



*Consumers Energy*

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# Retailer Handbook

April 2019

## Table of Contents

Welcome Letter.....	3
Resource List.....	4
Business Center/Account Management.....	5
• Overview.....	5
Customer Enrollment .....	20
• Overview.....	20
• Customer Eligibility.....	20
• Retailer Open Access Program Cap .....	20
• Retailer Open Access Annual Energy Allotment Process .....	21
• Submitting Enrollments .....	21
• Customer Status Reports.....	22
• Telemetry Requirements and Metering.....	24
• Retailer Billing Summary.....	24
Release of Customer Information.....	28
• Commercial and Industrial Customers.....	28
• Historical Data.....	28
• Real Time Data.....	29
Metering .....	45
• Overview.....	45
• Here’s What You Need To Do .....	45
• Time-of-Use Meter Installation and Telephone Line Connection .....	45
• Acquiring a Telephone Service to the Meter.....	46
• Meter Errors.....	46
Meter Maintenance and Testing .....	47
Glossary .....	48

## **Welcome to ROA/Electric Customer Choice**

This Retailer Handbook is a guide to participating in Consumers Energy's ROA Electric Customer Choice program.

Entering Michigan's electric market as an electricity retailer or supplier requires you to fulfill a wide range of activities, some of which have specific time schedules.

This handbook will guide you through the process and help you develop your schedule to begin providing electric service in Michigan. We invite you to visit our Web site at [www.consumersenergy.com](http://www.consumersenergy.com) for periodic updates to this handbook.

The first step you must take to participate in ROA/Electric Customer Choice is to obtain a supplier license. Please visit the Michigan Public Service Commission Web site at [www.michigan.gov/mpsc](http://www.michigan.gov/mpsc) for information on this process. As required under Public Act 295 of 2008, also known as the Clean, Renewable and Efficient Energy Act, a renewable energy and net metering plan submittal and approval must be established.

Following licensure you will need to ensure that you have completed all steps as a registered market participant as required by the Midwest Independent System Operator (MISO) to serve customers, and also completed all necessary contracting processes with Consumers Energy.

Please note that the ROA Electric Customer Choice program is open to participation by no more than 10 percent of Consumers Energy's average weather adjusted retail sales for the prior calendar year.

The Retail Open Access Program Cap and Annual Energy Allotment section of this handbook, as well as Consumers Energy's Retail Open Access tariffs and rules, provide more information on how this program is administered.

We look forward to working with you.

Consumers Energy

## Resource List

### **SUPPLIER LICENSING**

Michigan Public Service Commission  
Financial Analysis and Customer Choice Section  
Financial Analysis and Audit Division  
PO Box 30221  
7109 W. Saginaw Hwy  
Lansing, MI 48917  
[www.michigan.gov/mpsc](http://www.michigan.gov/mpsc)

MPSC Phone: (517) 284-8330

### **ELECTRIC CHOICE**

Consumers Energy  
Business Center  
4000 Clay Avenue, SW  
Grand Rapids, MI 49501  
[www.consumersenergy.com/business/rates](http://www.consumersenergy.com/business/rates)

Phone: (800) 805-0490

E-mail: [ecc@cmsenergy.com](mailto:ecc@cmsenergy.com)

## **BUSINESS CENTER/ACCOUNT MANAGEMENT**

### ***Purpose and Overview -Distribution Agreement -Retailer***

The primary purpose of the Distribution Agreement-Retailer is to:

- Outline the requirements of the Retailer before serving retail customers.
- Outline the relationship between the Retailer, its Customers and Consumers Energy.
- Cover issues at a distribution level and under the jurisdiction of the Michigan Public Service Commission.
- A Distribution Agreement is required prior to beginning service for each Retailer and is provided as Exhibit 1.

NOTE: Consumers Energy Retail Open Access rules require that a Retailer be a registered Midwest Independent Transmission System Operator (MISO) market participant. The Market Participant (MP) must designate a Meter Data Management Agent (MDMA) to submit actual meter values to the Midwest ISO for settlement purposes.

**EXHIBIT 1**

**Consumers Energy Company  
Electric Customer Choice  
Distribution Agreement - Retailer**

This Electric Customer Choice Distribution Agreement – Retailer for Consumers Energy Company’s Electric Customer Choice Program (“ECC Agreement”), is made and entered into as of the last date signed below by either Party by Consumers Energy Company, a Michigan Corporation, One Energy Plaza, Jackson, Michigan 49201 (“Consumers Energy”) and \_\_\_\_\_, a \_\_\_\_\_ (“ECC Retailer”). The ECC Retailer is identified in the signature block below by name, type of entity, and business address. Consumers Energy and ECC Retailer are sometimes referred to individually as “Party” or collectively as “Parties.”

**Witnesseth:**

**WHEREAS**, Consumers Energy has established an Electric Choice Program for Retail Access service as described in its Retail Open Access Tariffs and rules filed with the Michigan Public Service Commission (“MPSC”); and

**WHEREAS**, the ECC Retailer desires to enroll Customers into the Electric Choice Program and will participate in the Electric Choice Program in accordance with the terms and conditions of this ECC Agreement and the Tariffs and rules.

**WHEREAS**, the ECC Retailer may desire to purchase certain additional services from Consumers Energy and Consumers Energy is willing to provide such services in connection with providing Retail Open Access service; and

**WHEREAS**, Consumers Energy has agreed to render Distribution Service in conjunction with Customer’s participation in its Electric Choice Program in accordance with the terms and conditions of this ECC Agreement and the Tariffs and rules.

**NOW THEREFORE**, in consideration of the premises and mutual promises contained herein, Consumers Energy and the ECC Retailer agree as follows:

**1. Definitions**

1.1 Terms not defined in this ECC Agreement will have the meaning defined in Consumers Energy’s Electric Rate Book.

1.2 Competitive Energy Supply - unbundled electric energy provided by an ECC Supplier.

**2. Term**

## **EXHIBIT 1**

2.1 This ECC Agreement is effective as of the last date executed by the ECC Supplier or Consumers Energy.

2.2 This ECC Agreement will remain in effect unless canceled pursuant to Section 12, or terminated without cause by either Party with 30 days prior written notice. Consumers Energy reserves the right to replace or amend this ECC Agreement as appropriate to reflect changes required by regulatory agencies, program administration changes or other factors at the Company's discretion.

### **Conditions Precedent for ECC Retailer Participation in the Electric Choice Program**

Note: On April 1, 2005 ("Day -2") the Midwest Independent Transmission System Operator (MISO) began operation of the Midwest Markets, an hourly Locational Marginal Price (LMP) energy market. Market operations include centralized unit commitment and dispatch, a Day-Ahead Energy Market, a Real-Time Energy Market, and a Financial Transmission Rights (FTR) Market.

The ECC Retailer shall be duly qualified and registered with the Midwest Independent Transmission System Operator (MISO) prior to providing Retail Access service as evidenced by being listed on the MISO Certified Market Participants List <http://www.midwestiso.org/publish> (Documents Tab – Certified Market Participants). To ensure all ECC Retailers maintain their qualifications with the Midwest Independent Transmission System Operator (MISO), Consumers Energy – Electric Choice management will perform periodic reviews of the (MISO) Certified Market Participants Listing

### **3. Distribution Service**

3.1. Distribution service will be provided to the ECC Retailer's Customers pursuant to Consumers Energy's Electric Rate Book and any agreements between the Customer and Consumers Energy relating to Retail Open Access service.

3.2. All other services provided to the ECC Retailer's Customers by Consumers Energy will be provided pursuant to the terms of other agreements between the Customer and Consumers Energy.

### **4. Customer Enrollment**

4.1 The ECC Retailer shall enroll Customers electronically with Consumers Energy using:

4.1.1 The format as described in Consumers Energy's retailer handbook. Current standards and protocols as described may be changed from time to time by 30 days written notice from Consumers Energy.

**EXHIBIT 1**

4.2 The ECC Retailer must enroll the Customer's entire Load served through any meter. Loads through any meter or group of meters cannot be split between bundled tariffs and Retail Open Access service or among ECC Retailers.

4.3 Customers eligible for Retail Open Access service are defined in the Company's ROA Tariffs and rules.

4.4 When an ECC Retailer enrolls a Customer, Consumers Energy will electronically notify the ECC Retailer acknowledging the enrollment.

4.5 Consumers Energy will electronically notify the ECC Retailer of the effective date for Retail Open Access service as applicable.

4.6 If the Customer requires new metering, Consumers Energy will install metering in accordance with the terms and conditions detailed in the Company's ROA Tariffs and rules.

4.7 Consumers Energy will disable any control equipment previously installed for Customers on interruptible tariffs.

4.8 Consumers Energy will cancel an enrollment request if the Customer disputes an enrollment prior to the effective date for Retail Open Access service.

4.9 The ECC Retailer may cancel an enrollment request by submitting an electronic drop/cancel request prior to the effective date for Retail Open Access service.

4.10 Energy Procurement - An ECC Retailer is responsible for all necessary arrangements for supply and delivery of capacity and energy, including losses, in a quantity sufficient to serve its own Customers under the Transmission Provider Tariff and the Company's ROA tariffs.

4.11 Transmission Services and Obligations - An ECC Retailer is responsible for arranging, procuring, taking and paying for those services provided by the Transmission Provider that are necessary for the delivery of Competitive Energy Supply to its Customers pursuant to the Transmission Provider Tariff and the ROA Tariffs. Failure to do so will result in a suspension of the ECC Retailer's registration until resumption of such services by the ECC Retailer occurs.

4.12 Energy Scheduling - An ECC Retailer must make all necessary arrangements for scheduling the delivery of energy with the Transmission Provider. The ECC Retailer will use the MISO assigned commercial pricing (CP) node for their load served within the Consumers Energy delivery area when reserving transmission and scheduling energy. This CP node must be contained in the most current MISO system model before the ECC Retailer may begin to serve load, provided all other conditions for service have been satisfactorily completed.



**EXHIBIT 1**

4.13 Reliability Requirements - An ECC Retailer shall satisfy those applicable reliability requirements issued by the Michigan Public Service Commission, Transmission Provider, or any other governing reliability council or its successor with authority over the ECC Retailer.

**5. Switching ECC Retailers**

5.1 A Customer may switch ECC Retailers by authorizing the new ECC Supplier to submit a new electronic enrollment as described in Section 4.

5.2 When the new ECC Retailer enrolls a Customer, Consumers Energy will electronically notify the new ECC Retailer acknowledging the enrollment upon validation.

5.3 Upon confirmation and validation of the enrollment from the new ECC Retailer, Consumers Energy will electronically notify the new and former ECC Retailer of the effective date of the switch request.

**6. Load Profiling and Forecasting**

6.1 Customer Load and Weather Forecasting - The ECC Retailer is responsible for developing an aggregated load forecast for its Customer's load to satisfy obligations required by the ROA Tariff and rules, the Transmission Provider Tariff and the applicable MISO Tariffs and Business Practice Manuals.

6.2 Forecasting Methodology - The load forecast developed by the ECC Retailer shall conform to sections 6.2.1 through 6.2.2 as well as all other relevant sections of the ROA Tariff and the Transmission Provider Tariff.

6.2.1 Monthly Metered Customer Forecasts - The ECC Retailer shall make available to Consumers Energy hourly load profiles, losses, and rate class of the Consumers Energy's retail customers which do not have interval metering. Consumers Energy, at its discretion, may update, add or modify the load profiles for any or all customer rate classes during the term of the Tariff on a prospective basis.

6.2.2 Hourly Metered Customer Forecasts - The ECC Retailer shall forecast its customers' load for hourly metered customers, adjusted for the inclusion of losses. The ECC Retailer shall make this information available to Consumers Energy.

6.3 Distribution Real Power Losses for Energy - Losses will be calculated by multiplying the Retail Customer(s) load times the applicable Real Power Loss Factor specified below:

## EXHIBIT 1

### Real Power Losses:

The Retailer is responsible for replacing Real Power Losses on the Company's Distribution System associated with the movement of Power and for compensation for losses.

*These values are defined in the ROA tariffs and may be updated by the Company. Please refer to the individual tariffs for ROA-R, ROA-S and ROA-P for the specific losses.*

6.4 Transmission Losses - Transmission losses for the purpose of reserving transmission service under the Transmission Provider Tariff are referenced in the METC OATT.

### ECC Retailer Billing, Reconciliation and Payment

The Market Participant (MP) must designate a Meter Data Management Agent (MDMA) to submit actual meter values to the Midwest ISO for settlement purposes.

The MDMA provides MISO with actual hourly kWh consumption data, adjusted for losses, by Commercial Pricing (CP) node. Under the MISO Tariff, consumption data can be submitted at regular MISO settlement intervals of Operating Day + 5 (s7), Operating Day + 12 (s14), Operating Day + 53 (s55) and at Operating Day + 103 (s105).

Due to the cyclical nature of the MISO settlements, subsequently billed cycles may have different kWh consumption than the previously billed cycle. These differences are settled through the MISO settlement process. If the final MISO settlement cycle of s105 shows a consumption that is greater than the final cycle billed sales for the ECC retailer, then the ECC retailer will owe Consumers; if the final MISO Settlement cycle of s105 shows a consumption that is less than the final cycle billed sales for the ECC supplier, then Consumers will owe the ECC retailer.

## 7. Termination of Retail Open Access Service & Return to Company Full Service

7.1 Termination of Retail Open Access service to a Customer can be initiated by the Customer or Consumers Energy.

7.2 Return to Company Full Service notification requirements are defined in the Company's ROA Tariffs and rules.

7.3 Termination by the Customer

7.3.1 The Customer may terminate Retail Open Access service by notifying Consumers Energy in writing not less than two business days before the next scheduled meter reading date.

**EXHIBIT 1**

7.3.2 The effective date for termination of Retail Open Access service to the Customer by the Customer shall be the next scheduled meter reading date occurring not less than two (2) business days after the submission of the notice to Consumers Energy.

7.4 Termination by Consumers Energy

7.4.1 Consumers Energy may terminate Retail Open Access service to the ECC Retailer's Customer(s) if any of the following occur:

7.4.1.1 An Event of Default by the ECC Retailer has occurred; or

7.4.1.2 The Customer fails to meet the requirements and obligations as set forth in the ROA Tariffs.

7.4.2 The effective date for terminating Retail Open Access service to the ECC Retailer's Customer by Consumers Energy shall be the business day after the date of the notice of termination.

7.5 For Customers with Interval Demand Meters, actual meter readings on the effective date of termination will be used.

7.6 For Customers with Energy Meters, meter readings on the effective date of termination will be on a prorated basis based on the next actual meter reading.

**8. Metering**

8.1 Consumers Energy will meter a Customer's use of electric energy with meters as described in the Tariffs.

8.1.1 The meters will be used to obtain data to determine Customer and Retailer bills.

**9. ECC Retailer Billing**

9.1 Consumers Energy will provide the ECC Retailer bills for services rendered as provided in the Tariffs or other service agreements as may be necessary and the Retailer must comply with all creditworthiness conditions as contained in the ROA Tariffs and rules, and all MISO creditworthiness standards.

9.2 Payment in full is due from the ECC Retailer to Consumers Energy 21 days from the date of the bill ("Due Date").

9.3 The ECC Retailer will be assessed a late payment charge of 2% per month on the unpaid balance of any bill for which full payment was not received by Consumers Energy on or before the Due Date.

## **EXHIBIT 1**

### **10. Representations and Warranties**

10.1 The ECC Retailer represents and warrants to Consumers Energy upon execution of this ECC Agreement and each time it enrolls a Customer that:

10.1.1 No changes in the data contained in ECC Retailer's filing with the MPSC for its license.

10.1.2 The ECC Retailer will at all times have sufficient energy supply, transmission service, ancillary services, emergency service, and backup service resources available to it including any reserve requirements, to provide customers with their energy requirements.

10.1.3 This ECC Agreement and the transactions contemplated hereby constitute the legal and binding obligations of the ECC Retailer and are valid and enforceable in accordance with its terms except as may be limited by laws of general application concerning creditors' rights.

10.1.4 This ECC Agreement is not in conflict with organizing documents of the ECC Retailer or the provisions of any agreement or indenture to which ECC Retailer is a party or is otherwise bound, nor violates any provisions of law applicable to the ECC Retailer, or any order, judgment or decree by which the ECC Retailer is bound.

10.2 The ECC Retailer represents and warrants to Consumers Energy that each time it enrolls and begins service to a Customer that:

10.2.1 The ECC Retailer has a valid, enforceable written contractual agreement with each of the Customers that it has enrolled, and that the customer has knowingly entered into said agreement and the Retailer has obtained written acknowledgement of via contract.

10.2.2 The information provided in the Customer Enrollment process and any other information provided by the ECC Retailer is correct, and ECC Retailer will promptly inform Consumers Energy of any changes in such information.

10.2.3 The ECC Retailer is in compliance with all of the requirements of this ECC Agreement and the Tariffs and will continue to be in compliance with such requirements throughout the term of this ECC Agreement.

### **11. Events of Default**

11.1 An "Event of Default" shall mean with respect to a defaulting Party:

**EXHIBIT 1**

11.1.1 Failure by the defaulting Party to make, when due, any payment required if such failure is not remedied within ten (10) business days after written notice of such failure is given to the defaulting Party.

11.1.2 Any representation or warranty made by the defaulting Party shall prove to have been false or misleading in any material respect when made, deemed to be made or repeated.

11.1.3 Failure by the defaulting Party to perform any other covenant or satisfy any condition set forth in this ECC Agreement if such failure is not remedied within ten (10) business days after written notice of such failure is given to the defaulting Party.

11.1.4 The defaulting Party is subject to a bankruptcy, insolvency or receivership proceeding.

11.1.5 Failure to comply with the terms and conditions of the Tariffs.

11.1.6 Failure of the ECC Retailer to maintain an Alternative Electric Supplier License, and comply with all requirements of that license.

11.1.7 Failure of the ECC Retailer to maintain its status as a qualified MISO Market Participant.

**12. Remedies**

12.1 If an Event of Default occurs with respect to a defaulting Party at any time during the term of this ECC Agreement, the non-defaulting Party may: (a) cancel this ECC Agreement; provided, however, upon the occurrence of any Event of Default listed in Section 11.1.4 or 11.1.6, this ECC Agreement shall automatically end unless contrary to law, without notice, as if it had been immediately canceled prior to such event; (b) exercise any remedy available at law or in equity to enforce payment of any amounts owing together with interest and attorney fees and costs, or (c) both.

**13. Limitation of Liability**

13.1 The defaulting Party's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages including but not limited to, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive.

**EXHIBIT 1****14. Regulatory, Legislative, or Judicial Changes**

14.1 If any modifications, changes, additions or deletions to any of the provisions of this ECC Agreement are imposed by regulation or law, then the Party adversely affected may terminate this ECC Agreement upon 30 days written notice.

14.2 If any adverse modification, change, addition, deletion, or ruling regarding (1) any of the provisions of the Customer Choice Plan, (2) an applicable MPSC, MISO or FERC approved tariff, (3) an applicable Michigan Public Act, or (4) an applicable MPSC order including but not limited to the orders in Case Nos. U-11290, U-11449, U-8789, or U-11726 is imposed by a regulatory order, law, regulation, or court order, the Party adversely affected may terminate this ECC Agreement upon 30 days written notice to the other Party. In the case of legislation or regulation this written notice must be given prior to 30 days after the effective date of the legislation or regulation. In the case of a regulatory order or court order the written notice must be given prior to the date 30 days after all appeal periods have expired and no appeal has been taken or stay has been granted.

**15. Exclusion of Third-Party Beneficiaries**

15.1 No entity is intended to be a third-party beneficiary under this ECC Agreement.

**16. Force Majeure**

16.1 Neither Party shall be liable if it is rendered unable to fulfill any of its obligations under this ECC Agreement by reason of Force Majeure. A Party shall exercise due diligence to remove such inability with all reasonable dispatch.

16.2 "Force Majeure" means earthquake, storm, lightning, flood, backwater caused by flood, fire, explosion, act of the public enemy, epidemic, accident, failure of facilities, equipment or fuel supply, acts of God, war, riot, civil disturbances, strike, labor disturbances, labor or material shortage, national emergency, restraint by court order or other public authority or governmental agency, interruption of synchronous operation, institution of emergency electrical procedures or other similar or dissimilar causes beyond the reasonable control of the Party affected, which causes could not have been avoided by exercising due diligence. Nothing contained herein shall be construed to require settlement of any strike, lockout, work stoppage or other industrial disturbance or dispute in which it may be involved or to appeal from any judicial, regulatory or administrative action.

**17. Non-Waivers**

17.1 No waiver by any Party of any default of the other Party under this ECC Agreement shall operate as a waiver of a future default whether of a like or different character.

**EXHIBIT 1**

17.2 Failure or delay of Consumers Energy to insist upon strict performance of any of the terms and conditions of this ECC Agreement, or to exercise any rights or remedies provided in this ECC Agreement or by law, or to properly notify the ECC Retailer in the event of breach, or Consumers Energy's provision of services or acceptance of payment for services provided in this ECC Agreement, shall not the release the ECC Retailer from any of the warranties or obligations of this ECC Agreement and shall not be deemed a waiver of any right of Consumers Energy to insist upon strict performance of the Agreement in the future or constitute a waiver of any rights of remedies related to performance of the ECC Retailer pursuant to this ECC Agreement.

**18. Changes in Rates, Charges, Classifications, Service, Rules, Regulations**

18.1 Nothing contained in this ECC Agreement shall be construed as affecting or limiting in any way the right of Consumers Energy to unilaterally file with any appropriate regulatory authority, or make application for, changes in rates, charges, classifications, or service, or any rule under other applicable law or regulation.

**19. Assignment Prohibition**

19.1 This Agreement cannot be assigned.

**20. Notices**

20.1 All notices required under this ECC Agreement shall be made electronically, unless otherwise specified in this ECC Agreement, to the Party to be served at such address as the Parties may designate from time to time.

20.2 The following person shall be the representative of Consumers Energy for all purposes under this ECC Agreement:

Manager, ECC Program  
 Consumers Energy Company  
 One Energy Plaza  
 Jackson MI 49201  
 Email Address: [ecc@cmsenergy.com](mailto:ecc@cmsenergy.com)

FAX (877) 232-4745

20.3 Notice information for the representative of the ECC Retailer for all purposes under this ECC Agreement is provided below:

Company Name: \_\_\_\_\_  
 Company Notice Party: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State Zip: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**EXHIBIT 1**

20.4 Notice information may be changed by written notice to the other party.

**21. Governing Law**

21.1 The formation, validity, interpretation, execution, amendment and termination of this ECC Agreement shall be governed by the laws of the State of Michigan without regard to conflicts of law, and any actions with respect thereto may be brought only in a court of competent jurisdiction located in Michigan, if jurisdiction is not with a regulatory agency.

**22. Warranty Exclusion and Limited Remedy**

22.1 CONSUMERS ENERGY EXPRESSLY NEGATES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

**23. Entire Agreement and Amendments**

23.1 This ECC Agreement, including all associated Attachments thereto, constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes all prior agreements or understandings.

23.2 This ECC Agreement and its Attachments may be amended only by written notification executed by the Parties that specifically refers to the Section(s) being amended.

23.3 The ECC Retailer warrants that this agreement has not been altered from its original form as provided by Consumers Energy electronically or otherwise.

**24. Authorization Acknowledgment**

24.1 The parties agree to be bound by the terms and conditions of this ECC Agreement and have caused this ECC Agreement to be executed by their respective authorized officials.

**Consumers Energy:**

By: \_\_\_\_\_  
 Manager, Electric Customer Choice  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ECC Retailer:**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Type of Entity: \_\_\_\_\_  
 Date: \_\_\_\_\_



**EXHIBIT 1****Attachment 1  
Electronic Business Transactions**

- 1.1 It is the intent for all commerce to be conducted electronically whenever possible.
- 1.2 Only in case of the failure of electronic communication and commerce, or when authorized otherwise by Consumers Energy, will other means of communication and commerce be undertaken.
- 1.3 ECC Retailers are expected to transmit transaction sets with Consumers Energy via an SFTP (Secured File Transfer Protocol) server provided by Consumers Energy. Consumers Energy will provide a unique user ID and password for each ECC Retailer for secure communication and confidentiality of each supplier's data. Each SFTP login account will have 2 sub-directories from their home directory: Inbound and Outbound.
- 1.4 The ECC Retailer/Marketer will have 'write' access to the 'Inbound' directory and will write files to this directory that Consumers Energy will read and process. The ECC Retailer will have 'read' access to the 'Outbound' directory under their 'home directory'. Consumers Energy generates outbound transaction sets to ECC Retailers which can be downloaded from the outbound directory.
- 1.5 Either Party may elect to use a third party provider (Provider) for Electronic Business Transactions.
- 1.5.1 Either Party may modify its election to use or change a Provider upon 30 days prior electronic or written notice.
- 1.5.2 Each Party shall be responsible for the costs of any Provider with which it contracts, unless stated otherwise.
- 1.5.3 Each Party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling transactions, or performing related activities for such Party; provided, that if both Parties use the same Provider to effect the transmission and receipt of a transaction set, the originating Party shall be liable for the acts or omissions of such Provider as to such transaction set.
- 1.6 Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive transactions.
- 1.6.1 If for any reason the ECC Retailer's system for communicating transactions is inoperable, Consumers Energy's liability is limited to notifying the ECC Retailer that there is a communications problem. Consumers Energy will not handle transactions until the system is back in service.

**EXHIBIT 1**

## 1.7 Data Transmission

1.7.1 Transactions shall not be deemed to have been properly received, and no transaction shall give rise to any obligation, until accessible to the receiving Party at such Party's receipt network.

1.7.2 If any properly transmitted transaction is received in an unintelligible or garbled form, the receiving Party shall promptly notify the originating Party (if identifiable from the received transaction) in a reasonable manner. In the absence of such notice, the originating Party's record of the contents of such transaction shall control.

1.7.3 Information contained in any transaction or otherwise exchanged between the Parties shall be confidential information ("Confidential Information").

1.7.3.1 Each Party agrees that, unless specifically authorized in writing by the other, it will use such Confidential Information solely for the purpose of performing this ECC Agreement.

1.7.3.2 Each Party agrees to receive the Confidential Information in confidence. Each party agrees that it will treat such Confidential Information in the same manner as it treats like information of its own, but in all events it shall exercise at least a reasonable degree of care for preventing unauthorized disclosures of the Confidential Information. Each party further agrees not to distribute, disclose or disseminate the Confidential Information, to anyone, except to its employees or consultants who have a need to know only upon obtaining such employee's or consultant's agreement to be bound to the terms of this ECC Agreement.

1.7.3.3 The obligations imposed herein shall not apply to Confidential Information:

1.7.3.3.1 Which becomes available to the public through no act of the receiving Party; or

1.7.3.3.2 Which may be published prior to the date hereof; or

1.7.3.3.3 Which is received from a third party without restriction and without breach of this ECC Agreement; or

1.7.3.3.4 Which is independently developed by the receiving Party; or

1.7.3.3.5 Which is disclosed pursuant to a requirement or request of a government agency; or

1.7.3.3.6 Which is already known by the receiving Party.

1.7.3.4 Notwithstanding any termination or cancellation of this ECC Agreement, the provisions with respect to nondisclosure of Confidential Information shall remain in full force and effect for a period of five (5) years thereafter.

**EXHIBIT 1**

1.8 The ECC Retailer's ability to electronically communicate and transfer data must be successfully demonstrated prior to enrolling Customers and shall be maintained throughout the term of this ECC Agreement.

1.8.1 Before using the SFTP Server to transmit data, the ECC Retailer must demonstrate its ability to electronically transfer data using the SFTP Server by successfully completing a test conducted by Consumers Energy.

## Customer Enrollment

### Overview

Customers who are interested in buying electricity from a Retailer must request service from a Retailer. The Retailer will complete and send a customer enrollment file to Consumers Energy for the accounts to be enrolled.

The Consumers Energy Business Center can assist with the enrollment process. Call (800) 805-0490 and ask for the Electric Choice team or email us at [ecc@cmsenergy.com](mailto:ecc@cmsenergy.com).

NOTE: Michigan Public Service Commission licensure and MISO registration is required prior to beginning contractual arrangements with Consumers Energy. As required under Public Act 295 of 2008, also known as the Clean, Renewable and Efficient Energy Act, a renewable energy and net metering plan submittal and approval must be established.

### Customer Eligibility

All metered Consumers Energy's retail electric customers are eligible to participate in ROA Electric Customer Choice, depending on the electric rate they are served on, certain service provisions, programs and on the type of service they are taking from Consumers Energy. You can review tariff information on our website at [www.ConsumersEnergy.com](http://www.ConsumersEnergy.com). Eligibility is subject to the 10 percent ECC program participation cap as explained in the energy allotment section of this handbook. Customers who enroll in Electric Customer Choice cannot participate in the following Consumers Energy programs:

- Summary Billing
- Budget Plan
- Green Generation
- Unmetered lighting service
- Street lighting service
- Customers under contract for electric service with Consumers Energy

### Retailer Open Access Program Cap

The Consumers Energy Retailer Open Access Program is restricted to participation by no more than 10% of the company's prior year annual weather adjusted sales. This value is filed each year with the Michigan Public Service Commission. When ROA program participation reaches this level in any given calendar year, subject to certain restrictions, the program is closed to new enrolling customers and will transition to a waitlist queue. Please contact the Consumers Energy Business Center for up to date information.

## **Retail Open Access Annual Energy Allotment Process**

In order to ensure that the 10% cap described above is not exceeded, each year, the company will conduct an energy allotment process for the upcoming calendar year. This process will provide allotments for coming calendar year participation in ROA, and service receipt from an ROA supplier to customers currently enrolled in the ROA program. When the allotment process reaches a point where awarding of the allotment would exceed 10% of the previous calendar year's weather adjusted sales, the program will be closed. Any active ROA customers, subject to certain restrictions, for whom awarding of the allotment would exceed the 10% program cap, will be returned to Consumers Energy Full Service rates without penalty in January of the upcoming year.

The company advises customers and ROA Suppliers to recognize this potential in any necessary contractual arrangements. The company is not responsible for, or a party to, any type of damages, caused by its management of the ROA Program Cap, and Energy Allotment processes described above.

## **Submitting Enrollments**

Consumers Energy utilizes an SFTP (file transfer protocol) server based process for key communication processes with our Retailer business partners in the ROA electric customer choice program. Retailers are responsible for placing inbound files on their SFTP server, and retrieving their outbound files from the server.

The processes include:

- Enrollment and Cancellations
- Disenrollment Requests
- Customer Status Reporting
- Retailer Billing Summary Reports
- Interval Data Reports

In order to obtain access to an SFTP server, the Retailer will complete a series of steps to:

1. Set-up SFTP server access through Consumers Energy's IT Security team
2. Receive file format protocol information from Consumers Energy's Business Center Electric Choice Team, and
3. Test sample file transmission and receipt

## Enrollments

The Enrollments Record Format is shown in Exhibit 2.

Following receipt of the enrollment file by Consumers Energy, and subsequent processing and validation, the Retailer will receive a response file (Exhibit 3) from Consumers Energy showing the status of the customer submitted. Exhibit 4 shows potential rejection causes for submitted enrollments.

This file format is also used by the Retailer to submit disenrollment requests. However, only the ROA Customer may elect to return to Consumers Energy Full Service. Retailer requested drops are rejected until customer acknowledgement and confirmation have been received. Email the Electric Choice team at [ecc@cmsenergy.com](mailto:ecc@cmsenergy.com) for disenrollment inquiries.

Only one file per day may be submitted by a Retailer. In order to process that business day, the file must be received no later than 3 p.m. EST.

## Dis-enrollments

Should a customer switch suppliers or move, the retailer will receive a Cancellations File (DEL file) from Consumers Energy. The format of this file is shown in Exhibit 5.

## Customer Status

Each day, a Customer Status Report will be provided to the Retailer via their SFTP server that shows the status of each validly enrolled account, along with other information.

The format of the customer status report is shown in Exhibit 6.

## Status Types

### ***Enrolled:***

When an account enrollment has been received and enrollment is pending system verification. The account, through the verification process, will move to either "Pending in Queue", "In Process", or be rejected and reported back to the Retailer as such.

### ***Pending in Queue:***

Accounts with valid enrollment status that are placed on the waitlist queue until program CAP space is available.

### ***In Process:***

When an account is validly enrolled as Network Time of Use, it is identified as being

“In Process” until customer-specific requirements are met, such as installing a phone line to the time-of-use meter if applicable, or until all Retailer requirements are met, such as enrolling at least one megawatt of load, by transmission service type (adjusted for losses), completion of the Distribution Agreement-Retailer, and digital certificate completion. Additionally, all other applicable ROA tariff, rules and contracts or agreements must be fully satisfied.

***Ready:***

When Customer and Retailer requirements have been met, the accounts are considered “ready.” Once this status is reached for an account, the Retailer may request for an activation date (48 hour business hour notice minimum).

***Queued:***

When accounts are ready for service for customers with a Network Time of Use enrollment, the Retailer must negotiate a service start date with Consumers Energy’s Business Center. Accounts that have an activation date entered in the future are listed as “queued” until service under ROA Electric Customer Choice begins. Residential/Load Profile customers that are validly enrolled by a Retailer typically will activate on their next bill cycle date following validation and movement to Ready status.

***Active:***

This indicates the customer account is being served by the Retailer under Consumers Energy’s Retailer ROA Electric Customer Choice program.

## Customer Enrollment

Here are additional definitions that may help you throughout the customer enrollment process:

**Transmission service type (TST):** The Retailer’s enrolled customer accounts total to a loss adjusted contracted transmission service type, such as network or point-to-point. A Retailer must have at least 1 MW of load, adjusted for losses, to begin ROA service for each TST.

**Effective date:** The service start date for the individual account. This is the day the Retailer begins providing electricity.

**Max demand:** The maximum demand for each account enrolled is the highest 15-minute demand created by that customer in the past year, regardless of time of day (includes on-peak and off-peak).

Note: Customers will receive an enrollment confirmation letter with information on ROA Electric Customer Choice and next steps in Electric Customer Choice from Consumers Energy. For residential customers, the letter will also serve as notice of their enrollment rescission period as provided for in the ROA tariffs.

## Telemetry Requirements and Metering

- The Retailer and their Customer must work with the telecommunication provider to have a telephone line installed at the customer meters as required and when not being metered with a Wireless Under Glass Meter. The retailer must E-mail Consumers Energy's Business Center with the meter telephone numbers after the telephone line has been activated ([ecc@cmsenergy.com](mailto:ecc@cmsenergy.com)).
- Consumers Energy will connect the telephone to the meter and validate the communication link. Active telemetry or metering with a Wireless Under Glass Meter is required before ROA service may commence.

## Retailer Billing Report

As customers' accounts bill, Consumers Energy will provide the Retailer with a Retailer Billing Report. The format for this report is shown in Exhibit 7.

## Customer Contract Requirements

### CONTRACT FOR DISTRIBUTION OF ROA SECONDARY/PRIMARY SERVICE CONTRACT

Commercial and Industrial ROA Electric Customer Choice customers taking primary or secondary voltage service with demand in excess of 300 kW will be required to complete a "Contract for Distribution of Retail Open Access Electric service". Customers with demands less than 300 kW may be required to complete a contract depending on the nature of their service and the rate and provisions of their electric service. Samples of these contracts are shown as Exhibit 8 and Exhibit 9. Consumers Energy will send the contract directly to affected customers. The contract provides Consumers Energy with customer facilities and equipment information, such as the location of high-voltage disconnects, transformer sizes, on-site generation capabilities and the ROA minimum two-year term. Fully executed original copies of the contract must be in Consumers Energy's possession prior to ROA service commencement.

### Minimum Term

#### ROA Service for Non-Residential Customers

ROA Service shall have a minimum term of two years, subject to the "terms and conditions of service" and "Return to Company Full Service" provisions of the ROA Customer Section of the ROA program tariffs and rules. Upon completion of the initial term, ROA Service shall continue on a month-to-month basis until terminated by the ROA Customer with a minimum 60 days' written notice, as provided below, or by the company with a minimum of 60 days' written notice prior to the commencement of the ROA Customer's next billing cycle, subject to the Notification of Return to Full Service provisions for ROA service.



### ROA Service for Residential Customers

A ROA Customer shall commence ROA residential service in accordance with their billing cycle and shall be required to remain on ROA Service for a minimum of one full billing cycle. Upon written notice of Return to Company Full Service, a ROA Customer taking ROA residential service may return to Company Full Service in accordance with their next bill cycle. A ROA Customer who returns to Company Full Service must remain on Company Full Service for a minimum of 12 months from the date of their Return to Company Full Service.

### **Return to Company Full Service – Non-Residential ROA Customers**

Only the ROA Customer may initiate the return to company full service by contacting the company. The company has no obligation to verify that the ROA Customer is eligible to terminate the service under the terms of a contract with its retailer.

In addition to the 60 days' written notice required in paragraph E2.5.A (as specified in the ROA tariff), term, commencement of service, and Return to Company Full Service, a ROA Customer shall provide the company with written notice by December 1 if the customer will be taking Company Full Service from the company during the following summer. For this purpose "summer" means the Company's regularly scheduled billing periods beginning June 1 through September 30. A ROA Customer who so notifies the Company shall be obligated to take Company Full Service from the Company for a minimum of 12 months and pay for such service at any Company Full Service rate for which the customer qualifies. Accordingly, a customer returning to Company Full Service shall provide written notice in accordance with the following schedule:

<u>Return Date</u>	<u>Written Notice Required</u>	
January	Due November 1	(60 days' notice)
February	Due December 1	(60 days' notice)
March	Due December 1	(3 months' notice)
April	Due December 1	(4 months' notice)
May	Due December 1	(5 months' notice)
June	Due December 1	(6 months' notice)
July	Due December 1	(7 months' notice)
August	Due December 1	(8 months' notice)
September	Due December 1	(9 months' notice)
October	Due August 1	(60 days' notice)
November	Due September 1	(60 days' notice)
December	Due October 1	(60 days' notice)

If a ROA Customer returning to Company Full Service does not provide the Company with written notice prior to December 1 and then takes Company Full Service from the Company during the following summer, the customer shall pay the Company the market-based rate until such time as the December 1 written notice requirement has been met.

Written notice is required from all ROA Customers returning to Company Full Service,

except for Retailer defaults or Slamming. Once the ROA Customer provides written notice to the company of its intent to Return to Company Full Service, the Customer may not rescind its notice. A form for use in the notification of Return to Company Full Service is shown in Exhibit 10.

A ROA Customer returning to Company Full Service for whatever reason (including Retailer default, but excluding a Slammed ROA Customer) who failed to meet their two-year minimum term of service under ROA and/or failed to provide written notice in accordance with the notification requirements will pay the market-based rate until the customer has met the greater of (i) the minimum two-year term of ROA service or (ii) the written notice requirements. A 10% adder will be included in the market based rate for bills rendered during the June through September billing months for those Customers that violate the December 1 written notice requirements.

**Retailer Default:** If a Retailer defaults, a ROA Customer who returns to Company Full Service before the 60 days or December 1 notice period has elapsed shall pay the market-based rate until the company has received the benefit of the 60 days' or December 1 notice, at which time the customer may elect to remain on Company Full Service for 12 months and pay the applicable Company Full Service rate for which the customer qualifies.

All other customers who fail to give the required 60 days' or December 1 notice are subject to the company's ability to supply their requirements.

**Slammed Customer:** In the event a ROA Customer returns to Company Full Service because the ROA Customer was Slammed by a Retailer, the Company will waive all notice and minimum term requirements. The ROA Customer who was Slammed shall be immediately reinstated to the customer's Company Full Service rate the customer was transferred from prior to being Slammed. In the event the Slamming of the ROA Customer is disputed and a determination made that the ROA Customer was not Slammed, the ROA Customer shall be back-billed at the market-based rate.

Subject to the notice and minimum term requirements, a ROA Customer may return to Company Full Service under the following conditions:

**Option 1 - 12 Month Service Commitment:** If the returning ROA Customer commits to Company Full Service for a minimum of 12 months, then the customer may take and pay for such service under any Company Full Service rate for which the customer qualifies. Any returning ROA Customer that commits to remain on Company Full Service for the subsequent 12 months and then fails to do so will be back-billed at the market-based rate.

**Option 2 - Short-Term Service:** If the returning ROA Customer chooses not to commit to Company Full Service for a minimum of 12 months, then the customer may take service under any Company Full Service rate for which the customer qualifies and shall pay the market-based rate.

## Market Based Rate Definition

The market-based rate is the greater of:

- (1) The returning ROA Customer's applicable Company Full Service rate schedule computed on a monthly basis or
- (2) The returning ROA Customer's applicable Company Full Service rate schedule but with the Power Supply Charges modified to include MISO's Real Time Locational Marginal Price for its CONS.CETR node, plus allocated capacity costs associated with capacity purchases required to meet the returning ROA Customer's peak load, plus applicable transmission charges, computed on a monthly basis.

For ROA Non-Residential Customers that violate the December 1 written notice requirement, the market based rate shall be adjusted as follows:

- (1) For market based rate (1) above, a 10% adder shall apply to the power supply costs for bills rendered during the June through September billing months.
- (2) For market based rate (2) above, a 10% adder shall apply to the MISO Real Time Locational Marginal Price for its CONS.CETR node for bills rendered during the June through September billing months.

## Return to Company Full Service – Residential ROA Customers

Only the ROA Customer may initiate the Return to Company Full Service by contacting the company. The company has no obligation to verify that the ROA Customer is eligible to terminate the service under the terms of a contract with its Retailer.

Upon completion of the ROA Customer's bill cycle for ROA service, the ROA Customer may return to Company Full Service at the beginning of the customer's next billing cycle by giving the company written notice. A ROA Customer who so notifies the company shall be obligated to take Company Full Service from the company for a minimum of 12 months and pay for such service at any Company Full Service residential rate for which the customer qualifies.

Written notice is required from all ROA Customers returning to Company Full Service, except for retailer defaults or Slamming. Once the ROA Customer provides written notice to the company of its intent to Return to Company Full Service, the ROA Customer may not rescind its notice.

## **ROA Customer Switching**

A \$5.00 switching fee shall be charged the ROA Customer each time a ROA Customer switches (i) from one Retailer to another or (ii) from ROA to a Company Full Service rate. The ROA Customer may switch Retailers at the end of any billing month by having their new Retailer give the company at least 30 days' written notice. The company will notify the ROA Customer's previous Retailer and new Retailer electronically of the effective date of the switch. The ROA Customer may choose to return to Company Full Service at the end of any billing month. The ROA Customer Switching Service Charge shall not be applied (i) for the initial switch to ROA Service or (ii) at the time the ROA Customer returns to Company Full Service or another Retailer because the ROA Customer was Slammed by the Retailer.

## **Release of Customer Information**

### **Commercial and Industrial Customers**

The company will not release any customer specific data to a Retailer or third party without signed authorization from the ROA Customer on the ROA Customer's letterhead outside of the Retailer serving the customer. The authorization should include all relevant Customer information, as well as the party to be authorized to receive the information, the information authorized to be released, and the duration of the authorization not exceeding 24 months.

A sample authorization form is provided as Exhibit 11.

### **Residential Customers**

The company will not release any customer specific data to a Retailer or third party. The specific Customer may contact the company to obtain their data and provide it to the Retailer or third party.

## **Customer Information Access**

Once authorized, customer information can be provided in a variety of ways and for different periods of time.

The options are as follows:

### **Historical Usage**

The previous 12 months of billing history, showing volumetric data, is available in hard copy or electronically. Depending on the existing meter, the available data may include monthly totals for kWh's, on-peak and off-peak kWh's, monthly and hourly peak demands and power factor percentages.

This information is available once within a 12-month period at no charge. Multiple or repeat requests for the same account may be subject to an administrative fee determined by the Company.

For those accounts with existing interval data recording meters, the detailed 15-minute interval history is available electronically. Interval data reports are provided monthly to retailers for their active customers' via their SFTP. You can request a 12-month download by individual account and may be subject to an administrative fee.

NOTE: On-peak and off-peak data is based on Consumers Energy's distribution tariff until a customer goes on ROA Electric Customer Choice. At that time, the customer's electric use history will follow the FERC OATT on-peak and off-peak hours.

## Historical Customer Information

Consumers Energy will endeavor to process customer information non-interval requests within 10 business days if the company receives all pertinent information from all parties. If the request exceeds customer consumption history for more than 100 customer accounts, the company may contact the party to reach agreement on a reasonable delivery date.

## Real Time

Retailers may request that Consumers Energy install a two-or three-wire "K-Y-Z" pulse output direct from the meter installation on the customer's site to receive real-time data from the customer.

The Retailer may use these as real-time pulse data per system requirements. There is an initial one-time charge per meter determined by the Company. Future maintenance, upgrades, etc. will be charged at a time and materials rate determined by the Company.

NOTE: The original Consumers Energy (TOU-Interval data) meter will continue to be the actual billing meter.

**NOTE: Once the Retailer has begun serving a customer, the customer's active status with that retailer will constitute release of information for future energy data and usage requests.**

For assistance or more information about any of these services, please contact Consumers Energy's Business Center at [ecc@cmsenergy.com](mailto:ecc@cmsenergy.com).

## EXHIBIT 2

**CONSUMERS ENERGY  
ELECTRIC CUSTOMER CHOICE**

**ENROLLMENT RECORDS FORMAT**

**INSTRUCTIONS FOR CREATING FILE:**

1. Open a new Excel document
2. Format all columns as "Text" by highlighting all columns and selecting Format-Cells-Number-Text-OK
3. Do NOT add commas when entering data

**BATCH RECORD - HEADER INFORMATION IN ROW 1**

Column A	Record Type	005	Batch Header Identifier must be 005
Column B	Retailer ID	XXX	Up to 3 numeric character Retailer ID assigned by Consumers Energy
Column C	Batch Number	1	Always enter 1
Column D	Number of Customer Records	01234	Number of detail records included in this batch

**DETAIL RECORD - BEGINS ON ROW 2**

Column A	Record Type	010 030	010=Add New Customer 030=Delete Customer
Column B	POD ID Number	01234567891234	POD ID is 13 numeric characters (or Legacy Customer Account Number at go-live)
Column C	Customer Name	John B Doe	Up to 40 characters (Do not enter commas)
Column D	Customer Service Address	1234 Main St	Up to 40 characters (Do not enter commas)
Column E	City	Traverse City	Up to 13 characters
Column F	Zip Code	49686	Accepts zip code or blank
Column G	Transmission Service ID	XXX	Up to 3 numeric character Transmission Service ID assigned by Consumers Energy
Column H	Sink ID	CRNLXXXX	Up to 14 characters. Must be UPPER CASE
Column I	Meter Phone Number	XXX-XXX-XXXX	Accepts phone number or blank
Column J		N	Must be 'N'
Column K			Must be blank
Column L			Must be blank
Column M	Enrollment Date (Used only for switches)	012008	MMYYYY. Do NOT enter a date in this field unless the customer is currently enrolled with a different supplier. We only accept enrollment dates for switches.

**INSTRUCTIONS FOR SAVING FILE:**

1. Save the excel spreadsheet as a "CSV (Comma Delimited)" filename  
ECC\_enroll\_XXX\_yyyymmdd\_hhmmss.csv  
XXX = Retailer ID
2. Make sure NO BLANK LINES are in file!!! To do so, re-open file using Notepad and delete blank lines

**EXHIBIT 3**

**CONSUMERS ENERGY ELECTRIC CUSTOMER CHOICE  
RET (RETURN ACKNOWLEDGE OF SUPPLIER'S  
ENROLLMENT/ CANCELLATION REQUEST)  
FORMAT STYLES**

**File Layout:**

Column A: Retailer ID  
 Column B: Record Type (010=Add New Customer for Retailer)  
 (030=Delete Customer from Retailer)  
 Column C: Legacy Account Number or POD ID Number (Number sent by Retailer in Enrollment file)  
 Column D: POD ID (Blank if Column C displays POD ID Number)  
 Column E: Customer Name (Name sent by Retailer in Enrollment file)  
 Column F: Customer Service Address (Address sent by Retailer in Enrollment file)  
 Column G: City (City sent by Retailer in Enrollment file)  
 Column H: Blank or Effective Date (mmyyyy) if customer switched from another Retailer  
 Column I: Transmission Service Type ID  
 Column J: Sink ID  
 Column K: Meter Phone Number (blank if not known)  
 Column L: Always 'N'  
 Column M: Response to Enrollment (A = Accept, R = Reject)  
 Column N: Reason for Rejection  
 Column O: File Name  
 Column P: File Date

## EXHIBIT 4

ECC RET and DEL REASON CODES For ROA Enrollment

Code	RET/DEL	Reason Code		Electric
Z51	RET	Invalid Enrollment Date	Used when date is not entered in proper format	X
Z53	RET	Duplicate Request	When supplier requests the same change for the same effective month again	X
Z54	RET	Pending request already exists	Used when there is already a pending change for a particular month	X
Z55	RET	Invalid Change/Delete	Used when supplier doesn't have authority to make change (unauthorized deletes)	X
Z56	RET	Name & Address mismatch	Address mismatch	X
Z57	RET	Invalid Name	Name provided is not the same name as in SAP	X
Z58	RET	Service Not Active	POD number given is not an active gas account	X
Z61	RET	POD ID Not Valid	Incorrect or non-existent POD	X
Z62	RET	Invalid Effective Date	Invalid month and/or year	X
Z63	RET	Supplier Inactive/Suspended		X
Z66	RET	Record Type Invalid	When file has a record type other than 010 or 030	X
Z69	RET	Service Type not valid for POD	Used when enrollment request is for the wrong service	X
Z70	DEL	Customer switched suppliers		X
Z71	DEL	Customer Moved		X
Z73	RET	Customer has not met minimum demand threshold	For TOU, must have 20 kw of demand	X
Z74	RET	TST or SINK ID not valid		X
Z75	RET	Customer is on RRP	Green Generation customers cannot enroll in ECC	X
Z79	RET	Supplier ID Not Found	Supplier not in system	X
Z80	RET	Contact CE to drop customer	When drop received from inbound file	X



## EXHIBIT 5

**CONSUMERS ENERGY ELECTRIC CUSTOMER CHOICE  
DEL (CANCELLATIONS)  
FORMAT STYLES  
BEGINNING JULY 1, 2008**

**File Layout beginning July 1, 2008:**

Column A: Retailer ID  
 Column B: Record Type (030=Delete Customer from Retailer)  
 Column C: POD ID Number  
 Column D: blank  
 Column E: Customer Name  
 Column F: Customer Service Address  
 Column G: City  
 Column H: Effective Date (mmyyyy)  
 Column I: Transmission Service Type ID  
 Column J: Sink ID  
 Column K: Meter Phone Number (blank if not known)  
 Column L: Blank or 'N'  
 Column M: Response (A = Accept)  
 Column N: Reason for Cancellation  
 Column O: File Name  
 Column P: File Date

**Reasons for receiving a DEL:**

1. CUST SWITCHED SUPPLIERS
2. CUSTOMER MOVED

**EXHIBIT 5 (CONTINUED)**

**CONSUMERS ENERGY ELECTRIC CUSTOMER CHOICE  
DEL (CANCELLATIONS)  
FORMAT STYLES  
CUTOVER PERIOD: NEW POD ID NUMBER**

**File Layout during Cutover – Notifying Retailer of New POD ID Number:**

Column A: Retailer ID  
 Column B: Record Type (040=Prior to go-live: Legacy Acct Number to POD ID)  
 Column C: POD ID Number  
 Column D: Legacy Acct Number  
 Column E: Customer Name  
 Column F: Customer Service Address  
 Column G: City  
 Column H: Blank  
 Column I: Blank  
 Column J: Blank  
 Column K: Blank  
 Column L: Blank  
 Column M: Response (A = Accept)  
 Column N: Reason for Cancellation  
 Column O: File Name  
 Column P: File Date

**Reasons for receiving a DEL:**

3. NEW POD ID NUMBER

**EXHIBIT 6****CONSUMERS ENERGY ELECTRIC CUSTOMER CHOICE  
CUSTOMER STATUS REPORT  
FORMAT STYLES****File Layout:**

Column A: Current Customer Status (ie, ENROLLED, IN-PROCESS, READY, QUEUED, ACTIVE)  
Column B: Customer Name  
Column C: Customer Service Address  
Column D: City, State and Zip Code  
Column E: POD ID  
Column F: Legacy Account Number  
Column G: ROA Rate Code  
Column H: Applicable Full Service Rate Code  
Column I: Effective Date of Current Customer Status  
Column J: Max Demand  
Column K: Meter Phone Number  
Column L: Meter Verified  
Column M: Distribution Contract Required

## EXHIBIT 7

**CONSUMERS ENERGY ELECTRIC CUSTOMER CHOICE  
RETAILER BILLING SUMMARY REPORT  
FORMAT LAYOUT**

**File Layout:**

Column A:	Retailer External ID #	
Column B:	POD ID	
Column C:	Customer Name	
Column D:	Customer Service Address	
Column E:	City	
Column F:	Zip Code	
Column G:	Bill Period (MMYYYY)	
Column H:	Max Demand	
Column I:	On Peak Consumption	
Column J:	Off Peak Consumption	
Column K:	Total Consumption	
Column L:	Device Number	} Columns L thru P may repeat up to 20 times per bill month to accommodate meter exchanges & multiple devices
Column M:	Index Begin Date (MMDDYYYY)	
Column N:	Index Begin Read	
Column O:	Index End Date (MMDDYYYY)	
Column P:	Index End Read	

**File Naming Structure:**

*ECC\_(Retailer External ID #)\_Retailer\_Billing\_Summary\_yyyymmdd\_hhmmss.csv*

EXHIBIT 8



CONTRACT FOR DISTRIBUTION OF  
RETAIL OPEN ACCESS PRIMARY (ROA-P)  
ELECTRIC SERVICE

PART I

CONSUMERS ENERGY USE ONLY:

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

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

Company:

CONSUMERS ENERGY COMPANY  
a Michigan Corporation

Customer:

\_\_\_\_\_  
(Legal Name)

- Corporation
- General Partnership
- Limited Liability Company
- Other (Specify) \_\_\_\_\_
- Sole Proprietorship
- Limited Partnership
- Education\*
- 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

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.



**EXHIBIT 8 (CONTINUED)****CONTRACT FOR DISTRIBUTION OF  
RETAIL OPEN ACCESS PRIMARY (ROA-P) ELECTRIC SERVICE****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 or its successor during the term of this Agreement.
4. 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 thereof 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, 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.
  - (f) 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.
  - (g) 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.

**EXHIBIT 8 (CONTINUED)**

- (h) 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.

5. Additional Terms:



EXHIBIT 9



**CONTRACT FOR DISTRIBUTION OF  
RETAIL OPEN ACCESS SECONDARY (ROA-S)  
ELECTRIC SERVICE**

**PART I**

**CONSUMERS ENERGY USE ONLY:**

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

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

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

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

Corporation  Sole Proprietorship  
 General Partnership  Limited Partnership  
 Limited Liability Company  Education\*  
 Other (Specify) \_\_\_\_\_  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

**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.



**EXHIBIT 9 (CONTINUED)**


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**CONTRACT FOR DISTRIBUTION OF  
RETAIL OPEN ACCESS SECONDARY (ROA-S) ELECTRIC SERVICE**

**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 a 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 - Secondary 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. 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 therefor 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, 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.
  - (f) 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.
  - (g) 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.

**EXHIBIT 9 (CONTINUED)**

(h) 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.

5. Additional Terms:



**EXHIBIT 10**



**Consumers Energy Retail Open Access  
Notice of Customer Return to Full Service Form**

To ensure accurate information is received, proper completion of this form and submittal to Consumers Energy will provide notice of the identified Customer's intention to return to Full Service. Consumers Energy must receive this notice at least two business days prior to the desired date of return to Full Service.

Please fill out the form below ensuring that all sections are complete and accurate. Upon completion, fax to 816-530-4105 with hardcopy originals sent via U.S. mail or mail to Consumers Energy Business Center-Electric Customer Choice, 4000 Clay Avenue SW, PO Box 201, Grand Rapids, MI 49501-0201.

PART 1 – CUSTOMER INFORMATION					
Customer/Company Name					
Address			City	State	ZIP
PART 2 – CUSTOMER AUTHORIZATION					
I, the undersigned, am duly authorized to make changes to the above indicated electric Customer's account and hereby authorize and provide notice to Consumers Energy to return my accounts to Full Service on the date of the month/year specified below.					
Account Number and POD ID	Account Name	Service Address	City	State	Returning Date
Name of Authorized Person (PLEASE PRINT)			Customer/Company Name		
Authorized Signature			Title/Position (if applicable)		
Customer Telephone Number			Today's Date		
E-Mail Address					

Please note:

1. Submission of this form commits the Customer to return to Consumers Energy Full Service rates on the date specified.
2. Failure to fill in all boxes will result in rejection of your notice, and the form being returned to you by U.S. mail.
3. We encourage you to review your alternate electric supplier contract terms and conditions as you consider your decision. Consumers Energy has no obligation to verify that a ROA Customer is eligible to terminate service under the terms of a contract with a Retailer.
4. The Return to Full Service Notice Provision is governed by the Consumers Energy Retail Open Access (ROA) rules, specifically, section E.2.5.
5. We recommend keeping a copy of this documentation for your records.
6. Consumers Energy will acknowledge receipt of your submitted notice form, and notify your Retailer.

**EXHIBIT 11**



<b>RELEASE OF CUSTOMER INFORMATION</b>		
<input type="checkbox"/> I give full authorization for the below authorized party to discuss/receive my account(s) billing information.		
<input type="checkbox"/> I give full authorization for the below authorized party to modify/create my account(s).		
<b>Authorized Party Company Name:</b>		
<b>Authorized Party Name:</b>		
<b>Mailing Address:</b>		
<b>Phone Number::</b>		
<input type="checkbox"/> Authorization valid for all accounts under Company/Corporation name, including DBA's <input type="checkbox"/> Authorization only valid for accounts listed below (attach list if needed)		
Account Number	Service Address	Tax ID
<b><u>Portion below must be completed by Customer of Record</u></b>		
<b>Printed Name</b>		<b>Signature</b>
<b>Legal Business Name</b>		<b>Title</b>
<b>Email Address</b>		<b>Telephone Number(s)</b>
<b>Date</b>		

**Release expires 12 months after date signed.**

**In order to complete your request, we need the all the information on this form to be completed by the customer of record.**

Email Completed form to: [BusinessCenter@cmsenergy.com](mailto:BusinessCenter@cmsenergy.com) or mail to

Consumers Energy Business Center  
 4000 Clay Avenue SW  
 Grand Rapids, MI 49548-3017

## Metering

### Overview

ROA Electric Customer Choice participation requires changes in Consumers Energy's full service metering practices and the transfer of accountability for electric demand and consumption information to customers and retailers. Based on electric demand, customers are separated into two categories:

1. Secondary and residential customers with electric demand of < 20 kW
2. Primary and Large Secondary Customers with Electric Demand of > 20 kW

Customers under ROA-P and ROA-S service tariffs with electric demand of > 20 kW require interval data recording meters. The cost of time-of-use (interval data) metering is included in the monthly system access charge.

ROA-P and ROA-S service customers *not being metered with a Wireless Under Glass Meter* are required to install and activate a telephone line to the interval data meter to access the data. The cost of the telephone line installation and the monthly fees are paid by the customer or the retailer.

Secondary and residential customers with electric demand of <20 kW have the option for load profile or a Wireless Under Glass Meter which eliminates the requirement for installation and activation of a telephone line to the meter. To maintain availability of load profile the account must maintain load under 20 kW. Customer account load will be validated periodically for compliance of the 20kW requirement for participation.

If the load increases above the minimum threshold for load profiling, a Wireless Under Glass Meter or a phone line installation is required and a transfer to TOU ROA service. Consumers Energy will notify the retailer and customer if load dictates a requirement for a phone line and said account will have 90 days to complete communication line installation or return to full service will apply.

### Here's What You Need to Do

#### Time-Of-Use (TOU) Meter Installation and Telephone Line Connection

Consumers Energy will install Interval Data meters and connect them to a telephone line after being notified that an active meter telephone line has been installed. The telephone service is needed if there is not a Wireless Under Glass Meter. If Consumers Energy is unable to connect the phone to the meter due to a problem with the customer's phone line, the customer/retailer will be billed for an unnecessary service call fee and will be notified by the Consumers Energy Business Center.

## **Acquiring Telephone Service to the Meter for Non Wireless Under Glass Meters**

Retailers and customers must provide an active phone line Network Interface Device within two feet of the meter location to be served unless there is a Wireless Under Glass Meter in place. Retailers and customers can request a plain old telephone service (POTS) line from their local carrier. POTS is a term used by local carriers to describe a telephone line without call waiting, caller ID and other extra services, but includes dial-in and dial-out functionality.

The line must respond the same as a POTS line at all times and not have any devices connected to it that would automatically answer the incoming call (i.e., answering machine, fax machine, etc.). A digital line will not work with our metering technology, including Voice over IP.

When ordering a customer-owned and maintained telephone line, make sure that the termination point is as near to the meter location to be served as possible but not exceeding two feet. The network interface device needs to be weatherproof.

**Note: The Customer/Retailer Authorized Contractor may not terminate the Network Interface Device on utility equipment.**

In locations where “direct wire” or “hard phone” lines cannot be installed/connected, “cellular communications” may be utilized. These installations must perform so as to allow Consumers Energy’s data acquisition equipment to communicate with the meter. It is the customer’s responsibility to provide power to any wireless installation.

Telecommunications equipment located within substations requires High Voltage isolation. This specialized equipment is supplied and installed by the telephone carrier or a qualified contractor. Customers are responsible for the cost of the isolation equipment, if required. If the customer chooses to utilize cellular technology instead of a high-voltage isolation installation, it will be the customer’s responsibility to provide a power source to the wireless equipment. Any costs incurred by Consumers Energy are the customer’s responsibility. For larger projects, Consumers Energy will receive an upfront deposit to cover all Consumers Energy work associated with any required modifications, upfront review, or analysis.

E-mail Consumers Energy’s Business Center at [ecc@cmsenergy.com](mailto:ecc@cmsenergy.com) once the telephone line is installed and activated. The Business Center will ask you for the meter telephone number and process your ROA Electric Customer Choice request.

### **Meter Errors**

Consumers Energy, Retailers, and Customers providing and receiving electric service under ROA Electric Customer Choice need to notify the other parties as soon as they become aware of a metering error or malfunction.

Prompt reporting of metering and telephone line malfunctions will reduce the need to estimate demand and consumption. Consumers Energy will respond to all meter malfunctions reported by retailers or customers. The customer will be advised of the malfunction, and if necessary, make appropriate repairs in a timely manner. When no malfunction is found, the customer/retailer may be charged for the field visit.

If the company cannot access meter data electronically for three consecutive months, the company has the right to terminate ROA service. Report all metering malfunctions to Consumers Energy's Business Center at 1-800-805-0490 or [ecc@cmsenergy.com](mailto:ecc@cmsenergy.com).

### **Meter Maintenance and Testing**

Consumers Energy provides meter maintenance and testing for all Consumers Energy-owned recording meters. Testing procedures are performed in compliance with MPSC-mandated criteria and standards.

### **Small Secondary and Residential Customers with Electric Demand of < 20 kW**

Consumers Energy's load profiling system enables customers with electric demand of < 20 kW to participate in ROA Electric Customer Choice without replacing their existing electric meter.

Consumers Energy collects (TOU) interval meter data from a sample of small secondary and residential customers using the MV-90 Meter data collection system. This data is made available to retailers for energy market scheduling.



## GLOSSARY

**Aggregation:**

The pooling together of customers' electric loads to create a larger block of power.

**Aggregator:**

An entity that pools ROA Customers into a buying group for the purpose of purchasing large blocks of Power. A Retailer and a Broker may also act as an Aggregator.

**Alternative Electric Supplier:**

The entity making the retail sale of Power to a ROA Customer on the Company's Distribution System and in doing so:

- (i) Sells or procures Power for a ROA Customer and causes that Power to be supplied to the Company for delivery to a ROA Customer,
- (ii) Satisfies all applicable, statutory, and regulatory requirements of Michigan and Federal law, and
- (iii) Does not physically deliver Power directly to retail ROA Customers in the State

**Applicable FERC Open Access Tariff:**

The Open Access Transmission Tariff administered by the Transmission Service provider and on file with the Federal Energy Regulatory Commission (FERC), as it may be amended from time to time that applies to the Transmission Service provided to deliver Power to the Company's Distribution System.

**Average Incremental Power Cost:**

The non-weighted average of the prior 12 months of the MISO Real Time Locational Marginal Price for the "Consumers Energy Transactions (CONS.CETR)" node.

**Broker:**

An entity which acts as an agent for a power transaction but does not take title to the power.

**Bundled Services:**

The combination of services: electric generation, transmission, delivery and related support functions. This is how customers receive service under the traditional utility structure, and are billed under Company Full Service rates.

**Capacity:**

Amount of electric load or kilowatts (kW).

**Company:**

Consumers Energy Company.

**Company Full Service:**

The provision by the Company of transmission, distribution and generation service.



**Company Distribution System:**

The facilities operated by the Company for the purpose of distributing Power from the Point of Receipt to the ROA Customer.

**Company Electric Rate Book:**

The Rules and Regulations and Rate Schedules as provided for in the Company's Rate Book for Electric Service on file with the Commission.

**Delivery System:**

The wires and other equipment that move electricity to the customer.

**Deregulation:**

The process of removing regulations that direct how specific industries operate. Airline, trucking and telephone are examples of industries that have been deregulated.

**Digital Certificate:**

An electronic document issued and used to prove identity and public key ownership over the network or Internet.

**Direct Assignment Facilities:**

Additional facilities that are only needed to satisfy a request for service under ROA Service but that do not materially and substantially benefit other users of the Company's Distribution System and are not therefore an integral part of the Company's Distribution System. Direct Assignment Facilities shall be specified in a contract required under the ROA Service Contract that governs service to the ROA Customer and/or Retailer, and the costs thereof shall be paid by the ROA Customer and/or Retailer.

**Distribution Agreement-Retailer:**

Outlines retailer requirements to begin serving their retail customers, outlines the relationship between the retailer, its retail customers and Consumers Energy, covers distribution issues under MPSC jurisdiction, and provides for MDMA requirements.

**Distribution Contract Capacity:**

The Maximum Demand of the Retailer or the sum of the Maximum Demand of all the Retailer's ROA Customers, which includes Real Power Losses and which is never less than 1,000 kW.

**Electric Customer Choice (ROA):**

Consumers Energy's program for enabling its electric customers to purchase electricity from other suppliers.

**Electric System:**

Describes the production and delivery of electricity as one complete system.

**Energy Imbalance:**

When customers use more or less energy than scheduled. The difference between the total energy scheduled by the Retailer and the amount of energy delivered to the retailer's customers.

**Federal Energy Regulatory Commission (FERC):**

Originally formed in 1935 as the Federal Power Commission, the FERC has jurisdiction over wholesale power transactions and all interstate transmission of electricity.

**FERC Open Access Transmission Tariff:**

A utility's transmission tariff on file with the Federal Energy Regulatory Commission.

**FERC Orders 888 and 889:**

Order 888 requires Transmission Providers to file Open Access Transmission Tariffs. Order 889 requires Transmission Providers to create an OASIS bulletin board system on the Internet, and requires Transmission Providers to separate their transmission employees from wholesale energy sales and purchase employees.

**Generation Supplier:**

An entity that owns or has title to electric generation. A Generation Supplier may also act as a Retailer.

**Investor-Owned Utility (IOU):**

Consumers Energy is an investor-owned utility because it has shareholders.

**Independent System Operator (ISO):**

A third party that manages transmission systems owned by utilities.

**Grid:**

A managed system of interconnected power lines and generators used to meet the energy requirements of customers connected to the distribution or transmission system.

**Load Profiling:**

Estimates the amount of electricity a group of customers uses hourly over a set period based on statistical sampling techniques and forecasting.

**Loss (Losses):**

Total electric energy losses in the electrical system. The losses consist of transmission, transformation, and distribution losses between supply sources and delivery points.

**Marketer:**

A non-regulated entity which takes title to and sells Power. A Marketer may also act as a Retailer.

**Maximum Demand:**

The highest 15-minute demand created during the current month or previous 11 months.

**Meter Data Management Agent (MDMA):**

The entity responsible for entering load and generation values to the MISO market.

**Meter, Electric:**

A device that measures the amount of electricity a customer uses. The primary types of electric meters are:

**Demand:**

Measures kilowatt-hours (kW) used, and also the maximum (kW) electric use referred to as peak capacity or load.

**Energy:**

Measures electricity use, referred to as kilowatt-hours

**Interval Demand:**

Records the demand used in each measuring period. The periods are typically every 15 minutes, 30 minutes, or hour, depending on the specific meter and the way that the utility rates are calculated.

**Time-of-Use:**

Measures customer electricity use and sometimes demand, and records the data, along with the time of day, so the utility can bill the customer according to the charges established in the customer's time-differentiated rates.

**Wireless Under Glass:**

An Interval Data Meter that communicates using an Internet Protocol enabled solution through a private, high-speed and secure network owned by the Company.

**Michigan Public Service Commission (MPSC):**

Established in 1939, the MPSC is the regulatory agency for investor-owned and rural cooperative utilities in Michigan. Under the traditional regulatory environment, all rates, terms and conditions of service offered by these utilities must be approved by the MPSC.

**Midwest Independent Transmission System Operators (MISO):**

Independent nonprofit grid operator for the transmission of high-voltage electricity across much of the Midwest.

**Multivendor Translation System (MV-90):**

System used to collect time-of-use information from electric meters via telephone lines, wireless under glass meters, or portable computer devices.

**North American Electric Reliability Council (NERC):**

Formed in 1968 following the Nov.9, 1965 blackout that affected the Northeastern United States and Ontario, Canada. NERC promotes reliability of the electricity supply for North America. In short, NERC helps electric utilities and other electricity suppliers' work together to keep the lights on.

**Open Access Transmission Tariff (OATT):**

A document that sets rates and rules for using transmission services.

**Peak Demand:**

Largest hourly interval electric consumption by customer.

**Point of Delivery (POD):**

The point where the Company transfers Power from the Company's Distribution System to the ROA Customer's service location.

**Point of Receipt (POR):**

The point where the Company receives Power for delivery through the Company's Distribution System to a ROA Customer.

**Point-to-Point Transmission Service:**

The reservation and delivery of capacity and energy on a firm or non-firm basis from the point of receipt to the point of delivery.

**Power:**

A combination of the electric demand and energy which is usually expressed in kilowatts (kW).

**Power Factor:**

A clause in a rate schedule that provides for an adjustment in the billing if the customer's power factor varies from a specified percentage or range of percentages.

**Real Power Losses:**

Energy consumed in moving Power through the Company's Distribution System between the Point of Receipt and the Point of Delivery.

**Residential:**

Generally refers to service provided to homes.

**Restructuring:**

The process of changing the regulatory environment to accommodate customer choice

**Retail Customer:**

The end-use customer -connected to Consumers Energy's distribution system that purchases electricity.

**Retail Open Access (ROA) Customer:**

The end-user of electricity who requests or takes ROA Service.

**Retail Open Access (ROA) Rate Schedule:**

Retail Open Access Residential Secondary Rate ROA-R, Retail Open Access Secondary Rate ROA-S or Retail Open Access Primary Rate ROA-P.

**Retail Open Access (ROA) Service Contract:**

The initial agreement, and any amendments or supplements thereto, relating to the service transactions to be provided for a Retailer and/or ROA Customer by the Company under ROA Service.

**Retailer:**

An entity that has obtained and maintained an Alternative Electric Supplier (AES) license from the Commission, met its obligations to local governmental units to make retail sales of Power supply, has title to any Power they market and makes the retail sale of Power supply to a ROA Customer of the Company.

**Scheduling:**

The movement of power through, into, within or out of a control area.

**Slamming:**

An act of switching a customer's electric Power supplier without the customer's consent.

**Supplier:**

An alternate electricity supplier such as a retailer, aggregator or independent power producer.

**Transmission Service:**

Service that provides for the movement of Power to the Company's Distribution System.

**Unbundled Services:**

Specifies utility services line by line, such as separate delivery and supply charges, instead of being combined into one "bundled" service and fee.

**Writing or Written:**

All forms of writing including electronic and facsimiles.