lake Shores, Grass Lake	18.63	11/10	34 9804 Wolf Lake Rd II	27.63	02/09
34 2104 Leora Lane	19.00	02/12	34 9805 Leeke Rd	27.63	03/09
34 2105 Dearing Road, Spring Arbor	27.00	02/12	34 9808 Roberts Dr	22.79	03/09
34 2106 McCain and Dearing Roads, Spring Arbor	25.00	02/12	34 9810 Blackman Rd	27.48	04/09
34 2108 Clark Rd, Jackson	12.13	04/12	34 9902 Mosherville Station	23.05	02/10
34 2203 Murray Rd, Jackson	22.51	05/13	34 9904 Ambler Drive	20.02	02/10
34 2204 Village of Onondaga	19.22	04/13	34 9905 Norvell/Sweezy Lake	26.18	01/10
34 2208 Taylorfield Rd, Jackson	27.09	04/13	34 9906 Crispell Lake Rd	23.19	03/10
34 9703 Seymour Rd	20.47	12/08	34 9907 Sayers Rd	25.10	03/10
34 9707 E Territorial Rd - Jackson Co	19.54	12/08	34 9914 Young Rd	18.55	07/10
34 9708 Hankerd Rd - Jackson Co	12.57	12/08			
34 9709 Jefferson Rd	19.36	12/08			
34 9710 Churchill Rd - Jackson Co	22.53	12/08			
34 9711 Moscow Rd #1 - Jackson Co	16.75	12/08			
34 9714 Livermore Rd - Livingston Co	16.13	12/08			
34 9715 Bennett Rd - Jackson Co	20.01	12/08			
34 9716 Tompkins Center - Jackson Co/ Rives Jct	21.45	10/08			

(Continued on Sheet No. C-48.00)

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(Continued From Sheet No. C-48.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

37
 LANSING

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
37 2002 Hollister, Lansing	\$22.99	01/11			
37 2003 Kalamo Hwy, Charlotte	16.51	12/10			
37 2004 Eaton Cty Special Projects Eaton Rapids	33.51	04/11			
37 2008 Lyons Rd, Portland	25.00	09/11			
37 2101 Edgar and Toles Rds, Mason	27.00	01/12			
37 2102 Foster, Warner and Dunn Rds, Haslett	22.00	01/12			
37 2104 Sidney Rd, Crystal	12.00	04/12			
37 2201 Clark and Lowell Rds, Lansing	23.46	12/12			
37 2202 Wood Rd, Bath	20.03	11/12			
37 5301 College Rd, Mason	lspo	10/08			
37 9701 N River Rd - Eaton Co	28.54	01/09			
37 9702 Hamlin Twp Hall	18.08	12/08			
37 9703 Kansas Rd - Ingham Co	11.17	12/08			
37 9801 Lawson Rd - Grand Ledge	32.79	02/09			
37 9902 Five Point Hwy and Freeman Rds - Eaton Rapids	26.98	12/09			
37 9903 Hamlin Twp Hall Supp	24.90	11/09			
37 9905 Barry and Loundsbury Rds	25.11	04/10			
37 9906 Sherwood & Zimmer Rds	22.99	04/10			
37 9907 Red Cedar Rd, Okemos	37.01	07/10			

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(Continued on Sheet No. C-50.00)

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C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

28
 LAPEER

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
28 2006 Colson Rd, Metamora	\$32.85	01/11	28 9718 Sutton Rd - Lapeer Co	\$30.65	12/08
28 2101 Five Lakes and Force Rds, Attica	55.12	03/12	28 9719 Vernor Rd - Lapeer Co	13.65	12/08
28 2103 Fox Chapel, Dryden	30.99	01/12	28 9720 Winslow Rd - Lapeer Co	17.25	12/08
28 2105 Flint River Rd, Lapeer	40.33	02/12	28 9721 Youngs Rd	14.39	12/08
28 2106 Lippincott Rd, Lapeer	12.04	04/12	28 9722 Calkins Rd - Lapeer Co	17.00	12/08
28 2107 McKeen Locke Rd, Columbiaville	29.72	02/12	28 9723 Peppermill Rd - Lapeer Co	14.52	04/08
28 5304 Five Lakes #2, Attica	lspo	05/08	28 9801 Maple Glen Sub - Lapeer Co	11.85	01/09
28 5350 Lonsberry Dr, Lapeer	lspo	12/08	28 9802 Hollow Corners	28.03	04/09
28 5352 Linden Dr, Almont	lspo	04/08	28 9804 Henesey Rd, Imlay City/Dryden	34.52	04/09
28 5401 Rochester Rd, Dryden	lspo	01/10	28 9805 Lake George II - Attica	20.89	01/09
28 5501 Hadley Rd, Lapeer	lspo	11/10	28 9808 Peppermill III - Attica	24.05	02/09
28 9701 Scotch Settlement, Almont	27.30	09/08	28 9810 Lake George III - Attica	29.88	02/09
28 9702 Bearinger Rd, Lapeer	30.51	08/08	28 9811 Youngs Rd II - Attica	22.29	02/09
28 9703 Blacks Corners Rd, Imlay City	31.27	10/08	28 9812 Saddle Lane - Attica	30.15	02/09
28 9704 Brown City Rd, Imlay City	27.05	12/08	28 9813 West Rd - Metamora	29.76	02/09
28 9705 Fish Lake Rd, Lapeer	27.42	06/08	28 9814 Skelton Rd - Columbiaville	26.10	01/09
28 9707 Hains Rd, Lapeer	27.42	12/08	28 9816 Hodges Rd - Dryden	15.96	02/09
28 9708 Hall Rd, Dryden	22.46	12/08	28 9817 Hosner Rd - Dryden	30.15	02/09
28 9709 Hunters Creek Rd, Imlay City	25.93	12/08	28 9818 Rochester Rd - Dryden	30.91	04/09
28 9710 Mitchell Rd, Attica	24.07	12/08	28 9819 Colstream Trail - Dryden	19.14	03/09
28 9711 Lake George Rd, Attica	26.68	12/08	28 9821 Corneil Rd - Imlay City	31.60	04/09
28 9712 Coultee Rd, Lapeer	28.91	12/08	28 9822 Brandt Ln & Pratt Rd	33.33	02/09
28 9713 Newark Rd, Imlay City	20.85	12/08	28 9823 Wilder Rd	36.27	02/09
28 9714 Peppermill Rd, Attica	12.04	02/09	28 9901 Fish Lake Rd, North Branch	21.76	03/10
28 9715 Pineview Rd - Lapeer Co	15.88	12/08	28 9902 Davison Rd, Lapeer	18.19	02/10
28 9716 Sandhill Rd - Lapeer Co	21.96	12/08	28 9903 Grace Lane, Almont	30.74	03/10
28 9717 Shoemaker Rd - Lapeer Co	25.93	04/08	28 9905 Hunters Creek II, Imlay City	23.21	01/10
			28 9906 Rayco/Hopcroft, Metamora	34.81	03/10

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(Continued on Sheet No. C-51.00)

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(Continued From Sheet No. C-51.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

30
 MACOMB

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
30 9801 26 Mile Rd	\$10.68	09/09			

(Continued on Sheet No. C-53.00)

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(Continued From Sheet No. C-52.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

36
 MARSHALL

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
36 9701 B Dr North	\$17.20	01/09			
36 9702 Pine Lake	18.01	01/09			
36 9703 N Dr N - Calhoun Co	10.75	12/08			
36 9704 E Mosherville Rd	18.61	12/08			
36 9705 Bunratty Lane	13.65	12/08			

(Continued on Sheet No. C-54.00)

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C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

24
 MIDLAND

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
24 1000 Blakely Road #2, Sanford	\$14.29	11/09	24 9704 Monroe Rd - Midland Co	\$13.03	11/08
24 2004 Hubbard Rd, Midland	36.33	03/11	24 9705 Blackhurst Rd - Midland Co	11.04	11/08
24 2009 Letts and Waldo, Midland	26.85	02/11	24 9706 S Badour Rd - Midland Co	16.63	11/08
24 2012 Pebble Beach Dr, Gladwin	15.93	03/11	24 9708 Wackerly Rd - Midland Co	11.29	11/08
24 2101 Fike and M-30, Sanford	24.50	12/11	24 9709 Riverview Ct - Gladwin Co	15.14	06/09
24 2102 Blackhurst and Sturgeon, Midland	30.00	11/11	24 9711 Arapahoe Trail - Gladwin Co	15.63	11/08
24 2201 9 Mile and Nielson Rds, Midland	25.03	10/12	24 9712 Pine St - Gladwin Co	14.89	11/08
24 9701 Meridian Rd - Midland Co	17.00	10/08	24 9713 Wieman Rd - Gladwin Co	13.53	11/08
24 9702 Wackerly Rd MHP, Midland	10.67	10/08	24 9714 20th St - Gladwin Co	14.89	11/08
24 9703 Sanford Rd - Midland Co	17.25	11/08	24 9715 Blue Ridge Dr	40.91	08/08
			24 9802 Wheeler Rd - Midland	34.48	02/09
			24 9903 8 Mile and Neilson Rds, Sanford	21.31	01/10

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C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

**32
 OWOSSO**

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
32 2001 M-52 and Bennington Hills Subdivision	\$22.68	02/11			
32 2101 Wilkinson and Hickory, Owosso	31.00	10/11			
32 5302 E Maple Ave, Bancroft	lspo	11/08			
32 5303 Jason Lee Rd #1, Owosso	lspo	12/08			
32 5532 Escott Rd, Owosso	lspo	12/10			
32 9701 Lakeshore Dr - Shiawassee Co	27.30	12/08			
32 9702 Woodbury Rd - Shiawassee Co	22.34	12/08			
32 9703 Sanford Rd - Livingston Co	16.13	12/08			

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C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

29
 PONTIAC

CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
29 2004 Farmbrook and White Pine, Oxford	\$38.41	03/11	29 9701 Clarkston Rd, Oakland Co	\$25.44	02/09
29 2101 Rochester and Fricke, Leonard	35.38	02/12	29 9702 Oakhill Rd, Oakland Co	27.30	01/09
29 2102 Townsend Rd, Leonard	30.66	03/12	29 9703 Gunn Rd, Oakland Co	30.46	01/09
29 2103 Letts Rd, Oakland Twp	44.38	02/12	29 9801 Jackson Blvd - White Lake	18.83	04/09
29 2105 Hiller Rd, Oakland Co	12.04	04/12	29 9802 Glen Meadow - Leonard	15.15	05/09
29 2106 Gunn Rd, Oakland Co	12.04	12/11	29 9901 Hixon Rd, Rochester	39.18	07/10
29 2201 Country Meadow Dr, Ortonville	20.34	10/12			
29 2202 Hummer Lk and Corey Rds, Ortonville	25.54	12/12			
29 2203 Iidsway Rd, Ortonville	23.36	12/12			
29 2204 Ramsey Rd, Oxford	26.35	02/13			
29 5302 Bridge Lk Rd, Clarkston	lspo	10/08			
29 5303 Moffat Rd, Leonard	lspo	12/08			
29 5501 Leece Rd, Ortonville	lspo	01/11			
29 5507 Rue D Carilyn, Oxford	lspo	10/10			

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(Continued From Sheet No. C-56.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

25
 SAGINAW

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
25 2006 Lange and Dehmel Rds, Birch Run	\$24.25	01/11	25 9702 Burt Rd - Saginaw Co	\$18.61	11/08
25 2007 Canada Rd, W of Maple, Birch Run	24.88	01/11	25 9703 Curve Rd - Saginaw Co	15.51	11/08
25 2008 Burt #3, E of Gera, Birch Run	28.88	01/11	25 9704 Village of Morseville	31.95	11/08
25 2012 Lone and Frost, Freeland	20.45	12/10	25 9705 Swaffer Rd - Tuscola Road	16.75	03/09
25 2013 Pierce Rd, Saginaw	12.04	02/11	25 9707 Chesaning Rd - Saginaw Co	16.26	11/08
25 2101 Block and Wadsworth Rds, Reese	35.00	11/11	25 9801 McCarty Rd - Saginaw	21.33	12/08
25 2102 Rathbun and Block Rds, Birch Run	35.00	01/12	25 9802 Ederer Rd - Saginaw	24.96	12/08
25 2103 Lange and Katie Rds Frankenmuth	27.00	01/12	25 9803 Elms Rd - Birch Run	22.79	02/09
25 2201 Bell Rd #3, Birch Run	25.93	10/12	25 9804 Moorish Rd - Bridgeport	19.69	02/09
25 2202 Canada and Morrish Rds, Saginaw	24.93	01/13	25 9805 Marshall/Busch - Birch Run	27.85	01/09
25 5303 Gleaner Rd, Freeland	lspo	10/08	25 9806 Ryan Rd - Caro	21.51	02/10
25 5307 Webster Rd, Freeland	lspo	11/08	25 9807 Scotch Rd - Vassar	19.12	03/09
25 5450 Roosevelt Rd, Saginaw	lspo	08/09	25 9902 Canada Rd #3 - Birch Run	24.60	02/10
25 5452 Sarle Rd, Freeland	lspo	01/10	25 9904 Fordney Rd - Hemlock	21.53	11/09
25 5709 Hospital Rd, Freeland	lspo	12/12	25 9905 Orr Rd #5 - Hemlock	30.73	11/09
25 9701 Colwood Rd - Tuscola Co	14.43	11/08	25 9906 Orr Rd #1 - Hemlock	26.02	01/10
			25 9907 Lawndale Rd - Saginaw	18.20	12/09
			25 9908 Townline Rd - St Charles	17.85	12/09
			25 9909 Gleaner Rd - Freeland	32.25	12/09
			25 9910 Kennely Rd - Saginaw	36.50	04/10
			25 9911 Vasold Rd - Freeland	29.32	01/10
			25 9913 Vassar and Hasco Rds - Vassar	17.32	02/10

lspo = lump sum payment only

(Continued on Sheet No. C-58.00)

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(Continued From Sheet No. C-57.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

23
STANDISH

<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>	<u>CAP Area</u>	<u>CAP Charge Per Month</u>	<u>Billing Month Surcharge Expires</u>
23 9702 Deep River @ Johnsfield - Arenac Co	\$16.13	10/08			
23 9703 Deep River @ M-61 - Arenac Co	8.56	11/08			

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**SECTION C - PART II
COMPANY RULES AND REGULATIONS
(FOR NONRESIDENTIAL CUSTOMERS AND MULTIFAMILY DWELLING
SERVICE RATE A-1 CUSTOMERS)**

INTENT OF SECTION C - PART II

These General Rules and Regulations for nonresidential customers and Multifamily Dwelling Service Rate A-1 customers are not to supersede but are in addition to Rule B1, Technical Standards for Gas Service, and Rule B4, Commercial and Industrial Billing Practices.

C9. CUSTOMER DEPOSITS

The Company may require a cash deposit from the customer upon receipt of a bulk transfer notice. In order to continue receiving service, the Company shall require a cash deposit from any customer that files for bankruptcy in accordance with the applicable provisions of the federal bankruptcy code. The Company shall pay interest on such deposits in accordance with Rule B4, Commercial and Industrial Billing Practices, R 460.2083, Customer Deposits.

C10. SHUTOFF OF SERVICE

Rule B1, Technical Standards for Gas Service, R 460.2373, Shutoff of Service, provides the Company the right to shut off gas service without prior customer notification if a hazardous condition exists. In case of any other breach of the Gas Rate Book by the customer, the Company shall have the right to shut off service pursuant to the customer notification procedures as provided in Rule B4, Commercial and Industrial Billing Practices, R 460.2084, Discontinuation, Termination or Denial of Service.

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SECTION D
RATE SCHEDULES

GENERAL TERMS AND CONDITIONS OF THE RATE SCHEDULES

- A. Bills for utility service are subject to Michigan State Sales Tax. Customers may file a request with the Company for partial or total exemption from the application of sales tax in accordance with the laws of the State of Michigan and the rules of the Michigan State Department of Treasury.
- B. Bills shall be increased within the limits of political subdivisions which levy special taxes, license fees or rentals against the Company's property, or its operation, or the production and/or sale of gas, to offset such special charges and thereby prevent other customers from being compelled to share such local increases.
- C. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority upon the Company's production or sale of gas.
- D. A customer that commences service under any of the Company's Rate Schedules thereby agrees to abide by all of the applicable Rules and Regulations contained in this Rate Book for Natural Gas Service.

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SURCHARGES

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

GAS COST RECOVERY (GCR) FACTORS

<u>Billing Months</u>	<u>Maximum Allowable Factor \$/Mcf (Subject to Ceiling Price Adjustment)</u>	<u>Actual Factor Billed \$/Mcf</u>
April 2007	\$ 8.4657	\$8.1628
May 2007	\$ 8.4657	\$8.2392
June 2007	\$ 8.4657	\$8.2884
July 2007	\$ 8.6708	\$8.3303
August 2007	\$ 8.6708	\$7.8951
September 2007	\$ 8.6708	\$7.8238
October 2007	\$ 8.4657	\$7.7322
November 2007	\$ 8.4657	\$7.7777
December 2007	\$ 8.4657	\$7.7792
January 2008	\$ 8.4657	\$7.6714
February 2008	\$ 8.4657	\$7.6859
March 2008	\$ 8.4657	\$7.6934
April 2008	\$ 9.5196	\$8.9547
May 2008	\$ 9.5196	\$8.9073
June 2008	\$ 9.5196	\$9.2152
July 2008	\$ 9.5196	
August 2008	\$ 9.5196	
September 2008	\$ 9.5196	
October 2008	\$ 9.5196	
November 2008	\$ 9.5196	
December 2008	\$ 9.5196	
January 2009	\$ 9.5196	
February 2009	\$ 9.5196	
March 2009	\$ 9.5196	

The listed maximum allowable monthly Gas Cost Recovery (GCR) factors are authorized pursuant to Rule No. C7., Gas Cost Recovery Clause and Standard Refund Procedures. The GCR factors shown above are subject to adjustment pursuant to the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism on Sheet No. D-3.00 for the April 2008 through March 2009 period. Sheet No. D-2.00 will be updated if adjustments are made pursuant to this mechanism. The Commission is authorized to approve GCR ceiling price adjustments contingent on future events pursuant to Section 6h(6) of 1982 PA 304, as amended.

The GCR factors, adjusted pursuant to the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism beginning on Sheet No. D-3.00, are the maximum rates the Company may charge. The actual rate in any month may be less than the maximum allowable factor.

The Company has filed for a maximum Gas Cost Recovery Factor and Ceiling Adjustment Mechanism for April 2008 through March 2009 in Case U-15454 currently pending before the Michigan Public Service Commission. Pursuant to MCL 460.6h, the Company will adjust its rates to incorporate all or part of the requested Factors as filed, including contingent factors, until the issuance of an Order in Case U-15454.

The Company will file on or before December 31, 2008 for maximum GCR factors for April 2009- March 2010 pursuant to MCL 460.6h. The Company will file a revised Sheet No. D-2.00 at least 15 days before the actual GCR factor is billed to its customers in the subsequent billing month.

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**QUARTERLY GAS COST RECOVERY (GCR) FACTOR
CEILING PRICE ADJUSTMENT (CONTINGENCY) MECHANISM**

The Gas Cost Recovery (GCR) Factors on Sheet No. D-2.00 may be increased on a quarterly basis, for the remaining months of the GCR Plan year, contingent upon NYMEX futures prices increasing to a level above that which was incorporated in the calculation of the authorized GCR ceiling prices.

The Company shall file with the Commission an updated Sheet No. D-2.00 at least 15 days before any increase in the GCR Factor ceiling price if a contingency calculation under the method described below results in an increase to the authorized GCR factors on Sheet No. D-2.00. The filing shall include all supporting documents necessary to verify the GCR factor increase.

Definitions:

(n)	Number of months remaining in the GCR period.
NYMEX _{5-day Avg. n-Month Strip}	Five-day average (the first five trading days of the NYMEX natural gas futures (n) month average strip Settlement prices (in \$/MMBtu). $(\sum_{j=1:5} [(\sum_{i=1:n} \text{NYMEX futures price}_i)/n]_j)/5$

Step 1 Determine NYMEX 5-day Avg n-Month Strip for the number of months remaining in the GCR period.

Step 2 Determine the "NYMEX Increase" by subtracting the Plan NYMEX shown for the same period from the result for Step 1.

Step 3 Determine the "Contingent GCR Ceiling Price" using the following table on Sheet D-4.00.

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(Continued on Sheet No. D-4.00)

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**QUARTERLY GAS COST RECOVERY (GCR) FACTOR
 CEILING PRICE ADJUSTMENT (CONTINGENCY) MECHANISM
 (Continued From Sheet No. D-3.00)**

	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>
Plan NYMEX	\$7.8900/ Mcf	\$8.0910/ Mcf	\$8.3700/ Mcf	\$8.6800/ Mcf
n	12	9	6	3
Fractional Multiplier	0.6300	0.5860	0.5380	0.5000

<u>NYMEX Increase</u>	<u>Contingent GCR Ceiling Price</u>			
	<u>First Quarter</u> \$/Mcf	<u>Second Quarter</u> \$/Mcf	<u>Third Quarter</u> \$/Mcf	<u>Fourth Quarter</u> \$/Mcf
<\$0.05	\$ 8.1651	\$ 8.1651	\$ 8.1651	\$ 8.1651
<\$0.10	\$ 8.1966	\$ 8.1944	\$ 8.1920	\$ 8.1901
<\$0.15	\$ 8.2281	\$ 8.2237	\$ 8.2189	\$ 8.2151
<\$0.20	\$ 8.2596	\$ 8.2530	\$ 8.2458	\$ 8.2401
<\$0.25	\$ 8.2911	\$ 8.2823	\$ 8.2727	\$ 8.2651
<\$0.30	\$ 8.3226	\$ 8.3116	\$ 8.2996	\$ 8.2901
<\$0.35	\$ 8.3541	\$ 8.3409	\$ 8.3265	\$ 8.3151
<\$0.40	\$ 8.3856	\$ 8.3702	\$ 8.3534	\$ 8.3401
<\$0.45	\$ 8.4171	\$ 8.3995	\$ 8.3803	\$ 8.3651
<\$0.50	\$ 8.4486	\$ 8.4288	\$ 8.4072	\$ 8.3901
<\$0.55	\$ 8.4801	\$ 8.4581	\$ 8.4341	\$ 8.4151
<\$0.60	\$ 8.5116	\$ 8.4874	\$ 8.4610	\$ 8.4401
<\$0.65	\$ 8.5431	\$ 8.5167	\$ 8.4879	\$ 8.4651
<\$0.70	\$ 8.5746	\$ 8.5460	\$ 8.5148	\$ 8.4901
<\$0.75	\$ 8.6061	\$ 8.5753	\$ 8.5417	\$ 8.5151
<\$0.80	\$ 8.6376	\$ 8.6046	\$ 8.5686	\$ 8.5401
<\$0.85	\$ 8.6691	\$ 8.6339	\$ 8.5955	\$ 8.5651
<\$0.90	\$ 8.7006	\$ 8.6632	\$ 8.6224	\$ 8.5901
<\$0.95	\$ 8.7321	\$ 8.6925	\$ 8.6493	\$ 8.6151
<\$1.00	\$ 8.7636	\$ 8.7218	\$ 8.6762	\$ 8.6401
<\$1.05	\$ 8.7951	\$ 8.7511	\$ 8.7031	\$ 8.6651
<\$1.10	\$ 8.8266	\$ 8.7804	\$ 8.7300	\$ 8.6901
<\$1.15	\$ 8.8581	\$ 8.8097	\$ 8.7569	\$ 8.7151
<\$1.20	\$ 8.8896	\$ 8.8390	\$ 8.7838	\$ 8.7401
<\$1.25	\$ 8.9211	\$ 8.8683	\$ 8.8107	\$ 8.7651
<\$1.30	\$ 8.9526	\$ 8.8976	\$ 8.8376	\$ 8.7901
<\$1.35	\$ 8.9841	\$ 8.9269	\$ 8.8645	\$ 8.8151
<\$1.40	\$ 9.0156	\$ 8.9562	\$ 8.8914	\$ 8.8401
<\$1.45	\$ 9.0471	\$ 8.9855	\$ 8.9183	\$ 8.8651
<\$1.50	\$ 9.0786	\$ 9.0148	\$ 8.9452	\$ 8.8901
<\$1.55	\$ 9.1101	\$ 9.0441	\$ 8.9721	\$ 8.9151
<\$1.60	\$ 9.1416	\$ 9.0734	\$ 8.9990	\$ 8.9401
<\$1.65	\$ 9.1731	\$ 9.1027	\$ 9.0259	\$ 8.9651
<\$1.70	\$ 9.2046	\$ 9.1320	\$ 9.0528	\$ 8.9901
<\$1.75	\$ 9.2361	\$ 9.1613	\$ 9.0797	\$ 9.0151
<\$1.80	\$ 9.2676	\$ 9.1906	\$ 9.1066	\$ 9.0401

(Continued on Sheet No. D-5.00)

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**QUARTERLY GAS COST RECOVERY (GCR) FACTOR
 CEILING PRICE ADJUSTMENT (CONTINGENCY) MECHANISM
 (Continued From Sheet No. D-4.00)**

	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>
Plan NYMEX	\$7.8900/ Mcf	\$8.0910/ Mcf	\$8.3700/ Mcf	\$8.6800/ Mcf
n	12	9	6	3
Fractional Multiplier	0.6300	0.5860	0.5380	0.5000

<u>NYMEX Increase</u>	<u>Contingent GCR Ceiling Price</u>			
	<u>First Quarter</u> \$/Mcf	<u>Second Quarter</u> \$/Mcf	<u>Third Quarter</u> \$/Mcf	<u>Fourth Quarter</u> \$/Mcf
<\$1.85	\$ 9.2991	\$ 9.2199	\$ 9.1335	\$ 9.0651
<\$1.90	\$ 9.3306	\$ 9.2492	\$ 9.1604	\$ 9.0901
<\$1.95	\$ 9.3621	\$ 9.2785	\$ 9.1873	\$ 9.1151
<\$2.00	\$ 9.3936	\$ 9.3078	\$ 9.2142	\$ 9.1401
<\$2.05	\$ 9.4251	\$ 9.3371	\$ 9.2411	\$ 9.1651
<\$2.10	\$ 9.4566	\$ 9.3664	\$ 9.2680	\$ 9.1901
<\$2.15	\$ 9.4881	\$ 9.3957	\$ 9.2949	\$ 9.2151
<\$2.20	\$ 9.5196	\$ 9.4250	\$ 9.3218	\$ 9.2401
<\$2.25	\$ 9.5511	\$ 9.4543	\$ 9.3487	\$ 9.2651
<\$2.30	\$ 9.5826	\$ 9.4836	\$ 9.3756	\$ 9.2901
<\$2.35	\$ 9.6141	\$ 9.5129	\$ 9.4025	\$ 9.3151
<\$2.40	\$ 9.6456	\$ 9.5422	\$ 9.4294	\$ 9.3401
<\$2.45	\$ 9.6771	\$ 9.5715	\$ 9.4563	\$ 9.3651
<\$2.50	\$ 9.7086	\$ 9.6008	\$ 9.4832	\$ 9.3901
<\$2.55	\$ 9.7401	\$ 9.6301	\$ 9.5101	\$ 9.4151
<\$2.60	\$ 9.7716	\$ 9.6594	\$ 9.5370	\$ 9.4401
<\$2.65	\$ 9.8031	\$ 9.6887	\$ 9.5639	\$ 9.4651
<\$2.70	\$ 9.8346	\$ 9.7180	\$ 9.5908	\$ 9.4901
<\$2.75	\$ 9.8661	\$ 9.7473	\$ 9.6177	\$ 9.5151
<\$2.80	\$ 9.8976	\$ 9.7766	\$ 9.6446	\$ 9.5401
<\$2.85	\$ 9.9291	\$ 9.8059	\$ 9.6715	\$ 9.5651
<\$2.90	\$ 9.9606	\$ 9.8352	\$ 9.6984	\$ 9.5901
<\$2.95	\$ 9.9921	\$ 9.8645	\$ 9.7253	\$ 9.6151
<\$3.00	\$10.0236	\$ 9.8938	\$ 9.7522	\$ 9.6401
≥\$3.00	\$10.0551	\$ 9.9231	\$ 9.7791	\$ 9.6651

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(Continued From Sheet No. D-6.00)

RATE CODES (Contd)

<u>Description</u>	<u>Rate Code</u>
GENERAL SERVICE OUTDOOR LIGHTING RATE GL - Commercial	048
TRANSPORTATION SERVICE RATE	
Small, Cost-Based	ST-1*
Small, Negotiated	ST-2*
Large, Cost-Based	LT-1*
Large, Negotiated	LT-2*
Extremely Large, Cost-Based	XLT-1*
Extremely Large, Negotiated	XLT-2*
CUSTOMER CHOICE RATE CC	CC*

*A numeric rate code will not be shown on the customer's bill due to the complexity and number of rate codes necessitated by the flexible transportation program.

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RESIDENTIAL SERVICE RATE A

Availability

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

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

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

Monthly Rate

Customer Charge

\$9.00 per customer per month, plus

Distribution Charge

\$2.0470 per Mcf for all Mcf purchased.

Gas Cost Recovery Charge

The gas cost recovery factors are shown on Sheet No. D-2.00.

General Terms and Surcharges

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

Minimum Charge

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

Due Date and Late Payment Charge

The due date of the customer's bill shall be 21 days from the date of transmittal. A late payment charge of 2%, not compounded, of the portion of the bill, net of taxes, shall be assessed to any bill that is delinquent. A customer who participates in the Winter Protection Plan or who is 65 years of age or older and who has notified the Company the customer is 65 years of age or older, shall be exempt from a late payment charge as described in Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Service, R 460.122, Allowable Charges.

Term and Form of Contract

Service under this rate shall not require a written contract.

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MULTIFAMILY DWELLING SERVICE RATE A-1

Availability

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

Monthly Rate

Customer Charge

The charge per customer per month shall be the sum of the following charges:

\$9.00 per month, plus
\$0.0463 per Mcf of excess peak demand, plus

Distribution Charge

\$2.0470 per Mcf for all Mcf purchased.

Gas Cost Recovery Charge

The gas cost recovery factors are shown on Sheet No. D-2.00.

General Terms and Surcharges

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

Minimum Charge

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

Due Date and Late Payment Charge

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

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MULTIFAMILY DWELLING SERVICE RATE A-1
(Continued From Sheet No. D-9.00)

Determination of Excess Peak Demand

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

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

Term and Form of Contract

Resale service under this rate shall require a written contract with a minimum term of one year .

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

Availability

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

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

Rates and Charges

<u>Service Category</u>	<u>Customer Charge per Month</u>	<u>Distribution Charge</u>
GS-1	\$10.00 per meter	\$1.8704 per Mcf
GS-2	\$16.00 per meter	\$1.6824 per Mcf
GS-3	\$468.00 per meter	\$0.8731 per Mcf

Customers may choose the Service Category under which they take service, consistent with the provisions of Rules C4.1, Classes of Service, and C4.2, Choice of Rates. When the Customer is selecting its initial Service Category, the Company must advise them that the economic break even point between GS-1 and GS-2 is approximately 383 Mcf per year and the economic break even point between GS-2 and GS-3 is approximately 6,702 Mcf per year. After the initial selection is made, then it is the customer's responsibility to determine when it is appropriate to switch Service Categories, as permitted by Rule C4.2, Choice of Rates.

Gas Cost Recovery Charge

The gas cost recovery factors are shown on Sheet No. D-2.00.

General Terms and Surcharges

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

Minimum Charge

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

Due Date and Late Payment Charge

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

Term and Form of Contract

Service under this rate shall not require a written contract.

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GENERAL SERVICE OUTDOOR LIGHTING RATE GL

This Rate Is Not Open to New Business

Availability

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

Nature of Service

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

Monthly Rate

\$16.00 per luminaire having a rated consumption of 2.5 cubic feet or less per hour.

\$19.00 per luminaire having a rated consumption of more than 2.5 cubic feet but not more than 4.5 cubic feet per hour.

Due Date and Late Payment Charge

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

Term and Form of Contract

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

Special Terms and Conditions

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

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in Case No. U-15152

SECTION E
TRANSPORTATION SERVICE
GAS TRANSPORTATION STANDARDS AND BILLING PRACTICES

E1. GENERAL PROVISIONS AND DEFINITIONS

E1.1 Definitions.

As used in this section:

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

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E1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

E1.1 Definitions. (Contd)

- (n) "Nominations" means the process by which the customer or the customer's agent notifies the Company of expected transportation quantities.
- (o) "Total Heating Value Per Cubic Foot" means the number of Btu produced by the combustion, at constant pressure, of one cubic foot of gas, with air of the same pressure and temperature as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by the combustion is condensed to the liquid state. This definition applies regardless of the equipment used to determine the total heating value per cubic foot.
- (p) "Unauthorized Gas Usage Charge" is defined on the Transportation Service Rate Schedule.

E1.2 Application of Rules.

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

E1.3 Possession of Gas.

A. Responsibility for Gas

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

B. Indemnification of the Company

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

E2. RECORDS, ACCOUNTING AND CONTROL

E2.1 Transmittal of Notices, Bills and Payments.

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

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E2. RECORDS, ACCOUNTING AND CONTROL (Contd)

E2.2 Nominations, Accounting and Control.

- A. If the customer designates some other party as agent for purposes of nominating, and of giving and receiving notices, the customer shall provide the Company with written notice of such designation. Any such designation shall be effective until revoked in writing by the customer.
- B. All nominations shall be submitted by facsimile, e-mail or an available electronic nomination system.
- C. **Daily:** The customer or the customer's authorized representative shall notify the Company's Gas Transportation Services Department of the daily quantity of gas (in MMBtu) that the customer is nominating for delivery to the Company on behalf of the customer. Such nominations shall be submitted by 12:30 PM Eastern Clock Time prior to the effective day of the proposed delivery. Nominations made after the 12:30 PM deadline shall be accepted at the sole discretion of the Company. Customers are required to have nomination on file for each day of the month. (A single nomination shall be assumed to apply for each subsequent day of the month, unless otherwise indicated.)
- D. The customer or the customer's authorized representative may transfer a portion of their account balance to another customer. The customer from whom the gas is transferred shall be charged a \$25 fee. Such transactions are prospective and may not be used to avoid penalties once charged.

E3. GAS QUALITY

E3.1 Quality.

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

- A. Gas shall not contain more than 0.005 percent (50 ppm) oxygen by volume;
- B. Gas shall be commercially free from objectionable odors, solid or liquid matter, bacteria, dust, gum or gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows;
- C. Gas shall not contain more than 0.25 grain of hydrogen sulphide nor more than 0.5 grain of mercaptan sulfur per 100 cubic feet;
- D. Gas shall not contain more than 5.0 grains of total sulfur (including hydrogen sulphide and mercaptan sulfur) per 100 cubic feet;
- E. Gas shall not at any time have a carbon dioxide content in excess of two percent by volume;
- F. Gas shall not contain an amount of moisture which at any time exceeds seven pounds per million cubic feet;
- G. Gas shall be fully "interchangeable" in accordance with the provisions of AGA Research Bulletin No. 36.
- H. The temperature of the gas shall not exceed 100° F;
- I. The hydrocarbon dewpoint of the gas shall not exceed 30° F at 500 pounds per square inch.

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E3. GAS QUALITY (Contd)

E3.2 Heating Value.

The gas transported shall have a total heating value per cubic foot of not less than 965 Btu nor more than 1,110 Btu. Unless otherwise agreed, differences in the thermal value of the gas transported shall be determined by the Company based on the assumption that the gas delivered to the customer has a Btu content per Mcf that is the same as the Company's then-current system average Btu content per Mcf which shall be redetermined monthly.

E4. SERVICE REQUIREMENTS

E4.1 Quantities.

- A. The customer may deliver, or cause to be delivered, and the Company shall, subject to other provisions in the Company's Gas Rate Book, accept quantities of gas up to the MDQ specified in the transportation contract. If deliveries to the Company exceed the agreed upon quantities, the Company may terminate the contract upon 30 days' written notice to the customer.
- B. Deliveries to the Company may be made by or on behalf of the customer at existing interconnections between the gas transmission facilities of the Company and other pipeline systems. These points of receipt shall be those that are agreed to from time to time by the customer and the Company.
- C. The Company shall endeavor to deliver gas to the customer, and the customer shall endeavor to take a quantity of gas that is thermally equivalent to the gas that it delivers or causes to be delivered. Such delivery on the part of the Company and take on the part of the customer is to be made at the outlet of the Company gas meter(s) identified in the transportation contract.
- D. The Company shall retain 1.2 percent of all gas received from customers being billed for distribution service on the Transportation Service Rate at the points of receipt to compensate it for the Company's use and lost and unaccounted for gas on the Company's system ("Allowance for Use and Loss"). Gas received from customers being billed for distribution services on the General Service Rate shall not be subject to this provision. This volume shall not be included in the quantity available for delivery to the customer.
- E. If, in any month, the quantity of gas received by the Company at the points of receipt, less the Allowance for Use and Loss, is more than the quantity of gas taken by the customer at the points of delivery, then the difference shall be retained by the Company and delivered to the customer in those succeeding months when the quantity of gas received by the Company is less than the customer's requirements. Such subsequent deliveries to the customer shall be subject to the withdrawal limitations identified on the Transportation Service Rate Schedule. Should the aggregate quantity of gas, less the Allowance for Use and Loss, retained by the Company at any month-end exceed the authorized tolerance level, then the Company shall have the right: (1) to refuse to receive any additional quantity of gas for that customer until the Company has satisfied itself that the quantity of gas retained for the customer is less than the authorized tolerance level and (2) to assess the customer a Load Balancing Charge for any month-end balance that exceeds the authorized tolerance level. The customer shall withdraw or transfer any gas retained by the Company within 60 days of the termination of the contract. If the customer has not withdrawn or transferred gas retained by the Company within the 60 days, the Company, at its sole discretion, may (i) assess a holdover fee of \$0.25 per MMBtu per month for any gas volumes remaining in storage or (ii) cash out the remaining gas at the then current cost of gas billed to sales customers pursuant to the Company's Rule C7.
- F. Nothing herein shall prevent the Company and the customer from entering into a separate storage agreement.

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E4. SERVICE REQUIREMENTS (Contd)

E4.2 Delivery Pressure.

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

E4.3 Shutoff of Service.

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

E5. BILLING

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

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E6. AUTHORIZED GAS USAGE CHARGE

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

E7. UNAUTHORIZED GAS USAGE CHARGE

A customer who has not obtained authorized access to the Company's system supply shall be subject to an unauthorized gas usage charge as designated on their contracted Transportation Service Rate.

E8. TRANSPORTATION RATE RESTORATION CHARGE

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

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E9. AGGREGATION OF ACCOUNTS

Customer may qualify for aggregation of accounts under Option A or B below.

Option A: Contiguous Facilities.

When an industrial or commercial customer purchasing gas under General Service Rate Schedule GS or a commercial and/or industrial transportation customer transporting gas under the Transportation Rate Schedule occupies a group of buildings or parts of buildings which are exclusively used by such customer as a unitary enterprise under a common ownership or leasehold, the quantities of gas supplied to such buildings or parts of buildings under the same Rate Schedule will be added for the purpose of determining the amount of the bill which such customer shall receive for service, provided:

- A. The buildings or parts of buildings are situated upon the same parcel or contiguous parcels of land and are exclusively occupied and used by the customer as a unitary enterprise at one location and under one management; or
- B. The buildings or parts of buildings, separated by a public street or alley (but not including a limited-access highway), are situated upon parcels of land which occupy wholly or in part immediately opposite street frontages on the same street or alley and are exclusively occupied and used by the customer as a unitary enterprise at one location and under one management.

Option B: Master Account

A customer receiving gas service at multiple facilities under a 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 account under Rate (ST, LT, and XLT).
- B. Only subsidiary accounts will be eligible for aggregation with the master account. To qualify as a subsidiary account a facility must be served under a sales service Rate Schedule (Rate A, A-1, GS). The customer must specify which of the other facilities will be designated as a subsidiary account.
- 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 the subsidiary accounts will pay the customer charge and distribution charge in effect for their designated sales rates rather than the customer charge and transportation charge in effect for the master account.

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E10. ELECTRONIC BULLETIN BOARD

The Company shall make available, maintain and update, an electronic bulletin board (EBB) accessible to shippers and the public via the Internet with respect to the following eight (8) interconnections at which gas can be received by the Company's gas transmission system (receipt points) from pipelines other than the Bluewater Pipeline and pipelines in Michigan owned by Panhandle Eastern Pipe Line Company, Trunkline Gas Company, and the Jackson Pipeline Company:

- A. Stag Lake in White Pigeon Township, St Joseph County, Michigan,
- B. Otisville in Forest Township, Genesee County, Michigan,
- C. Overisel in Overisel Township, Allegan County, Michigan,
- D. Chippewa in Chippewa Township, Isabella County, Michigan,
- E. Birch Run in Birch Run Township, Saginaw County, Michigan,
- F. Blue Lake "36" in Blue Lake Township, Kalkaska County, Michigan,
- G. Goose Creek in Blue Lake Township, Kalkaska County, Michigan,
- H. Northville in Northville Township, Wayne County, Michigan.

The EBB shall:

- A. List the name of each pipeline or other transportation facilities to which the Company is connected at each of the 8 receipt points,
- B. Contain for each receipt point for each month of the calendar year the daily volume of gas the interconnection is designated to accept for transfer from shippers into the Company's gas transmission system (the Designated Capacity) and the volume of gas the Company is ready, willing and able to accept at each receipt point (the Available Interconnection Capacity) if different from the Designated Capacity,
- C. Provide a schedule for each receipt point of the average daily volume of gas from shippers recorded by the Company's Supervisory Control and Data Acquisition system at the interconnection during the previous month (the Recorded Throughput),
- D. Provide shippers at least 48 hours notice in advance of the Company's scheduled maintenance for a receipt point whenever such maintenance would reduce transfer capacity at the receipt point, including a posting of the reduced transfer capacity for the receipt point (the Adjusted Designated Capacity) to reflect the amount of any expected or potential reduction in the Designated Capacity, the planned date the reduction is expected to end and include in the Adjusted Designated Capacity the volumetric impact of a force majeure event, once that event and impact becomes known,
- E. Identify for shippers as soon as reasonably possible, but in no case later than 24 hours after its occurrence, the amount of any unscheduled reduction in the transfer capacity of any receipt point by reason of force majeure or otherwise, including the reason for the reduction and an estimate of the time when the transfer capacity would be restored to its previously scheduled amount,
- F. No later than the second business day of each month, a listing for the month of the volumes of gas that shippers propose to deliver to each receipt point (the Amount Nominated) and a schedule for each receipt point matching the Amount Nominated to the volumes to be received by the corresponding recipients (the Amount Confirmed), and
- G. List the telephone number and fax number of the Commission Gas Staff and the telephone number of the Federal Energy Regulatory Commission Enforcement Task Force Hotline where any complaints about the Company's operation of the receipt points may be lodged.

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E11. TRANSPORTATION STANDARDS OF CONDUCT

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

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

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E12. 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 E11, Transportation Standards of Conduct, the Company will attempt to resolve the complaint on an informal basis. If the Company and the complainant are unable to resolve the complaint on an informal basis, the procedures outlined below will be followed:

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

Consumers Energy
One Energy Plaza
Jackson, MI 49201

Attention: Legal Department

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

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TRANSPORTATION SERVICE RATE
 (Rates ST, LT and XLT)

Availability

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

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

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

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

Rates and Charges

	Service Category		
	ST	LT	XLT
Monthly Charges			
Customer Charge	\$480.00 Per Meter	\$2,780.00 Per Meter	\$6,900.00 Per Meter
Remote Meter Charge	NA	NA	\$70.00 Per Meter
Transportation Rates			
Cost Based Rate	\$0.7743 Per Mcf	\$0.4981 Per Mcf	\$0.3975 Per Mcf
Optional Rates:			
Maximum Rate	\$1.3186 Per Mcf	\$0.7662 Per Mcf	\$0.6450 Per Mcf
Minimum Rate	\$0.2300 Per Mcf	\$0.2300 Per Mcf	\$0.1500 Per Mcf

Selection of Service Category and Rates

A customer may choose the Service Category under which they take service, consistent with the provisions of Rules C4.1, Classes of Service, and C4.2, Choice of Rates. When the customer is selecting its initial Service Category, the Company must advise them that the economic break even point between ST and LT is 100,000 Mcf per year and the economic break even point between LT and XLT is 500,000 Mcf per year. After the initial selection is made, then it is the customer's responsibility to determine when it is appropriate to switch Service Categories, as permitted by Rule C4.2, Choice of Rates.

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TRANSPORTATION SERVICE RATE
(Rates ST, LT and XLT)
(Continued From Sheet No. E-11.00)

Rates and Charges (Contd)

Selection of Service Category and Rates (Contd)

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

Authorized Gas Usage Charge

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

Unauthorized Gas Usage Charge

A customer who has not obtained authorized access to the Company's system supply for such Account(s) shall pay an Unauthorized Gas Usage Charge for any unauthorized volumes taken. Such charge shall be the highest price reported for Michigan or Chicago LDC's during the applicable month as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service, plus \$10 per Mcf for all gas taken by the customer in excess of the cumulative volume delivered to the Company (less gas used by the customer less the Allowance for Use and Loss) on behalf of the customer.

Monthly withdrawals from the customer's previous month-end balance during November through March will be limited to the customer's Contract Storage Quantity (CSQ), if any, plus 3% of the customer's ACQ. If in any month the quantity of gas received by the Company, less the allowance for gas-in-kind plus 3% of the transportation customer's ACQ and its allowed CSQ is less than the quantity of gas taken by the customer at the points of delivery, then the excess delivery will be treated as unauthorized gas usage and subject to the "Unauthorized Gas Usage Charge".

Load Balancing Charge

A customer shall be charged \$.25 per MMBtu for any month-end balance of gas that exceeds the sum of its Authorized Tolerance Level (ATL) plus its contract storage quantity. In addition, there is a 2.0 percent gas-in-kind for fuel used for injection, for any month-end balance of gas that exceeds the authorized tolerance level and is in excess of the prior month-end balance.

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dated October 9, 2007
in Case No. U-15152

TRANSPORTATION SERVICE RATE
(Rates ST, LT and XLT)
(Continued From Sheet No. E-12.00)

Rates and Charges (Contd)

Load Balancing Charge (Contd)

A customer's ATL shall be 8.5% of the Customer's ACQ unless the customer contracts for a different percent in accordance with the following table. The Transportation Charge shall be adjusted as follows:

<u>Authorized As a % of ACQ Tolerance Level</u>	<u>Transportation Charge Adjustment</u>
6.5%	\$(0.0490) Per Mcf
7.5%	\$(0.0245) Per Mcf
8.5%	No Change
9.5%	\$ 0.0245 Per Mcf
10.5%	\$ 0.0490 Per Mcf

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

Excess Pipeline Costs Surcharge

This surcharge shall be assessed to the customer.

Due Date and Late Payment Charge

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

Metering Requirements

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

(Continued on Sheet No. E-14.00)

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TRANSPORTATION SERVICE RATE
(Rates ST, LT and XLT)
(Continued From Sheet No. E-13.00)

Rates and Charges (Contd)

General Terms and Conditions

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

Term and Form of Contract

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

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CONTRACT STORAGE SERVICE RATE CS

Availability

Subject to any restrictions, this rate is available to any transportation customer desiring storage service provided the Company has determined that it has sufficient available and uncommitted storage capacity to perform the service requested.

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

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

Monthly Rate

Administrative Fee

\$200 per account per month, plus

Storage Charge

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

Unauthorized Gas Usage Charge

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

Fuel Used for Injection

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

Due Date and Late Payment Charge

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

General Terms and Conditions

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

Term and Form of Contract

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

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OPTIONAL INTERCONNECTION ASSURANCE SERVICE RATE OIAS

Availability

This optional service is available to shippers utilizing the eight (8) receipt points, as designated for listing on the electronic bulletin board by Section E10, in connection with Rates CC, ST, LT and XLT. (See Section E10 for definitions of terms used in this rate.) A shipper can take this service for one or more of the receipt points at the shipper's option. A shipper does not have to take service under this rate in order to utilize the receipt points. However, the only way a shipper can be eligible for the back-up service provided hereunder is to elect this rate.

A shipper may elect this rate in two ways:

- A. By making written application in advance on a form provided by the Company for back-up service (Pre-arranged Back-up Service) under the rate, or
- B. By a verbal request and certification at the time of a Receipt Point Restriction which triggers the need for back-up service under the rate (Short Notice Back-up Service).

Monthly Rate

Administrative Fee

- A. \$10 per receipt point per month for the receipt points identified by the shipper in a written contract signed in advance for Pre-arranged Back-up Service under this rate.
- B. A \$100 charge per receipt point for each Receipt Point Restriction for Short Notice Back-up Service under this rate.

Conditions of Pre-arranged and Short Notice Back-up Service at Eight (8) Receipt Points

The provisions of this paragraph apply whenever the Company declines a shipper's nominations of gas for one of the 8 receipt points because the Available Interconnection Capacity at the receipt point is less than the Adjusted Designated Capacity at the receipt point (a Receipt Point Restriction). Whenever there is a Receipt Point Restriction, the Company shall provide to a shipper on this rate two alternatives: first, the Company will offer to accommodate the shipper's gas at another receipt point if the affected shipper is able to move its deliveries to that interconnection without any additional cost to the shipper, or secondly, if the shipper certifies in writing that it is unable to move its deliveries at no additional cost, the Company will provide as back-up service under this rate, from the Company's system supply gas, the volume of gas which could not be transferred through the receipt point because the shipper's Amount Confirmed was less than the shipper's Amount Nominated because of a Receipt Point Restriction. By the end of the calendar month following the month in which a Receipt Point Restriction occurred, a shipper on this rate shall return in kind at any receipt point on the Company's system the volume of gas provided from the Company's system supply gas. An Unauthorized Gas Usage Charge shall be assessed the shipper on any volumes not so returned.

Unauthorized Gas Usage Charge

For failure by a shipper to return gas provided pursuant to the terms of this rate, the Company shall charge a shipper the currently effective gas cost recovery factor (stated on a MMBtu basis) on General Service Rate C plus \$6 per MMBtu for all volumes of gas not returned by the shipper.

Due Date and Late Payment Charge

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

(Continued on Sheet No. E-17.00)

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OPTIONAL INTERCONNECTION ASSURANCE SERVICE RATE OIAS
(Continued From Sheet No. E-16.00)

Monthly Rate (Contd)

General Terms and Conditions

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

Term and Form of Contract

- A. Pre-arranged Back-up Service under this rate shall require a written contract with a minimum term of one year that specifies the months and receipt points for which the service is desired and which shall continue in effect from month-to-month thereafter.
- B. Short Notice Back-up Service under this rate may be initiated by a verbal request from a shipper, which is substantiated by a written certification that an alternate receipt point cannot be used at no additional cost to the shipper, at the time of a Receipt Point Restriction which triggers the need for the back-up service. By making the verbal request and certification, the shipper agrees to comply with all the terms of this rate. The Company shall issue a written confirmation to the shipper within 24 hours of the request.

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SECTION F
GAS CUSTOMER CHOICE PROGRAM

F1. GENERAL PROVISIONS

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

- A. Customers may elect to participate in the GCC program and Suppliers may solicit customer participation at any time.
- B. A customer who is a transportation or sales customer of the Company must comply with any minimum term requirements of those tariffs before being permitted to switch to Rate CC.
- C. The customer's selection of a Supplier shall remain in effect until (i) terminated by the customer or the Supplier, or (ii) the Supplier becomes disqualified from participating in the GCC program, or (iii) the Company receives an enrollment for that customer from another Supplier. The Company shall incur no liability for relying on information from a customer or a Supplier which the Company believes to be genuine.
- D. A Supplier shall provide the Company, 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.

- E. If a Supplier adds customers after April 1 of a program year, the monthly remittance to the Supplier for gas supplied to those customers will be adjusted by a Supply Equalization Charge. The Supply Equalization Charge shall be equal to the product of: (a) and (b) where (a) equals the Company's weighted average monthly cost of gas purchased and produced for the months from the preceding April through the current billing month less the Supplier specified customer billing price per Mcf, converted to price per MMBtu using the monthly system average Btu content, and (b) equals the increase for that month, if any, in the amount by which the cumulative Mcf quantity billed to those customers subject to the Supply Equalization Charge for the program year, converted to MMBtu using the monthly system average Btu content, exceeds the cumulative Supplier deliveries for those customers for the program year in MMBtu. The charge shall not be less than zero. The program year is the year beginning April 1 and ending the following March 31.
- F. A Supplier shall pay a monthly Administrative Fee of \$100.00 per Supplier-designated pricing category.

(Continued on Sheet No. F-2.00)

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(Continued From Sheet No. F-1.00)

F1. GENERAL PROVISIONS (Contd)

- G. The Company will provide each Supplier with a monthly schedule of quantities for delivery of gas into the Company system on behalf of the Supplier's customers. The initial schedule will indicate volumes that the Supplier is required to deliver each day. This schedule will be updated by the Company on a monthly basis. For most Gas Customer Choice customers, scheduled daily volumes will not normally vary by more than plus/minus 10% from 1/365th of the estimated annual customer load to be served by the Supplier. Scheduled daily volumes for Gas Customer Choice customers for electric peakers, greenhouses, grain dryers, asphalt plants and large new loads without historical load information may be determined by the Company on a different basis than set forth above. The Supplier shall be responsible for obtaining sufficient pipeline capacity to meet its delivery obligations.
- H. Gas delivered into the Company's system shall comply with Rule E3, Gas Quality.
- I. Each Supplier shall notify the Company's Gas Transportation Services Department of the daily quantity of gas (in MMBtu) that the Supplier is nominating for delivery on behalf of each Supplier-designated pricing category. Such nominations shall be submitted by 12:30 PM Eastern time prior to the effective day of the proposed delivery.
- J. A Supplier that falls short of the delivery schedule, described in Paragraph G, above, shall pay a per MMBtu "Failure Fee" for all shortages in the amount of \$6/MMBtu (\$10.00/MMBtu during periods of Company-declared supply emergency in accordance with Rule C3, Curtailment of Gas Service) plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures, or (b) the current highest spot price paid for gas delivered to ANR Pipeline Company, Trunkline Gas Company, Panhandle Eastern Pipe Line Company or at Chicago city gate for the corresponding date as published in Gas Daily, plus associated firm pipeline delivery costs.
- A Supplier that falls short of the required delivery schedule obligation to the extent that the cumulative unpaid Failure Fees exceed any cash deposit or alternative assurance described in Paragraph D., above, shall have its Authorized Supplier status revoked. Subject to Rule C2, Controlled Service, the Supplier's customers shall become sales rate customers of the Company.
- K. All customer billing and remittance processing functions for services provided under Rate CC will be performed by the Company. The Supplier will be charged a monthly fee of \$.30 per customer account. The Company will be responsible for credit and collection activities for the amounts billed directly to the customer by the Company. The Supplier must, at least 48 hours before the start of each billing month, furnish to the Company, in a format acceptable to the Company, the price per Mcf to be billed to each Supplier-designated pricing category on its behalf or the most recently supplied price will be used.
- L. The Company shall remit to the Supplier, approximately 21 days from the end of each calendar month, an amount for the cost of gas equal to the MMBtu quantities that the Supplier has delivered onto the Company's system, not in excess of the Suppliers' delivery obligation, multiplied by the lesser of the price per Mcf converted to MMBtu, billed to the Supplier's customers that month or 110% of the cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures. The amount to be remitted shall be reduced for any applicable Supply Equalization Charges, Administrative Fees, Billing Fees, Failure Fees, and/or amounts owed pursuant to the annual price reconciliation per Paragraph M.
- M. Except as set forth below, within 60 working days after (i) the end of the March billing cycle, or (ii) revocation of a Supplier's Authorized Supplier status, or (iii) withdrawal by a Supplier from participation in the Gas Customer Choice Program, the Company will reconcile the cost per MMBtu remitted to the Supplier per Paragraph L, before reductions for Administrative Fees, Billing Fees, Failure Fees, and Supply Equalization Charges, converted to cost per Mcf using monthly system-average Btu content, with the price per Mcf billed to customers over the course of the program year on the Supplier's behalf. Any difference multiplied by the smaller of the Mcf delivered by the Supplier or the billed customer consumption for the year being reconciled, will be reflected in an adjustment on the next monthly remittance to the Supplier.

(Continued on Sheet No. F-3.00)

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F1. GENERAL PROVISIONS (Contd)

- M. In those instances where both (i) the price per Mcf billed to customers over the course of the program year on the Supplier's behalf is higher than the cost of gas billed to sales customers by the Company pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures, and (ii) the MMBtu delivered by the Supplier converted to Mcf exceeds the billed customer consumption for the year being reconciled, then the following procedure will be used. In such instances, (i) within 60 working days after the end of the March billing cycle, or revocation of a Supplier's Authorized Supplier status, or withdrawal by a Supplier from participation in the Gas Customer Choice Program, the Company will reconcile the amount billed to customers on the Supplier's behalf with the Company's remittance to the Supplier for the gas delivered, and any difference will be reflected in an adjustment on the next monthly remittance to the Supplier, and (ii) gas delivered by the Supplier in excess of the actual customer consumption will be returned to the Supplier in kind unless the Company and the Supplier mutually agree on a price for the Company to purchase the excess gas.
- For gas volumes returned to the Supplier, the Supplier shall have until the end of the second full month from when the reconciliation statement is distributed to remove the volume from his storage pool. At the end of the second full month and any month thereafter, the Company, at its sole discretion, may: (i) assess a holdover fee of \$0.25 per MMBtu per month for any gas volume remaining in storage or (ii) cash out the remaining gas in storage at the then current cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures.
- N. A Supplier that fails to comply with the terms and conditions of the program shall have its Authorized Supplier status suspended and/or terminated and subject to Rule C2, Controlled Service, its customers shall become sales rate customers of the Company.
- O. The Company will convert customer consumption from Mcf to MMBtu using monthly system-average Btu content.
- P. Where used in this rule, the term "month," unless otherwise indicated, means billing month when referring to customer consumption and calendar month when referring to deliveries by Suppliers.
- Q. The annual load requirement, delivery schedules, Supply Equalization Charges, and delivery shortfall Failure Fees shall apply separately to each Supplier-designated pricing category and each of the two customer groups within that category, i.e. those enrolled as of April 1, and those enrolled after April 1 in each program year. The annual reconciliation will be performed on an aggregate basis for all accounts served by a Supplier, i.e., all Supplier-designated pricing categories and customer groups within each category will be combined for the purposes of annual reconciliation.
- R. The Company may disclose, at such times as requested by the Commission or its staff, the gas rates charged to Rate CC customers.
- S. The Company shall have the authority to issue operational flow orders, or take other action which it deems necessary, to ensure system reliability, even if such action may be inconsistent with other provisions of these program rules.
- T. The Company will act as Supplier of last resort under the program.
- U. A Supplier must include the Company's required tariff language in all of its contracts.
- V. If a customer has a complaint against a Supplier, the customer should try to resolve it first with the Supplier. If it is appropriate, the customer or Supplier should involve the Company. If the complaint is unresolved, the customer should involve the Commission Staff, and ultimately the Commission.
- W. The Transportation Standards of Conduct, Rules E11 and E12, shall apply to the GCC program.

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F2. RESIDENTIAL CUSTOMER PROTECTIONS

- A. A Supplier must provide a 30-day unconditional cancellation period following the agreement date with a customer. The first day of the 30-day period is the day after the contract is entered into by the customer. The exercise of this 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 after receiving notice that a customer has cancelled the contract. A customer who cancels within the specified period will be treated as not having exercised their customer choice option with respect to the enrollment which is cancelled. The Company is not required to de-enroll a customer until after it receives a de-enrollment file from the Supplier or a new enrollment file from a different Supplier.
- B. A customer has the right to terminate participation with a Supplier at any time if the initial contract period has ended. The exercise of this 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 after receiving notice that a customer has cancelled the contract. 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.
- C. A Supplier using face-to-face solicitation methods cannot represent itself as an employee or agent of the Company. A Supplier's sales representatives or agents must prominently display identification on the front of their outer clothing that identifies them as employees or agents working on behalf of a Supplier and includes the name of the Supplier and the name and identification number of the person representing the supplier.
- D. A Supplier must use a font size of at least 12 point for its contract with a customer.
- E. The following information must be included in the Supplier's contract with a customer:
- (1) The Supplier's name
 - (2) The Supplier's address
 - (3) The Supplier's toll-free telephone number
 - (4) Cancellation rights
 - (5) Any customer fees or penalties related to the contract
 - (6) The contract pricing provisions in unit rates the customer is typically billed for
 - (7) The terms regarding contract length
 - (8) Provision of a 30-day advance notice of any price change at the expiration of a fixed price contract or termination of a month-to-month contract
 - (9) In bold 14 point type above the place for the customer's signature, the statement: I acknowledge that I am the account holder, a person legally authorized to execute a contract on behalf of the account holder, or the spouse 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 Consumers Energy's delivery system. The account holder, or the person who signed this contract on behalf of the account holder, has 30 days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name).
- F. A Supplier must allow the Commission Staff an opportunity to review and comment on its contract(s) at least five business days before the Supplier intends to use the contract(s) in the marketplace.
- G. A Supplier that does not comply with the requirements of the program will have its participation in the program suspended until the Company 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 Company determines do not meet all of the program requirements may result in the Supplier's termination from the program.
- H. A Supplier must send a confirmation letter to a customer within seven (7) days of the customer entering into an agreement with the Supplier. The confirmation letter must include any safety-related messages required by the Company. The Company is not required to send letters to customers confirming a customer's choice of an alternative Supplier.

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F3. SOLICITATION REQUIREMENTS

- A. For each customer, a Supplier must be able to demonstrate that a customer has made a knowing selection of the Supplier by at least one of the following verification records:
- (1) An original signature
 - (2) Independent third party verification
 - (3) Voice recording
 - (4) An e-mail address if signed up through the Internet
 - (5) Another form of verification record approved by the Commission
- The Company or the Commission may request a reasonable number of records from a Supplier to verify compliance with this customer verification provision and, in addition, may request records for any customer due to a dispute.
- B. Suppliers who are soliciting customers must:
- (1) Clearly identify the Supplier on whose behalf they are soliciting
 - (2) Not represent themselves as an employee or agent of the Company
 - (3) Affirmatively indicate if they are a marketing affiliate of the Company that the affiliate is a separate entity and is not regulated by the Michigan Public Service Commission
 - (4) Submit marketing materials to the Commission Staff for review at least five (5) business days prior to using the materials
- C. A Supplier must provide a copy of the contract to the customer, including all terms and conditions. The contract must contain all provisions as set forth in Section F2.E. However, nonresidential customer contracts with a 12-month historical usage exceeding 200 Mcf (including contracts containing aggregated volumes exceeding 200 Mcf), as determined by the Supplier, do not need to include a 30-day cancellation provision as provided in subsection 9 of paragraph F2.E.

F4. SUPPLIER REGISTRATION AND CODE OF CONDUCT

- A. A Supplier is required to register with the Commission and provide the following information prior to any solicitation:
- (1) The name of the Supplier's company/corporation or owner's name and type of organization
 - (2) The Supplier's mailing address
 - (3) The Supplier's principal place of business address
 - (4) The name and address of the registered agent in Michigan and a working phone number during normal business hours
 - (5) The Supplier's toll-free number available for customer inquiries and concerns
 - (6) Prices and associated terms and conditions for commodity sales to residential customers updated on a monthly basis
 - (7) Name, address and phone number of person designated to receive and respond to Commission requests

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F4. SUPPLIER REGISTRATION AND CODE OF CONDUCT (Contd)

- B. As a condition of registration as a Supplier, a Supplier must agree to abide by a code of conduct that provides:
- (1) The Supplier will issue accurate and understandable marketing materials. The Supplier will refrain from engaging in communications or practices that are fraudulent, deceptive or misleading. The Supplier 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. The Supplier will provide this documentation to the Commission, upon request. Marketing materials for residential customers must contain the average price per 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. If the Supplier does not offer a fixed price, the marketing materials must contain a clear explanation of the mechanism used to determine the price and an example of how the mechanism would be implemented over a relevant time period and for relevant usages. Marketing materials will clearly identify optional services.
 - (2) The Supplier will commit to truth in advertising. The Supplier will provide gas supply and related services at advertised terms and conditions.
 - (3) The Supplier will comply with all Company program Rules and Regulations and Rate Schedules as they are contained in the Company's Rate Book for Natural Gas Service as well as applicable laws.
 - (4) The Supplier will provide accurate and sufficient customer service information. The Supplier will advise customers of the marketer's 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 have 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.
 - (5) 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 will maintain verification records for three 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.
 - (6) 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, 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. If the complaint cannot be resolved, the Supplier will refer the customer to the Company, or if appropriate, to the Commission. The Supplier will appoint at least one employee to be a contact person between the Supplier and the Commission. The Supplier will cooperate with the Commission in trying to resolve disputes, including the provision of informational materials, contracts and verification records. The Supplier will keep a record of all customer disputes. Dispute records will be made available to the Commission, upon request.
 - (7) The Supplier will retain pipeline capacity sufficient to meet its customer requirements.

(Continued on Sheet No. F-7.00)

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(Continued From Sheet No. F-6.00)

F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY

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

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

Consumers Energy
One Energy Plaza
Jackson, MI 49201

Attention: Legal Department

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

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GAS CUSTOMER CHOICE RATE CC

Availability

Subject to any restrictions, this rate is available to any active customer desiring gas service where the customer's gas is provided by an Authorized Gas Supplier under Rule F1, General Provisions. A customer will take service under this rate commencing with the customer's first full billing month following enrollment. Beginning April 1, 2003 all customers are eligible. A Rate CC customer may switch Suppliers at the end of any billing month provided the Company receives sufficient notice in a form acceptable to the Company. A customer may change Suppliers one time in any 12-month period beginning April 1 at no cost to the customer. A fee of \$10 will be required for each additional change of Supplier within the same 12-month period. If a Supplier's actions force a Customer to the Company's sales service, the Customer may choose another Supplier within 60 days without a switching fee regardless of the length of time that has elapsed since the Customer left the Company's sales service. Except as set forth in the preceding sentence, a Customer returning to the Company's sales service rates from Rate CC is subject to the Choice of Rates provisions of those sales rates and except as otherwise provided, must remain on the sales rate for 12 months.

Minimum Term

Subject to the following provisions of this paragraph, a customer who has elected to take service under Rate CC shall not be permitted to change from Rate CC to another rate until at least 12 months have elapsed. A customer who has elected to take service under Rate CC may, however, switch Suppliers during the 12-month period. During the 12-month period, a customer may only change from Rate CC to another rate if (i) the customer exercises an unconditional right of cancellation pursuant to Section F with the initial Supplier selected by the customer, (ii) the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent, (iii) the Supplier's action forces the customer to the Company's sales service, (iv) the Supplier selected by the customer defaults under its Supplier Agreement, or (v) the Supplier selected by the customer has its Authorized Supplier status revoked or terminated.

Nature of Service

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

Monthly Rate

Customer Charge

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

Distribution Charge

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

Gas Commodity Charge

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

(Continued on Sheet No. F-9.00)

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GAS CUSTOMER CHOICE RATE CC
(Continued From Sheet No. F-8.00)

Monthly Rate (Contd)

General Terms and Surcharges

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

Minimum Charge

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

Due Date and Late Payment Charge

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

Term and Form of Contract

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

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SECTION G

STANDARD CUSTOMER FORMS INDEX

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

[http://consumersenergy.com/WebApps/stancustforms.nsf/\(TariffByID\)/G-1.00~?OpenDocument](http://consumersenergy.com/WebApps/stancustforms.nsf/(TariffByID)/G-1.00~?OpenDocument)

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