



**CONTRACT FOR DISTRIBUTION OF  
RETAIL OPEN ACCESS PRIMARY (ROA-P) ELECTRIC SERVICE  
FOR USE WITH CONTRIBUTION IN AID OF CONSTRUCTION**

**PART I**

**CONSUMERS ENERGY USE ONLY:**

Effective Date of Agreement: \_\_\_\_\_  
(Month/Day/Year)

Initial Term: \_\_\_\_\_ year(s) beginning with the Effective Date of Agreement (includes ramp-up period) and month to month thereafter.

Company:  
**CONSUMERS ENERGY COMPANY**  
a Michigan Corporation

Customer: \_\_\_\_\_  
(Legal Name)

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> General Partnership           | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Education*          |
| <input type="checkbox"/> Other (Specify) _____         | <input type="checkbox"/> Government**        |

ONE ENERGY PLAZA  
JACKSON MI 49201-2357

\_\_\_\_\_  
(Street & Number)  
\_\_\_\_\_  
(City, State & Zip Code)

Facility Service Location: \_\_\_\_\_

Service Characteristics: \_\_\_\_\_ Phase: 60 Hertz; \_\_\_\_\_ Volts

Distribution Capacity Reserved Amount: \_\_\_\_\_ kW Provisions: \_\_\_\_\_

- ☐ Energy Only  
☐ Energy/Demand Delivery Rate

**Minimum Monthly Billing (including Base Load if applicable):**

Minimum Monthly kWh: \_\_\_\_\_ Minimum Monthly Demand kW: \_\_\_\_\_

Effective Date for Monthly Minimum Billing to Begin: \_\_\_\_\_

See attached sheet for determination of Base Load (if applicable)

**PLEASE COMPLETE ALL PARTS OF THIS SECTION:**

Anticipated Average Power Factor: \_\_\_\_\_%

Meter Demand is > 2 MW? ☐ No ☐ Yes - If yes, max demand forecast \_\_\_\_\_ Next Year \_\_\_\_\_ 2nd Year  
\_\_\_\_\_ 3rd Year

Do you have a generator to supplement your daily use? ☐ No ☐ Yes - If yes, Output Capacity: \_\_\_\_\_ kW  
(Do not list emergency backup generators or generators < 100 kW)

**PART II, TERMS AND CONDITIONS, 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: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Education customers may also require resolution Form 1509.

\*\*Government customers may also require resolution Form 1502.

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**TERMS AND CONDITIONS  
PART II**

1. The Company agrees to deliver, and the Customer agrees to purchase hereunder, distribution service for all of the electric energy for the operation of the Customer's Facility described in Part I as supplied by their designated Retailer, but not in excess of the distribution capacity reserved amount identified in Part I. The Company may, at the written request of the Customer, made at least thirty (30) days in advance, permit an increase in such Distribution Capacity Reserved if the Customer's designated Retailer has electric energy available and the Company has distribution facilities available.
2. The electric energy to be delivered hereunder shall be alternating current and shall have the service 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 distribution service in accordance with Company's Retail Open Access - Primary Rate, 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.
4. If the customer was provided an allowance for construction of facilities under the Contribution in Aid of Construction Allowance Schedule as provided for in the Company's Electric Rate Book, the customer shall be required to make payment prior to construction as specified in a written facility agreement for the difference between the Allowance and the estimated cost of construction. The customer shall be subject to Minimum Monthly Billing levels as specified in Part I and will continue for the balance of the Initial Term identified in Part I. The Monthly Minimum Billing will be effective beginning with the first day of the next full billing month following the date indicated on the 'Effective Date for Monthly Minimum Billing to Begin' as specified in Part I. The Customer is not restricted from returning to the Company's Full Service during the Initial Term in Part I, provided the Customer complies with the applicable return to service provisions as specified in the Company's Electric Rate Book.
5. It is further agreed that:
  - (a) The Customer has elected to purchase its electric energy from its designated Retailer. The Company has agreed to transmit, distribute, and deliver said energy to a point on the Customer's premises.
  - (b) The Customer grants its designated Retailer access to any consumption, billing, tariff, or metering data that the Retailer may solicit in order to properly serve the Customer's load during the duration of this Agreement.
  - (c) Such distribution service shall be governed by the Company's Electric Rate Book and such future revisions and amendments thereof, supplements thereto, or substitutions therefore as may be filed with and approved by the Michigan Public Service Commission during the term of this Agreement. This Electric Rate Book includes general rules on Customer responsibilities for usage and application. A copy thereof will be furnished upon request.
  - (d) Except as to the capacity and minimum charges payable by the Customer prescribed in said rate and Part I, 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 Electric Rate Book.

- (e) 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.

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.

- (f) 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.
- (g) 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.
- (h) During the Initial Term of this Agreement, as provided in Part I, Customer may request to change its electric rates in accordance with the Company's Rate Book. The Company may, in its sole discretion, approve such a request and reserves the right to amend the terms of the Agreement, including the Minimum Monthly Billing levels and Initial Term, to satisfy the obligations of the original Agreement between the parties.

#### 6. Additional Terms: