



CONTRACT FOR ELECTRIC SERVICE - INTERRUPTIBLE PROVISION

PART I

Effective Date of Agreement: _____
(Month/Day/Year)

Company: **CONSUMERS ENERGY COMPANY**
a Michigan Corporation
Customer: _____
(Legal Name)

Proprietorship Corporation Sole
Partnership General Partnership Limited
 Limited Liability Company Education*
 Other (Specify) _____ Government**

ONE ENERGY PLAZA
JACKSON MI 49201-2357

(Street & Number)

(City, State & Zip Code)

Customer Facility: _____

Service Location: _____

Notice Information: _____
(Note: This information must provide for an immediate response by a qualified representative, including phone and facsimile.)

PROVISIONS

Service Characteristics: _____ Phase: 60 Hertz; _____ Volts
Capacity _____ Voltage _____ General _____
Reserved: _____ kW Level: _____ Service Rate: GPD _____
 GI _____ Interruptible kW
 GAP
 GEI

Initial Term: _____ year(s) beginning with the Effective Date of Agreement stated above and month to month thereafter.

PART II, TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY COMPANY _____
(Customer)

By: _____ (Signature) By: _____ (Signature)

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

*Education customers may also require resolution Form 1509.

**Government customers may also require resolution Form 1502.

CONTRACT FOR ELECTRIC SERVICE – INTERRUPTIBLE PROVISION TERMS AND CONDITIONS

PART II

1. The Company agrees to supply, and the Customer agrees to purchase hereunder, all of the electric energy for the operation of the Customer's Facility described in Part I, but not in excess of the capacity reserved amount identified in Part I. The Company will, at the written request of the Customer, made at least thirty (30) days in advance, permit an increase in such reserved capacity if the Company has power available.
2. The electric energy to be supplied hereunder shall be alternating current and shall have the characteristics identified in Part I. Delivery shall be made at one mutually agreeable point upon the Customer's premises. It shall be metered by meters furnished, installed and maintained by the Company. A location for the metering equipment, suitable to the Company, shall be provided by the Customer and adequate protection afforded to avoid damage thereto, tampering or interference with such metering equipment. The Company shall make periodic tests of its meters and keep them within accepted standards of accuracy.
3. The Customer shall pay for such energy in accordance with Company's General Service Rate and applicable provisions identified in Part I, a copy of which is attached hereto and made a part hereof, and in accordance with such amendments thereto as may be filed with and approved by the Michigan Public Service Commission during the term of this Agreement. Should the Company be ordered by Governmental authority during a national emergency to supply firm instead of interruptible service, billing shall be made on an applicable firm power schedule.
4. This Agreement will become effective on the date identified in Part I and will extend for an initial term as stated in Part I and from month to month thereafter until terminated by mutual consent, or by either party giving the other at least sixty (60) days written notice of its desire to terminate the same at the expiration of any monthly period. If the Company does not receive notice from the Customer prior to that time and has not issued notice of termination on its own initiative, the Customer's participation in the service provision(s) shall be renewed for a minimum of the following 12-month period from the anniversary date of the Effective Date of Agreement in Part I. Notice of termination of this use of the provision(s) by the Customer to the Company or vice versa shall be mailed using the United States Post Office first-class mail. Notice to the Company for termination of this Agreement should send an email to email address: ConsumersEnergy.DemandResponseProgram@cmsenergy.com PHONE and SMS: 800-500-6565 and 866-402-7267.
5. **For GI Service:**
This Agreement will become effective on the date identified above and will extend for an initial term through May 31, _____. During this period the Customer must remain on the GPD rate. The Customer must notify and contract with the Company by December 10st of each year of their desire to renew the GI provision and the amount of interruptible kW for the following capacity planning year (June 1 through May 31). Customer participation under the GI Provision shall be based on the limitations, terms and eligibility as described in the Company's Electric Rate Book as approved by the Michigan Public Service Commission. Notice of renewal of participation in the GI Provision by the Customer to the Company shall be made in writing and mailed using the United States Post Office first-class mail. Customer's notice to renew this Agreement should be sent to Consumers Energy Company, at email address: ConsumersEnergy.DemandResponseProgram@cmsenergy.com PHONE and SMS: 800-500-6565 and 866-402-7267

The Customer's interruptible load shall be defined as the interruptible capacity identified above in this Agreement. Any load designated as interruptible by the Customer is subject to Midcontinent Independent System Operator's Inc. ("MISO") requirements for Load Modifying

Resources and Company shall inform Customer of such MISO requirements. Interruption under this Provision may occur if MISO issues a Maximum Generation Emergency Event Step 2b order or NERC Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared Emergency Status. Participation in the GI Provision does not limit the Company's ability to implement emergency electrical procedures as described in the Company's Electric Rate Book including interruption of service as required to maintain system integrity.

Notification: The Company shall provide Customer at least thirty (30) minutes advance notice of a required interruption in their electric service and, if possible, a second notice. The notice will be communicated by telephone to all numbers provided by the Customer as listed below. The Customer shall be informed, when possible, of the estimated duration of the interruption at the time of the notice. Customer shall confirm the receipt of such notice through the automated response process. Failure to acknowledge receipt of such notice shall not relieve the customer of the obligation for interruption under the GI Provision.

Subsequent Verification of System Integrity Interruption Order: The Company shall verify the amount of load disconnected or isolated from its electrical distribution system using MISO's approved measurement and verification ("M&V") protocols. Under these protocols, the consumption baseline is a profile of hourly demand based on an averaged sample of historical data MISO's default M&V method is the 10-day prior baseline, which gives an accurate representation of the customer's baseload energy use and is the most commonly used method as is detailed below.

Calculated Baseline Demand Method: For interruptions called on normal business days (non-holidays Monday through Friday) the Company will aggregate the Customer's accounts on the GI provision and calculate an average hourly demand profile based on the demands created during the ten (10) non interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company's Electric Rate Book, ("Normal Baseline Demand"). For interruptions called on weekends or holidays as recognized in the Company's Electric Rate Book, the Company will aggregate the Customer's accounts on the GI provision and calculate an average hourly demand profile based on the demands created on the average of the four (4) most recent weekend days or holidays that are not "interruption" ("Weekend/Holiday Baseline Demand"). "Original Baseline Demand" means the Normal Baseline Demand or the Weekend/Holiday Baseline Demand, as applicable. The Company will calculate the difference between Original Baseline Demand and the aggregated demand created for each complete hourly interval during an interruption ("Interruption Demand") (i.e. Original Baseline Demand minus Interruption Demand).

An adjustment will be made to the Original Baseline Demand determined by the M&V Method of plus or minus 20% based on the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the beginning of the interruption event and (b) the sum of those same three (3) hourly unadjusted consumption baseline demands, as illustrated in Attachment A ("Adjusted Baseline Demand"). No adjustment to the Original Baseline Demand will be made for any demands for events beginning prior to 6:00 a.m. Eastern Standard Time. Upon mutual agreement between Company and Customer this day-of adjustment to the baseline can be waived. The Company shall determine that the Customer complied with the interruption order if the resultant of the Adjusted Baseline Demand, or the Original Baseline Demand if no adjustment has been made to the Original Baseline Demand, minus the Interruption Demand is greater than or equal to the contracted interruptible load or if the Customer's demand was Zero (0) kW for the duration for the interruption.

Cost of Customer Non Interruption: Failure of the Customer to comply with a system integrity interruption order of the Company shall be considered unauthorized use and billed at (i) the higher of the actual damages incurred by the Company or (ii) the rate of \$50.00 per kW for

the highest 15-minute kW of Interruptible On-Peak Billing demand created during the interruption period, in addition to the prescribed monthly rate. The Interruptible On-Peak Billing demand is defined as the highest measured 15-minute interval of contracted interruptible load that is consumed by the customer during the interruptible period. Actual damages include (i) cost of energy provided to Customer during interruption period, and (ii) cost or value of capacity required to be provided to MISO resulting from participant's failure to perform. In addition, the interruptible contract capacity of a Customer who does not interrupt within one hour following notice shall be immediately reduced by the amount by which the Customer failed to interrupt, unless the Customer demonstrates that failure to interrupt was beyond its control.

At the Company's discretion, the customer may adjust the contracted amount one time within the annual contracted period.

6. It is further agreed that:

- (a) Such service is for the sole use of the Customer, for the purpose aforesaid, and shall not be transmitted elsewhere, or shared or resold, or used as auxiliary or standby as to any other source of power supply, except as may be herein provided.
- (b) Except as to the capacity and minimum charges payable by the Customer, prescribed in said rate, neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in said Rate Book.
- (c) This Agreement inures to and binds the heirs, administrators, successors and assigns of the respective parties hereto. There are no understandings or agreements between them in relation to electric distribution service at the facility service location stated in Part I except as contained herein. This Agreement shall not be transferred by the Customer or otherwise alienated without the Company's written consent; any such attempted transfer without the Company's written consent shall be void.
- (d) The Customer shall furnish, without cost to the Company, a suitable site on its premises at each plant location listed in Part I for the Company's transmission lines, substations, and/or distribution facilities as may be required to provide such service to said premises. If, during the term hereof, the Customer's use of said premises makes necessary the relocation of said facilities, from the site presently furnished, to another site on said premises, the Company shall relocate the same at the Customer's request, and the Customer shall reimburse the Company for the cost thereby incurred. The Company, its agents, employees, and authorized contractors shall have full right and authority of ingress and egress at all times on and across said premises of the Customer, for the purpose of constructing, operating, maintaining, replacing, repairing, moving and removing its said facilities. Said right of ingress and egress, however, shall not unreasonably interfere with the use of the Customer's said premises.
- (e) This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

7. Additional Terms:

CONTRACT FOR ELECTRIC SERVICE – INTERRUPTIBLE PROVISION ATTACHMENT A

“Original Baseline Demand” calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company’s Electric Rate Book (“Normal Baseline Demand”). For interruptions called on weekend or holidays, calculate an average hourly demand profile based on the demands created on the average of the four (4) most recent weekend days or holidays that are not “interruption” days (“Weekend/Holiday Baseline Demand”). “Original Baseline Demand” means the Normal Baseline Demand or the Weekend/Holiday Baseline Demand, as applicable.

“Day of Adjustment” calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the “Day of Adjustment” calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The “Original Baseline Demand” will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand, and is referred to as the “Adjusted Baseline Demand”.

GI Enactment Event examples:

*Prior 10 business day/24 hour baseline = 100 MW with a 20 MW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior “Day of Adjustment” = 70 MW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 MW average demand during the 3 hour “Day of Adjustment” period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the “Baseline” calculation methodology). Adjusted Baseline Demand = 80 MW.

To FULLY comply during this event - Load reduction = 80 MW – 20 MW (Nomination) = Customer would need to reduce load to 60 MW to comply at 100%.

Scenario #2

4 hour prior “Day of Adjustment” = 110 MW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 MW average demand during the 3 hour “Day of Adjustment” period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the “Baseline” calculation methodology). Adjusted Baseline Demand = 110 MW.

To FULLY comply during this event - Load reduction = 110 MW – 20 MW (Nomination) = Customer would need to reduce load to 90 MW to comply at 100%.

Scenario #3

4 hour prior "Day of Adjustment" = 95 MW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 MW average demand during the 3 hour "Day of Adjustment" period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 95 MW.

To FULLY comply during this event - Load reduction = 95 MW – 20 MW (Nomination) = Customer would need to reduce load to 75 MW to comply at 100%.

Scenario #4

4 hour prior "Day of Adjustment" = 125 MW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 125 MW average demand during the 3 hour "Day of Adjustment" period represents a 25% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by only 20%, as per the "Baseline" calculation methodology.) Adjusted Baseline Demand = 120 MW.

To FULLY comply during this event - Load reduction = 120 MW – 20 MW (Nomination) = Customer would need to reduce load to 100 MW to comply at 100%.

CONSUMERS ENERGY ENERGY REDUCTION PLAN

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in load reduction program in previous seasons? If so, what was their nomination and how did they perform?:
Other comments:

Date Completed: _____

By: _____



CONTACT LIST

Please **type** in the information below for a **MINIMUM of THREE** contacts. **Double click the check box and under "Default Values" click "Checked"**

During a load reduction event, Consumers Energy will contact the people in your facility who have been instructed on the implementation of your Energy Reduction Plan. **These notifications are automated and at least ONE contact is expected to respond to the message by pressing "1" to hear the message and then again pressing "1" to confirm receipt.**

Event alerts, warnings, enactments and all clear notifications will come to you from

EMAIL ADDRESS:

ConsumersEnergy.DemandResponseProgram@cmsenergy.com

PHONE and SMS: 800-500-6565 and 866-402-7267

If you have questions regarding web access, or have contact updates, please contact the Network Operations Center for:

EMAIL ADDRESS:

ConsumersEnergy.DemandResponseProgram@cmsenergy.com

PHONE: 800-500-6565

Site Information

Site Name:		
Site Address:		
City:	State:	Zip:
Account Number:		

Contact Name:	Web Access & Notification Type
Job Title:	Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/> Choose ONE of the below: Notify Only During Event: <input type="checkbox"/> Notify & Acknowledge an Event: <input type="checkbox"/>
I would like to receive text message notification Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	
Mobile Number:	
Pager Number:	
E-mail Address:	

Contact Name:	Web Access & Notification Type
Job Title:	Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/> Choose ONE of the below: Notify Only During Event: <input type="checkbox"/> Notify & Acknowledge an Event: <input type="checkbox"/>
I would like to receive text message notification Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	
Mobile Number:	
Pager Number:	
E-mail Address:	

Contact Name:	Web Access & Notification Type
Job Title:	Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/> Choose ONE of the below: Notify Only During Event: <input type="checkbox"/> Notify & Acknowledge an Event: <input type="checkbox"/>
I would like to receive text message notification Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	
Mobile Number:	
Pager Number:	
E-mail Address:	

Contact Name:	Web Access & Notification Type
Job Title:	Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/> Choose ONE of the below: Notify Only During Event: <input type="checkbox"/> Notify & Acknowledge an Event: <input type="checkbox"/>
I would like to receive text message notification Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	
Mobile Number:	
Pager Number:	
E-mail Address:	

Contact Name:	Web Access & Notification Type
Job Title:	Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/> Choose ONE of the below: Notify Only During Event: <input type="checkbox"/> Notify & Acknowledge an Event: <input type="checkbox"/>
I would like to receive text message notification Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	
Mobile Number:	
Pager Number:	
E-mail Address:	

Contact Name:	Web Access & Notification Type
Job Title:	Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/> Choose ONE of the below: Notify Only During Event: <input type="checkbox"/> Notify & Acknowledge an Event: <input type="checkbox"/>
I would like to receive text message notification Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	
Mobile Number:	
Pager Number:	
E-mail Address:	

Contact Name:	Web Access & Notification Type
Job Title:	Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/> Choose ONE of the below: Notify Only During Event: <input type="checkbox"/> Notify & Acknowledge an Event: <input type="checkbox"/>
I would like to receive text message notification Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	
Mobile Number:	
Pager Number:	
E-mail Address:	

Note: When checking "Notify & Acknowledge", please ensure the contact is at the specific site location signed up for energy reduction curtailment plan (i.e. not at a corporate location elsewhere).