



CONTRACT FOR GENERAL SERVICE
SELF GENERATION GSG-2
(Priority Service)
PART I

Effective Date of Agreement: (mm/dd/yy)

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

Company:

Customer:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

ONE ENERGY PLAZA
JACKSON MI 49201-2357

(Legal Name)
(Street & Number)
(City, State & Zip Code)

Name at Service Location:

Service Address: (Street & Number)

City: County: Township:

Service Characteristics: 60 Hertz Phase Volts Standby Capacity: kW

General Service Primary Rate(s)*

Station Power Only Station Power, No Firm Service

Selection of Firm Service Rate (required if/when customer's load exceeds Standby Capacity kW):

General Service Primary Rate(s)*

- Standby Service and Firm Service Rate GP With GEI Provision
Standby Service and Firm Service Rate GPTU With GEI Provision
Standby Service and Firm Service Rate GPD With GEI Provision
Standby Service and Firm Service Rate GPD With GI Provision

A Power Purchase Agreement is required for customers desiring to sell energy to the Company under Rate GSG-2.

TERMS AND CONDITIONS, PART II, is a part of this agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY COMPANY

(Customer)

By:

By:

(Print or Type Name)

(Print or Type Name)

Title:

Title:

Date:

Date:

TERMS AND CONDITIONS

PART II

1. The Company shall supply, and the Customer shall purchase hereunder, electric energy as standby for the operation of Customer's facility at the Service Address described in Part I.
2. The electric energy to be supplied hereunder shall have the characteristics identified in Part I. Delivery shall be made at one mutually agreeable point upon the Customer's premises. Energy sold by the Company to said Customer shall be metered by meters furnished, installed and maintained by the Company. A location for the metering equipment that is suitable to the Company shall be provided by the Customer and adequate protection afforded to avoid damage to or tampering or interference with such metering equipment. The Company shall make periodic tests of its meters and keep them within standards of accuracy required by the Michigan Public Service Commission (Commission).
3. The Customer shall pay for such energy in accordance with the Company's General Service Self Generation 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 Commission during the term of this agreement. The Company shall not be required to supply standby power to the customer in excess of their contracted Standby Capacity. However, the Company may, at the written request of the customer made at least thirty days in advance, permit an increase in Standby Capacity provided the Company has facilities and generating capacity available.
4. A customer with a generator nameplate rating more than 550 kW must provide written notice to the Company by December 1 if they desire standby service in the succeeding calendar months of June through September. The Locational Marginal Pricing (LMP) shall be increased by applying a 10% adder if the customer fails to meet this written requirement. A completed Form 500 (see Attachment A for sample) shall be sent to Consumers Energy, Attention: Electric Sourcing and Transactions Production Scheduler, by e-mail to "production_scheduler@cmsenergy.com" and "special_ledger@cmsenergy.com" or, if necessary, the customer may contact their appropriate Customer Account Manager.
5. The Company may at any time install special meters or other instrumentation as it desires to monitor the parallel operation of the two systems or as the Company deems necessary to protect the safety of the customer, the Company's employees or the Company's system. Interval Data Meters are required on all generators. Meter reading will be accomplished electronically through telecommunication links or other electronic data methods able to provide the Company with the metering data/billing determinants necessary for billing. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense.
6. The service hereunder shall be governed by the rules and regulations set forth in the Company's Electric Rate Book (a copy of which will be furnished to the Customer upon request) and by the Company's General Service Rate identified in Part I (a copy of which is attached hereto and made a part hereof) and such further revisions and amendments thereof, supplements thereto or substitutions therefor as may be filed with and approved by the Commission.
7. 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.
8. The Customer's Standby Capacity shall be initially established as provided in Part I. Such capacity is for the sole use of the Customer for the purpose aforesaid and shall not be transmitted elsewhere or shared or resold by the Customer or used for any other purpose than as herein provided. Customer load requirements exceeding the Standby Capacity shall be billed on the applicable firm rate identified in Part I.
9. Except as to the capacity and minimum charges payable by the Customer, prescribed in said rate identified in Part I and attached hereto, 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 the service, phase failure or reversal, or variations in the service characteristics shall be as provided in said Rate Book.

10. Operation of the Customer's existing generating equipment in parallel with the Company's generating system is agreed to by the Company subject to the provisions of Rule C1.6B - General Provisions of Service - Parallel Operation Requirements. A copy of the page containing said Rule C1.6B is attached hereto. Customer's protective equipment specifications and design shall be consistent with Consumers' Protective Relaying, Metering, and Telemetering Guidelines for Independently Owned Generation, and any successor documents.
11. The Customer shall provide the Company with detailed electrical diagrams and other necessary data on the Customer's generating system, including interfacing devices, for the Company's review. Any facility alteration deemed necessary by the Company for either the safety of the Customer or the protection of the Company's system shall be made by the Customer at the Customer's expense.
12. The Customer shall provide a control system which will automatically separate the Customer's generator(s) from the Company's electric system in the event of a loss of power from the Company's electric system. A lockable disconnecting device shall be installed by the Customer between the Customer's generator(s) and the Company's electric system.
13. The Company shall make a final inspection of the Customer's electric interconnection facilities before the Customer takes service under this contract. The Customer shall obtain approval from the Company prior to making any revisions to the Customer's energy source, control system or the interface between the two power systems after this final inspection.
14. Should the parallel operation of the Customer's generator(s) cause interference with the Company's system or other customers' service, the Customer shall immediately discontinue parallel operation upon notification by the Company. If the Customer fails to discontinue operation upon notice by the Company, the Company may immediately disconnect the Customer's system from the Company's system.
15. This contract 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 indicated 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.
16. This agreement cancels and supersedes, as of the effective date identified in Part I, the agreement between the Company and the Customer dated _____, (the prior agreement) for the supply of electric energy at the Service Address.
17. The Customer shall furnish, without cost to the Company, a suitable site on its premises at each plant location listed in Part I for 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.
18. 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.

19. Additional Terms:

