

**SECTION G
CUSTOMER CHOICE (Rate CC)**

GENERAL TERMS AND CONDITIONS OF THE TARIFF

G1. GENERAL PROVISIONS

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

Enrollment:

- (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) **Supplier Deposits:** A Supplier shall provide the Company, by the last day of the calendar month prior to the month in which the Supplier's customer commences service, a cash deposit in the amount of \$10.00 per Mcf for 10/365ths of the Company-estimated total annual load for those customers selecting that Supplier. The cash deposit shall be adjusted if the Company-estimated total annual load for those customers changes. As an alternative to a cash deposit, the Supplier may provide an irrevocable letter of credit from a financial institution, a surety bond, or a parental guarantee satisfactory to the Company in not less than the amount of the cash deposit. Any such letter of credit, surety bond or parental guarantee shall be in a form acceptable to the Company. The amount of cash deposit plus any accrued interest, 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.

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- (e) **Supplier Pricing:** A Supplier may have as many pricing pools as desired. Each month, all customers within a pricing pool shall be billed the same price, as designated by the Supplier. A Supplier shall pay a monthly Administrative Fee of \$100.00 per Supplier-designated pricing category. The Company reserves the right to require additional pools to meet operational requirements.
- (f) **Daily Delivery Obligations:** 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. Prior to the closing bid day of futures trading for the month, the Company will issue a Daily Delivery Obligation (DDO). The DDO will establish the anticipated daily quantity of gas to be delivered to the Company at the Point(s) of Receipt designated by the Company. The DDO will generally be based upon the pooled customers' historical use for the prior year, adjusted for the prior year's weather. This schedule may be updated by the Company on a monthly basis. The Company reserves the right to take into consideration the Supplier's cumulative imbalance in determining each month's DDO. The DDO is subject to intra-month changes as operational conditions dictate. If the Company requires an increase or decrease in flow requirements within any month, the Company shall issue a DDO Change Notice to the Supplier as soon as possible but no later than twenty-four (24) hours prior to the start of the Gas Day. The Company shall issue such notices in a non-discriminatory manner. Scheduled daily volumes for GCC customers for electric peakers, greenhouses, grain dryers, asphalt plants and large loads without consistent or historical load information may be determined by the Company on a different basis than set forth above.

If the Supplier fails to deliver the required DDO quantity on any day, the Supplier shall pay a per MMBtu Failure Fee for the difference between the required DDO and the actual amount delivered. The Failure Fee shall be \$6/MMBtu (\$10.00/MMBtu during periods of Company-declared supply emergency in accordance with Rule B4, Curtailment of Gas Service) plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company's Rule B10 or (b) the current highest spot price paid for gas delivered to ANR Pipeline Company, Panhandle Eastern Pipe Line Company, Trunkline Gas Company, the MichCon index or at Chicago city gate for the corresponding date as published in Gas Daily, plus associated firm pipeline delivery costs. In addition, the Company may assess up-stream penalties to the Supplier to the extent that the Company has identified the Supplier as the cause of the penalty. (Failure Fees collected by the Company shall be reflected as a reduction to the GCR Cost of Gas Sold and identified separately on annual reconciliation reports under Rule B10.)

A Supplier who fails to deliver gas on successive days such that its Failure Fee liability exceeds its cash deposit, letter of credit or surety bond, shall be subject to having its Authorized Supplier status revoked.

- (g) **Capacity Assignment:** The Company shall designate and/or assign sufficient pipeline capacity to meet the peak day requirements for each of a Supplier's customers, less deliveries from storage and/or balancing services, during the winter period of November through March delivered to points determined by the Company, at the Company's average cost. The Company shall designate and/or assign such capacity in a non-discriminatory

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manner. Assignment of capacity shall be reviewed by the Company on a monthly basis and shall be for a minimum period of thirty days. Capacity will follow the customer.

- (h) Gas delivered into the Company's system shall comply with Rule F1.5 Gas quality.
- (i) **Nominations:** Each Supplier shall notify the Company's Gas Transportation Services Department of the daily quantity of gas (in MMBtu) that the Supplier is nominating for delivery on behalf of each Supplier-designated monthly pricing category. Such nominations shall be submitted by 11:30 AM Central time prior to the effective day of the proposed delivery.
- (j) **Customer Billing:** All customer billing and remittance processing functions for services provided under Rate CC will be performed by the Company. The Supplier will be charged a monthly fee of \$0.30 per customer account. The Company will be responsible for credit and collection activities for the amounts billed directly to the customer by the Company. The Supplier must, at least three business days before the end of the prior 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.

When a Supplier has more than one pool and delivers a monthly cumulative amount of gas to the Company that differs from the total DDO's issued by the Company to the Supplier, the Company shall allocate any gas shortages to the highest priced pools first, when making remittances. For any monthly cumulative amounts of gas delivered to the Company in excess of the total DDO's issued by the Company to the Supplier, the Company shall allocate such gas excess to the lowest priced pools first, when making remittances.

- (k) **Buy/Sell:** 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 into the Company's system, multiplied by the price per Mcf converted to MMBtu, billed to the Supplier's customers that month. The amount to be remitted shall be adjusted for any applicable Administrative Fees, Billing Fees, Failure Fees, amounts owed under the annual price reconciliation per Paragraph L below and/or other amounts owed to the Company pursuant to the Company's tariff.
- (l) **Annual Reconciliation:** Within 60 working days after the end of the June billing cycle, or upon revocation of a Supplier's Authorized Supplier status, the Company will determine if a reconciling adjustment is necessary, both price and volume will be reviewed.

The Company will compare:

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

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A reconciling adjustment will only be made when:

- (i) the difference between the weighted average price per Mcf billed the customer on behalf of the Supplier and the Company's actual WACOG exceeds ten percent (10%) of the Company's actual WACOG, and
- (ii) the difference between the volumes delivered by the Supplier, converted to Mcf, and billed customer consumption exceeds ten percent (10%) of billed customer consumption.

The reconciling adjustment, if made, will be reflected on the next monthly remittance to the Supplier. (Amounts collected or remitted by the Company under the Annual Reconciliation mechanism shall be reflected as a component of the GCR Cost of Gas Sold and identified separately on annual reconciliation reports under Rule B10.) The following table enumerates the various pricing and supply conditions that will be considered in the annual reconciliation process:

Annual Reconciliation Pricing/Supply Conditions

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

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

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

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

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

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Enrollment (Contd)

- (m) 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 B3, Controlled Service, its customers shall become sales rate customers of the Company.
- (n) For purposes of reconciling amounts owed between the Company and a Supplier, the Company will convert customer consumption from Mcf to MMBtu using daily system-average Btu content by billing cycle.
- (o) 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.
- (p) The Company may disclose, at such times as requested by the Commission or its staff, the gas rates charged to Rate CC customers.
- (q) The Company shall have the authority to issue operational flow orders (OFO's), or take other action which it deems necessary, to ensure system reliability, even if such action may be inconsistent with other provisions of these program rules.
- (r) The Company will act as Supplier of last resort under the program.
- (s) A Supplier must include the Company's required tariff language in all of its contracts.
- (t) 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 Michigan Public Service Commission Staff, and ultimately the Commission.
- (u) The Transportation Standards of Conduct, Rules F1.8 and F1.9, shall apply to the GCC program.
- (v) The annual load requirement, delivery schedules, delivery shortfalls, Failure Fees and annual reconciliations shall apply separately to each Supplier designated pricing category.

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G2. RESIDENTIAL CUSTOMER PROTECTIONS

- (1) 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.
- (2) 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.
- (3) A Supplier using face-to-face solicitation methods shall not 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.
- (4) A Supplier must use a font size of at least 12 point for its contract with a customer.
- (5) The following information must be included in the Supplier's contract with a customer:
 - (a) The Supplier's name
 - (b) The Supplier's address
 - (c) The Supplier's toll-free telephone number
 - (d) The Customer's cancellation rights
 - (e) Any customer fees or penalties related to the contract
 - (f) The contract pricing provisions in unit rates the customer is typically billed for
 - (g) The terms regarding contract length
 - (h) 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
 - (i) 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 Michigan Gas Utilities' delivery system. The account holder, or the person who signed this contract on behalf of the account holder, has 30 days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name)."

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- (6) A Supplier must allow the Staff of the Michigan Public Service Commission 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.
- (7) 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.
- (8) 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.

G3. SOLICITATION REQUIREMENTS

- (1) For each customer, a Supplier must be able to demonstrate that a customer has made a knowing selection of the Supplier by at least one of the following verification records:
 - (a) An original signature
 - (b) Independent third party verification
 - (c) Voice recording
 - (d) An E-mail address if signed-up through the Internet
 - (e) 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.

- (2) Suppliers who are soliciting customers must:
 - (a) Clearly identify the Supplier on whose behalf they are soliciting
 - (b) Not represent themselves as an employee or agent of the Company
 - (c) 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
 - (d) Submit marketing materials to the Commission Staff for review at least five (5) business days prior to using the materials
- (3) A Supplier must provide a copy of the contract to the customer, including all terms and conditions. The contract must contain all provisions as set forth in Section G2.E.

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G4. SUPPLIER REGISTRATION AND CODE OF CONDUCT

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

- (2) As a condition of registration as a Supplier, a Supplier must agree to abide by a code of conduct that provides:
 - (a) 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.
 - (b) The Supplier will commit to truth in advertising. The Supplier will provide gas supply and related services at advertised terms and conditions.
 - (c) The Supplier will comply with all Company program rules and tariffs as they are contained in the Company's "Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Natural Gas".

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- (d) 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.
- (e) 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 3 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.
- (f) 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.
- (g) The Supplier will make payment directly to the Interstate pipeline and/or reimburse the Company for its portion of assigned firm primary capacity to meet its customers' peak day requirements, less deliveries from storage and/or balancing services, during the winter period of November through March delivered to points determined by the Company. Failure to make such payment to the Interstate pipeline and/or reimbursement to the Company shall result in the Supplier having its Authorized Supplier status revoked.

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G5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY

If the Company receives a verbal complaint from a Supplier related to the GCC program rules 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:

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

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

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

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GAS CUSTOMER CHOICE (RATE CC)

Availability

Subject to any restrictions, this rate is available to any customer desiring gas service where the customer's gas is provided by an Authorized Gas Supplier under Rule G1. A customer will take service under this rate commencing with the customer's first full billing month following enrollment, but not earlier than June 1, 2002.

Service is available to a maximum of 14,000 Residential and 1,300 General Service customers beginning June 1, 2002, 28,000 Residential and 2,600 General Service customers beginning June 1, 2003, and 56,000 Residential and 5,200 General Service customers beginning June 1, 2004. Beginning June 1, 2005, all customers are eligible, without a limit.

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 June 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 Rule B6.3, Selection of Rate, 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:

- (1) a residential customer exercises an unconditional right of cancellation pursuant to Section G2 with the initial Supplier selected by the customer,
- (2) the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent,
- (3) the Supplier's action forces the customer to the Company's sales service,
- (4) the Supplier selected by the customer defaults under its Supplier Agreement, or
- (5) the Supplier selected by the customer has its Authorized Supplier status revoked or terminated.

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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 all of the Company's "Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Natural Gas" as approved by the Michigan Public Service Commission. By requesting service on this rate, the customer gives consent to the Company to furnish to the customer's authorized Supplier pertinent customer sales or transportation data.

A Rate CC customer's return to sales service is subject to Rule B3, Controlled Service.

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.

Balancing Charge

The customer shall pay a Balancing Charge of \$0.4200 per Mcf delivered by the Company to the customer during the month. (Amounts collected by the Company for Balancing Charges shall be reflected as reductions to the GCR Cost of Gas Sold and identified separately on annual reconciliation reports under Rule B10.)

Gas Commodity Charge

The customer's cost of gas will be as communicated to the Company each month by the customer's Authorized Supplier. If a participating customer wishes to obtain gas supply from the Company after twelve or more months on a choice tariff, the customer shall be subject to the GCR rate. If a participating customer obtains gas supply from the Company as a result of its chosen Supplier becoming disqualified, subject to Rule B3, Controlled Service, the customer shall become subject to the higher of a market based rate or the GCR rate for up to three months.

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

General Terms and Surcharges

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

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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 residential customer's bill shall be 17 days from the date of transmittal. The due date of a nonresidential customer's bill shall be 21 days from the date of mailing. A 2% late payment charge, not compounded, of the unpaid portion of the bill, net of taxes, shall be assessed to any bill that is delinquent.

Term and Form of Contract

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

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