



CONTRACT FOR GENERAL SERVICE
SELF GENERATION GSG-2
(MISO Interconnections)

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):

Standby and Firm
Standby Service and Firm Service Rate GP
With GEI Provision
Standby Service and Firm Service Rate GPD
With GEI Provision
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:

*Subject to change in accordance with the GSG-2 tariff.

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 either: furnished, installed and maintained by the Company; or by the Customer pursuant to the MISO Interconnection Agreement. If furnished by the Company: (a) the location provided by the Customer for the metering equipment shall be suitable to the Company, (b) adequate protection shall be afforded to avoid damage to or tampering or interference with such metering equipment, and (c) the Company shall make or witness periodic tests of its meters and keep them within standards of accuracy required by the Company's MPSC approved Rules and Regulations. If meters are furnished by the Customer, the Customer shall make periodic tests of the meters to keep them within the standards of accuracy required by the Midcontinent Independent System Operator's, Inc. (MISO) and allow the Company to witness periodic tests and provide the Company with documentation of all tests.
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 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 requires interval data from the installed meters to be provided electronically through telecommunication links or other electronic data methods capable of providing the Company with the metering data/billing determinants necessary for billing. Either the Company or the Customer may own, operate and maintain all data conveyance 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, amendments, supplements, or substitutions thereto 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 provided herein. 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.

10. Failure to provide the interval data noted in Section 5 will be considered a retail theft or energy and possibly considered unauthorized use of the transmission system.
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.
12. The Company shall make a final inspection of the Customer's metering and communication 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.
13. Responsibility for the operation, maintenance, and testing of metering and metering communications facilities covered under this contract will be as follows:

Metering Facilities:

Communication Facilities:

14. This contract inures to and binds 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 shall be void.
15. The Customer shall furnish, without cost to the Company, a site suitable to the Company on the Customer's premises at each plant location listed in Part I for the Company's distribution, metering, and/or communications facilities, if any, 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 all costs 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.
16. 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.
17. Additional Terms: