

**SECTION E**  
**RETAIL OPEN ACCESS (ROA) SERVICE STANDARDS**

**E1. GENERAL PROVISIONS AND DEFINITIONS**

**E1.1 Introduction**

This tariff is designed to express the terms and conditions associated with ROA Service in the Company's Electric Customer Choice (ECC) Program, as well as provide information regarding the roles of the market participants. This tariff includes the following sections:

General Provisions and Definitions. . . . .	E1
ROA Customer Section. . . . .	E2
Retailer Section (Alternative Electric Supplier) . . . . .	E3
ROA Rate Schedules. . . . .	ROA-R, ROA-S and ROA-P

In the Company's ECC Program, the Company will maintain a relationship and primarily interact with two separate major participants, the ROA Customer and the Retailer. The Company has separately defined the retail and wholesale functions behind electric supply in a competitive environment.

**E1.2 The ROA Customer Role**

The ROA Customer is the end-user of Power at one or more locations in the State of Michigan who has facilities connected to the Company's Distribution System. Under ROA Service, the ROA Customer will conduct transactions with at least two entities - Consumers Energy and a Retailer. The ROA Customer is responsible for choosing a Retailer.

The Company's principal requirement is that the ROA Customer must already be connected to the Company's Distribution System as a Company customer or meet the requirements for new customers connecting to the Company's Distribution System. ROA *General Service* Customers *taking the resale service provision* and ROA Customers with a Maximum Demand of 300 kW or more must execute a ROA Service Contract with the Company.

**E1.3 The Retailer Role**

A Retailer is an entity that has obtained all the necessary legal approvals to sell retail electricity in the State of Michigan. Retailers take title to Power and sell Power in Michigan's retail electric market. The Retailer buys products and services needed to provide Power to ROA Customers, combines these products and services in different marketing packages, and sells the packages to ROA Customers. A Retailer must meet all applicable statutory and regulatory requirements of Michigan and Federal law. The Retailer must secure Transmission Service from the transmission service provider under the Applicable FERC Open Access Tariff.

(Continued on Sheet No. E-2.00)

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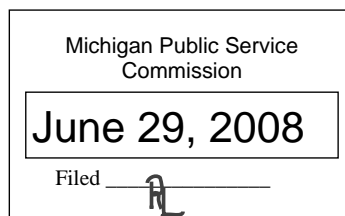
E1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

E1.4 Definitions

- (a) "Aggregator" means 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.
- (b) "Alternative Electric Supplier" means 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.
- (c) "Applicable FERC Open Access Tariff" means 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.
- (d) "Average Incremental Power Cost" means 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*.
- (e) "Broker" means an entity which acts as an agent for a Power transaction but does not take title to the Power.
- (f) "Company" means Consumers Energy Company.
- (g) "Company Full Service" means the provision by the Company of transmission, distribution and generation service.
- (h) "Company's Distribution System" means the facilities operated by the Company for the purpose of distributing Power from the Point of Receipt to the ROA Customer.
- (i) "Company's Electric Rate Book" means the Rules and Regulations and Rate Schedules as provided for in the Company's Rate Book for Electric Service on file with the Commission.
- (j) "Direct Assignment Facilities" means 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.
- (k) "Distribution Contract Capacity" means 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.
- (l) "Generation Supplier" means an entity that owns or has title to electric generation. A Generation Supplier may also act as a Retailer.

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**E1. GENERAL PROVISIONS AND DEFINITIONS (Contd)**

**E1.4 Definitions (Contd)**

- (m) "Marketer" means an entity which takes title to and sells Power. A Marketer may also act as a Retailer.
- (n) "Maximum Demand" means the highest 15-minute demand created during the current month or previous 11 months.
- (o) "Meter Data Management Agent (MDMA)" means the entity responsible for entering load and generation values to the MISO market.
- (p) "Midwest Independent Transmission System Operator (MISO)" means the independent nonprofit grid operator for the transmission of high voltage electricity across much of the Midwest.
- (q) "Point of Delivery (POD)" means the point where the Company transfers Power from the Company's Distribution System to the ROA Customer's service location.
- (r) "Point of Receipt (POR)" means the point where the Company receives Power for delivery through the Company's Distribution System to a ROA Customer.
- (s) "Power" means a combination of electric demand and energy which is usually expressed in Kilowatts (kW).
- (t) "Real Power Losses" means energy consumed in moving Power through the Company's Distribution System between the Point of Receipt and the Point of Delivery.
- (u) "Retail Open Access (ROA) Customer" means the end-user of electricity who requests or takes ROA Service.
- (v) "Retail Open Access (ROA) Rate Schedule" means Retail Open Access Residential Secondary Rate ROA-R, Retail Open Access Secondary Rate ROA-S or Retail Open Access Primary Rate ROA-P.
- (w) "Retail Open Access (ROA) Service Contract" means 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.
- (x) "Retailer" means 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.
- (y) "Slamming" means an act of switching a customer's electric Power supplier without the customer's consent.
- (z) "Transmission Service" means that service that provides for the movement of Power to the Company's Distribution System.
- (aa) "Writing" or "Written" means all forms of writing including electronic and facsimiles.

(Continued on Sheet No. E-4.00)

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**E1. GENERAL PROVISIONS AND DEFINITIONS (Contd)**

**E1.5 Application of Rules**

The Transmission Service component of ROA Service will be supplied under the Applicable FERC Open Access Tariff.

For purposes of services rendered by the Company under ROA Service, any conflicts between the terms of this tariff and the Applicable FERC Open Access Tariff shall be resolved by applying the terms of this ROA Service Tariff.

Unless otherwise provided for in this Section E, ROA Customers are subject to the Company's Electric Rate Book.

**E1.6 Reciprocity Requirement**

Reciprocity between the Company and Retailers, Marketers, Brokers, Generation Suppliers and their affiliates must be established.

- A. No Michigan-based electric utility or its affiliate shall be permitted to utilize the Company's Distribution System to make retail sales unless such utility or its affiliate provides comparable ROA Service to retail customers located within its service territory. A municipal utility or a municipal power agency is required to provide reciprocity to the extent required by Public Act 141 of 2000 and other applicable law.
- B. No Retailer that also provides retail distribution services, or that has an affiliate that provides retail distribution services, shall be permitted to utilize the Company's Distribution System to make retail sales unless the Retailer or its affiliate provides comparable ROA Service. If neither the Retailer nor its affiliate provide retail distribution services, but the transaction involves an independent intermediary (such as a Marketer or Broker), or independent Generation Supplier, the reciprocity obligation may be satisfied by the intermediary or Generation Supplier, or the regional transmission/distribution affiliate of either the intermediary or Generation Supplier.
- C. "Comparable" ROA Service is one which (i) provides for ROA Service in an amount of retail customer load relatively equivalent to that provided by the Company, and (ii) specifies rates, terms and conditions that have been approved by all applicable regulatory authorities for use in ROA Service transactions.

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**E1. GENERAL PROVISIONS AND DEFINITIONS (Contd)**

**E1.7 Compensation for Failure to Meet Tariff Obligations or Performance of Duties**

The ROA Customer or Retailer shall compensate the Company for any and all third-party costs incurred by the Company as the result of the ROA Customer's or Retailer's failure to meet any of its obligations under this Section F and the applicable ROA Rate Schedule.

The Company shall compensate the Retailer and their customers for third-party costs caused by the Company's failure to perform its duties.

**E1.8 Termination or Cancellation of Contract**

The applicable provisions of this ROA Service Tariff, any contract required under the Applicable FERC Open Access Tariff and any ROA Service Contract entered into under this tariff shall continue in effect after termination or cancellation thereof to the extent necessary to provide for final billing, billing adjustments and payments. Notwithstanding the above, if the ROA Service tariff, any contract required under the Applicable FERC Open Access Tariff or any ROA Service Contract is terminated prior to the end of its initially contemplated term, for reasons other than breach by the Company, the ROA Customer or Retailer shall be required to pay the applicable charges pursuant to the applicable tariff and contract.

**E1.9 Meter Errors, Billing Errors and Telephone or Other Communication Link Failures**

The "Technical Standards for Electric Service" shall be applicable for meter errors, meter malfunctions and billing errors. If the ROA Customer's meter is unable to be read due to a telephone or other communication link failure, the rules for billing errors apply.

Where incorrect billing results from a calculation error discovered by either the Company, the Retailer, or the ROA Customer, the error will be corrected and a revised bill for the ROA Customer and/or Retailer will be calculated and settled on the next billing period after the error is discovered.

**E1.10 Release of Customer Information**

*A. Non-Residential 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. 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.*

*B. 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.*

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**E2. ROA CUSTOMER SECTION**

**E2.1 Terms and Conditions of Service**

The ROA Service Standards and Rate Schedules set forth the rates, charges, terms and conditions of service for the delivery of Power to a ROA Customer, procured by a Retailer. Such Power shall be initially received at a designated Point of Receipt and ultimately delivered to the ROA Customer's Point of Delivery through the Company's Distribution System.

A customer's eligibility to take ROA Service is subject to the full satisfaction of any terms or conditions imposed by pre-existing contracts or tariffs with the Company.

A ROA Customer will specify only one Retailer at any given time for the supply of Power to each ROA Customer Account or ROA Customer location.

A ROA Customer shall be permitted to change Retailers. The changes will become effective at the completion of their normal billing cycle. A ROA Customer will be assessed a ROA Customer Switching Service Charge (as provided for in the ROA Rate Schedule) per account for each change. The change will be submitted to the Company electronically by the ROA Customer's Retailer as a new enrollment. *The Company will notify the ROA Customer's previous Retailer and new Retailer electronically of the effective date of the switch.*

Upon receipt of the enrollment form from the customer's Retailer, the Company shall provide a Retail Open Access Residential Secondary Rate ROA-R Customer with a pending enrollment with a Retailer a three-day notice period (beginning with the day the Company receives the enrollment from the Retailer) in which the ROA-R Customer may cancel the enrollment before the switch is executed. A Retail Open Access Secondary Rate ROA-S and Retail Open Access Primary Rate ROA-P Customer's right to cancel an enrollment shall be in accordance with the terms of their contract with their Retailer.

A ROA Service Contract may be required in compliance with the Term and Form of Contract provision of the applicable ROA Rate Schedule. Termination of ROA Service for distribution services can be initiated by the ROA Customer in accordance with the written notice and the minimum term of ROA service requirements as provided for in the "Return to Company Full Service" provision in this ROA Customer Section or initiated by the Company with a minimum of 60 days' written notice.

**E2.2 Metering**

All load served under this tariff shall be separately metered. A ROA Customer receiving electric service with a Maximum Demand of 20 kW or more shall be required to install *an Interval Data Meter*.

A ROA Customer receiving electric service through Company-owned transformation will have varying metering requirements, depending on the ROA Customer's size. The metering requirements for these ROA Customers shall be determined as follows:

<u>ROA Customer Maximum Demand</u>	<u>Required Metering</u>
Less than 20 kW	Energy-Only <i>Registering</i> Meter or Energy and Maximum Demand <i>Registering</i> Meter
20 kW or Greater	<i>Interval Data</i> Meter

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**E2. ROA CUSTOMER SECTION (Contd)**

**E2.2 Metering (Contd)**

Metering equipment for a ROA Customer shall be furnished, installed, read, maintained and owned by the Company.

For a ROA Customer with an *Interval Data* Meter, meter reading will be accomplished electronically through a ROA Customer-provided telephone line or other communication links that allow access to the meter data by the Company and are compatible with the Company's metering and billing systems. The communication link must be installed and operating prior to the ROA Customer receiving ROA Service.

If a ROA Customer is not able to allow sharing of the telephone line, the ROA Customer shall obtain a separate telephone line for such purposes paying all charges in connection therewith. The ROA Customer is responsible for assuring the performance of the telephone line or other communication links at the time of meter interrogation for billing purposes. If the Company is unable to access meter data electronically, the Company will retrieve the data manually. In the event that the Company is unable to access meter data electronically for three consecutive months, the ROA Customer's ROA Service may be terminated and the ROA Customer may be transferred to Company Full Service and be subject to the "Return to Company Full Service" provision unless telephonic access failure is due to non-performance of the telecommunications service provider. The 60-day notice requirement to terminate the ROA Customer's service does not apply in the event the Company is unable to access the ROA Customer's meter data electronically for three consecutive months and is subsequently returned to Company Full Service.

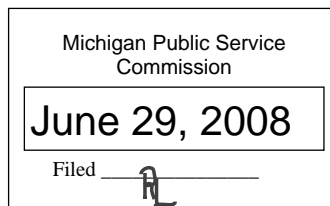
For an Energy-Only *Registering* or Energy and Maximum Demand *Registering metered* ROA Customer, the meter will be read by conventional means and the ROA Customer will not be required to provide a telephone service or other communication link.

**E2.3 Character of Service**

- A. Refer to the "Nature of Service" provision of the applicable ROA Rate Schedule.
- B. The ROA Customer with a monthly-Maximum Demand greater than or equal to 1,000 kW is not required to utilize an Aggregator.

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**E2. ROA CUSTOMER SECTION (Contd)**

**E2.4 Availability of Service**

A customer with load connected to the Company's Distribution System shall be eligible for ROA Service.

**E2.5 Term, Commencement of Service, and Return to Company Full Service**

A. Term

(1) 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 in this ROA Customer Section. 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 Section C of this rule.

(2) 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 one year from the date of their return to Company Full Service.

B. Commencement of Service

The Company shall complete all activities required of it to permit the ROA Customer to commence ROA Service within 45 days. ROA Service may not commence to a ROA Customer until metering is installed and, if applicable, when a telephone line or other communication links are installed and operating. The Company is not responsible for delays due to the ROA Customer's inability to meet its responsibilities or obligations.

A ROA *General Service* Customer *taking the resale service provision* and a ROA Customer served under ROA Primary Rate ROA-P or Retail Open Access Secondary Rate ROA-S with a Maximum Demand of 300 kW or more shall be required to execute a ROA Service Contract (which may include, but is not limited to, on-site generation, Direct Assignment Facilities, etc.) with the Company prior to commencing ROA Service.

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**E2. ROA CUSTOMER SECTION (Contd)**

**E2.5 Term, Commencement of Service, and Return to Company Full Service (Contd)**

C. 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, Term, Commencement of Service, and Return to Company Full Service - Term, 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 twelve 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 as defined below 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, in accordance with the notification requirements set forth in this rule, the ROA Customer may not rescind its notice.

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**E2. ROA CUSTOMER SECTION (Contd)**

**E2.5 Term, Commencement of Service, and Return to Company Full Service (Contd)**

**C. Return to Company Full Service – Non-Residential ROA Customers (Contd)**

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 set forth in this rule, must pay the market-based rate as defined below until the customer has met the **greater** of (i) the minimum two-year term of ROA service or (ii) the written notice requirements under this Rule E2.5, Term Commencement of Service, and Return to Company Full Service. *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 as defined below 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 backbilled at the market-based rate and be subject to all requirements of this Rule E2.5, Term, Commencement of Service, and Return to Company Full Service.

Subject to the notice and minimum term requirements above, 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 backbilled at the market-based rate as defined below.

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 as defined below.

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.

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**E2. ROA CUSTOMER SECTION (Contd)**

**E2.5 Term, Commencement of Service, and Return to Company Full Service (Contd)**

**C. Return to Company Full Service – Non-Residential ROA Customers (Contd)**

*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.*

**D. 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 twelve 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, in accordance with the notification requirements set forth in this rule, the ROA Customer may not rescind its notice.*

*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.*

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**E2. ROA CUSTOMER SECTION (Contd)**

**E2.6 Billing and Payment**

The Company will read the meter and render a bill to the ROA Customer. The Company will bill the ROA Customer for ROA Service in accordance with the applicable ROA Rate Schedule. The Company provides two ROA Customer billing options: complete billing by the Company or separate billing by the Company and the Retailer. If the Retailer elects the complete billing option, the ROA Customer will receive a single bill, which includes the Company's charges as well as the Retailer charges.

The ROA Customer shall pay the Company the amount billed on or before a due date established under the Due Date and Late Payment Charge provision of the applicable ROA Rate Schedule.

Payments received from or on behalf of a ROA Customer shall be applied in the following order:

- (a) all past due and current Company regulated distribution and distribution related charges,
- (b) past due and current Retailer Power supply charges,
- (c) other Company charges, and
- (d) other Retailer charges.

*In the event a ROA Customer makes a payment for Retailer charges to the Company, upon notice and verification from the Retailer serving the ROA Customer, the Company will return the monies to the ROA Customer.*

Partial payments resulting from disputed charges shall be allocated first to undisputed charges in each of the above four categories and then to disputed charges in each of the above four categories.

**E2.7 Shutoff of Service**

- A. The Company is the only entity allowed to physically shut off service to a ROA Customer.
- B. The Company will not shut off service to a ROA Customer who is current on the Company's bill for distribution services or who has executed a settlement agreement with the Company but is delinquent on the Retailer's bill for Power supplied to the ROA Customer.
- C. Shutoff of service to a ROA Customer for nonpayment of the Company's bill for distribution service or for any violation of the Company's tariffs shall be in accordance with the Company's Electric Rate Book.

**E2.8 ROA Service Distribution Contract Capacity**

*An Interval Data metered* ROA Customer requiring a ROA Service Contract shall contract for an amount of capacity sufficient to meet the maximum requirements of the load connected to the Company's Distribution System at the ROA Customer's Location. The ROA Service Distribution Contract Capacity will initially be set at the highest 15-minute integrated demand created during the current month or previous 11 billing months. Any single 15-minute integrated reading of the *Interval Data* Meter in any month that exceeds the ROA Service Distribution Contract Capacity then in effect shall become the new ROA Service Distribution Contract Capacity. ROA Customers not having previously established service requirements shall contract with the Company for a specified ROA Service Distribution Contract Capacity in kW sufficient to meet the maximum requirements for each Location.

(Continued on Sheet No. E-13.00)

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(Continued From Sheet No. E-12.00)

**E2. ROA CUSTOMER SECTION (Contd)**

**E2.8 ROA Service Distribution Contract Capacity (Contd)**

The ROA Service Contract for ROA Customers with on-site generation shall be set at an amount sufficient to meet the maximum requirements for that location without the on-site generation operating.

The Company will provide the necessary facilities to deliver Power from the Company's Distribution System at the ROA Service Distribution Contract Capacity. As provided for in the "Nature of Service" provision of the applicable ROA Rate Schedule, any incremental cost incurred by the Company to provide the necessary facilities to meet the ROA Customer's increased demand for distribution services over the ROA Service Distribution Contract Capacity existing when service commences under this tariff shall be the responsibility of the ROA Customer and/or Retailer. Once established, the ROA Service Distribution Contract Capacity shall not decrease during the contract term unless there is a specific permanent reduction in connected load.

**E2.9 Rates and Charges**

Refer to the applicable ROA Rate Schedule.

**E2.10 Liability and Indemnification**

Refer to the Company's Rule C1.1, Character of Service.

**E2.11 Curtailment of Service**

ROA Customers will be subject to Rule C3., Emergency Electrical Procedures. The Company shall give ROA Customers the same priorities in curtailment situations as it gives Company Full Service customers.

**E2.12 Parallel Operations Requirements**

Refer to the Company's Rule C1.6 B., Parallel Operations Requirements.

**E2.13 Dispute Resolution Procedures**

Dispute resolution procedures for ROA Customers concerning ROA Service shall be in accordance with the Company's Electric Rate Book.

(Continued on Sheet No. E-14.00)

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Continued From Sheet No. E-13.00)

**E3. RETAILER SECTION**

**E3.1 Terms and Conditions of Service**

The ROA Service Standards and Rate Schedules set forth the rates, charges, terms and conditions of service for the Retailer when enrolling and serving a ROA Customer under ROA Service. The Retailer is the retail seller of Power supply to the ROA Customer on the Company's Distribution System.

The Retailer shall complete all of the following service requirements:

- A. Has received all appropriate administrative agency approvals, including a license from the Commission to ensure adequate service to ROA Customers.
- B. Has obtained all necessary governmental approvals.
- C. Shall warrant that the ROA Customer has duly authorized the submitted enrollment and the Retailer has complied with the provisions of Public Act 141 of 2000 or any applicable Commission rules developed pursuant to Public Act 141 of 2000 to prevent Slamming.

The Company shall provide a Retail Open Access Residential Rate ROA-R Customer with a pending enrollment with a Retailer a three-day notice period (beginning with the day the Company receives the enrollment from the Retailer) in which the ROA-R Customer may cancel the enrollment before the switch is executed. If the ROA-R Customer challenges the enrollment, the switch transaction is cancelled and the affected Retailer(s) are notified. The enrolling Retailer cannot reverse the ROA-R Customer's cancellation.

A Retail Open Access Secondary Rate ROA-S and Retail Open Access Primary Rate ROA-P Customer's right to cancel an enrollment shall be in accordance with the terms of their contract with their Retailer.

- D. Has secured sufficient ROA Customer participation such that the Distribution Contract Capacity is equal to or greater than 1,000 kW *by transmission service type after applicable losses.*
- E. Has shown that it has obtained the right to generation resources sufficient to serve its ROA Customer(s) load.
- F. Has executed the agreements required under the Applicable FERC Open Access Tariff such as the Transmission Enabling Agreement and the Transmission Service Agreement. A Retailer may purchase Transmission Service from a marketer(s) who can aggregate the loads of multiple Retailers.
- G. Has completed necessary applications and processes enabling the scheduling of Transmission Service and designating the Company as the *MDMA* to act on behalf of the Retailer in providing the Retailer's ROA Customers' metered load data to *MISO*.
- H. Has submitted a certified Michigan Sales Tax Exemption Certificate to the Company, if applicable.

(Continued on Sheet No. E-15.00)

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(Continued From Sheet No. E-14.00)

**E3. RETAILER SECTION (Contd)**

**E3.1 Terms and Conditions of Service (Contd)**

- I. Has executed a ROA Service Contract (which may include, but is not limited to, a portfolio of ROA Customers, negotiated services, Direct Assignment Facilities, *MDMA Agreement*, etc.) with the Company. Termination of the ROA Service Contract, for good cause shown, can be initiated by the Retailer or Company upon 60 days' written notice so as to allow the ROA Customer time to switch to another Retailer or return to Company Full Service as provided for in the "Return to Company Full Service" provision in the ROA Customer Section.
- J. Has complied with Rule *CI.6 B.*, Parallel Operations Requirements, if applicable.

If a Retailer fails to pay amounts due the Company or otherwise fails to perform obligations undertaken in connection with service to a ROA Customer, the Company will give the ROA Customer notice of the Retailer's default. If the ROA Customer or its Retailer fails to pay amounts due the Company or otherwise fails to comply with the provisions of the applicable tariffs or agreements with the Company, ROA Service may be terminated. If the default with the Company is not cured, the ROA Customer may change its Retailer or the ROA Customer may request in writing to be returned to Company Full Service subject to the "Return to Company Full Service" provision in the ROA Customer Section.

The Company shall provide the Retailer a Retailer's Handbook setting out the service requirements in more detail to assist the Retailer in providing *power supply* to the Company's ROA Customers. *The Company shall provide all current balancing and energy delivery requirements data to an individual Retailer that newly enters the competitive residential electric market and to all Retailers when the requirements change.*

**E3.2 Creditworthiness**

*There is no creditworthiness requirement for Retailers unless the Retailer is purchasing products or services from the Company. Retailers who purchase products or services from the Company must demonstrate and maintain current creditworthiness in an amount sufficient to cover anticipated charges for all those products or services. For unsecured credit, the Retailer must provide three (3) years of audited financial statements, including notes, having an acceptable amount of positive tangible net worth, and meeting risk parameters derived from an analysis of its financial statements. The Retailer may provide alternative security or credit enhancement, such as a letter of guarantee, letter of credit or prepayment. The Company will use reasonable credit review procedures which may include, but are not limited to, review of the Retailer's statements, verification that the Retailer is not operating under state or federal bankruptcy laws, and has no pending lawsuits or regulatory proceeding or judgments outstanding which would have a material adverse affect on the Retailer and its ability to perform obligations. Affiliates of the Company must meet these same creditworthiness requirements.*

*The amount of creditworthiness required is equivalent to two months of anticipated charges for all products and services purchased from the Company.*

*Following 24 months of full and timely payment to the Company for service provided, a Retailer shall be deemed to have sufficient credit to satisfy the Company's requirement.*

(Continued on Sheet No. E-16.00)

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(Continued From Sheet No. E-15.00)

**E3. RETAILER SECTION (Contd)**

**E3.3 Electronic Business Transactions**

Unless otherwise specified by the Company in a Commission-approved tariff, Retailers shall transact all business with the Company electronically.

Unless otherwise specified by the Company in a Commission-approved tariff, all payments made to the Company by the Retailer will be made by electronic funds transfer to the Company's account.

**E3.4 Rates and Charges**

Rates and charges will be in accordance with the applicable ROA Rate Schedule and the Applicable FERC Open Access Tariff.

**E3.5 Billing, Payment, Shutoff, and Disenrollment of a Delinquent ROA Customer**

**A. Retailer Billing**

The Company shall bill the Retailer monthly for ROA Service.

**B. ROA Customer Billing and Payment to Retailer/Company**

The Company shall bill the ROA Customer monthly for ROA Service. The Retailer's charges to the ROA Customer may be billed as part of the Company's bill or may be billed separately by the Retailer at the option of the Retailer.

When the Retailer purchases billing services from the Company, the following conditions apply:

- (1) The Retailer shall provide its pricing structure detail and a rate table, in a mutually agreeable format, at least one calendar week prior to the effective date of such pricing structure and rate table. If this information is not received by this time frame, the Company has no obligation to bill on behalf of the Retailer.
- (2) ROA Customer payments for the Retailer charges billed by the Company will be transferred electronically to the Retailer within six business days after the ROA Customer payments are received. Any discrepancies in charges collected and remitted will be corrected and reflected in the next billing cycle.

(Continued on Sheet No. E-17.00)

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(Continued From Sheet No. E-16.00)

**E3. RETAILER SECTION (Contd)**

**E3.5 Billing, Payment, Shutoff and Disenrollment of a Delinquent ROA Customer (Contd)**

**B. ROA Customer Billing and Payment to Retailer/Company (Contd)**

(3) Payments received from or on behalf of a ROA Customer shall be applied in the following order:

- (a) all past due and current Company regulated distribution and distribution related charges,
- (b) past due and current Retailer Power supply charges,
- (c) other Company charges, and
- (d) other Retailer charges.

Partial payments resulting from disputed charges shall be allocated first to undisputed charges in each of the above four categories and then to disputed charges in each of the above four categories.

Retailer's charges will be prorated based on the amount owed, if there are multiple Retailers involved.

(4) Optional services may be provided by the Company pursuant to the following basic terms:

- (a) A Retailer that elects to have the Company bill its enrolled ROA Customers would pay the Company a one-time setup charge of \$4,000.
- (b) A Retailer selecting the Company billing option may select from a series of pricing plans offered by the Company. These plans would include various combinations of pricing options billed the ROA Customer such as a *System Access Charge*, per kWh charge, kW demand charge, on-peak kWh charge and/or off-peak kWh charge.
- (c) A Retailer would pay the Company a monthly transaction charge of \$30 for the billing of up to five different pricing options regardless of the number of ROA Customers billed under each pricing option selected.
- (d) The \$30 charge includes monthly billing/mailing, two price changes to the selected pricing options per year and reporting to the Retailer of the accounts billed and accounts paid.
- (e) Additional pricing options in increments of five can be purchased for \$30 with no additional setup charge. If the Retailer has more than 20 pricing options (5 increments), the cost of each increment exceeding five is \$50.
- (f) Other optional services, such as credit and collection and deviations from the above described services, will be negotiated on an individual case basis.

(Continued on Sheet No. E-18.00)

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(Continued From Sheet No. E-17.00)

**E3. RETAILER SECTION (Contd)**

**E3.5 Billing, Payment, Shutoff and Disenrollment of a Delinquent ROA Customer (Contd)**

C. Shutoff of Service

- (1) The Company is the only entity allowed to physically shut off service to a ROA Customer .
- (2) Shutoff of service to a ROA Customer for nonpayment of the Company's bill for distribution service or for any violation of the Company's tariffs shall be in accordance with the Company's Electric Rate Book. The Company will provide written notice to the Retailer ten days prior to shutoff. The Company shall not be liable for any losses to the Retailer due to shutoff .

D. Disenrollment or Shutoff of a Delinquent ROA Customer by a Retailer

The Retailer has the right to disenroll a delinquent ROA Customer. The Retailer shall comply with the "Customer Choice and Electricity Reliability Act," Public Act 141 of 2000, Section 10t, Rule B2., the "Consumer Standards and Billing Practices for Electric and Gas Residential Service" and Rule B4., the "*Billing Practices Applicable to Non-Residential Electric and Gas Customers*" that govern the shut off of service, except that instead of providing a notice of shutoff, the Retailer shall provide a notice of return to Company Full Service. This notice shall be provided to the ROA Customer (who will be subject to the "Return to Company Full Service" provision in the ROA Customer Section) and to the Company.

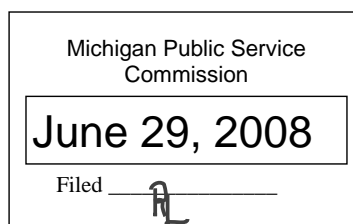
The Retailer who elects to disenroll a delinquent ROA Customer shall be assessed the ROA Customer Switching Service Charge (as provided for in the ROA Rate Schedule) and may elect to collect this charge from the delinquent ROA Customer.

(Continued on Sheet No. E-19.00)

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(Continued From Sheet No. E-18.00)

**E3. RETAILER SECTION (Contd)**

**E3.6 Dispute Resolution Procedures**

- A. In the event the Retailer has a dispute over the implementation of Transmission Service, the dispute shall be resolved between the transmission provider and the Retailer using the dispute resolution procedures as described in the Applicable FERC Open Access Tariff.
- B. In the event the Retailer has a dispute over the implementation of the Company's ROA Service Program, the following applies:
- (1) The Company will have no duty or obligation to resolve any complaints or disputes between or among Retailers, Aggregators, Alternative Electric Suppliers, Brokers, Generation Suppliers, Marketers or any combination thereof, related to but not limited to switching Retailers or Alternative Electric Suppliers, termination of ROA Service, ROA Customer enrollment or ROA Customer billing options.
  - (2) In the event of a dispute between the Company and a Retailer, the parties shall attempt, in good faith, to resolve the dispute amicably and promptly. If the dispute is not resolved in five (5) business days, the parties may attempt to resolve the dispute by promptly appointing a senior representative of each party to attempt to mutually agree upon a resolution. The two senior members shall meet within ten (10) business days. If the two senior representatives cannot reach a resolution within a 30-day period, the dispute may, on demand of either party, be submitted to arbitration as provided in this section.
  - (3) The dispute will be submitted for resolution in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules. The judgment rendered by the arbitrator may be enforced in any court having jurisdiction of the subject matter and the parties.
  - (4) The arbitrator may be determined by AAA.
  - (5) The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the parties, except as otherwise provided by law. Any award shall specify the manner and extent of the division of the costs between the parties.
  - (6) Nothing in this section shall restrict the rights of either party to file a formal complaint with an appropriate regulatory agency regarding any issue the adjudication of which lies within the exclusive jurisdiction of the regulatory agency.

(Continued on Sheet No. E-20.00)

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(Continued From Sheet No. E-19.00)

**E3. RETAILER SECTION (Contd)**

**E3.7 Load Profiling**

Retailers with ROA Customers who do not have an *Interval Data Meter* shall comply with the following provisions:

- A. *Interval Data Meters* shall be installed on a sample set of customers to achieve a statistically accurate sample. Such sample set of *Interval Data Meters* shall be furnished, installed, maintained and owned by the Company.
- B. The hourly meter data from the sample set meters, along with historical customer usage history, will be used by the Company to generate and maintain load leading profiles for each Retailer. Load leading profiles will be provided by the Company to the Retailer by 2:00 PM Eastern Time on the Tuesday before the start of the next week (or Monday if Wednesday is a holiday). The Company may adjust each profile by providing notice at least one and one-half hours in advance of the effective time of the schedule change. The load leading profiles shall be used by the Retailer to schedule Power deliveries to the Point of Receipt.

(Continued on Sheet No. E-21.00)

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(Continued From Sheet No. E-20.00)

**E3. RETAILER SECTION (Contd)**

**E3.7 Load Profiling (Contd)**

C. Monthly Energy Deviations shall be determined as follows:

- (1) The Power consumed by the Retailer's ROA Customers shall be determined as follows:
  - (a) The actual meter data will be used for those ROA Customers whose meter read dates coincide with the Retailer's designated meter read date.
  - (b) A monthly consumption estimate will be used to determine ROA Customer usage for those ROA Customers whose meter read dates do not coincide with the Retailer's designated meter read date.
- (2) The total ROA Power consumption assigned to the Retailer shall be the sum of [C.(1)] above, adjusted for Real Power Losses, for all the Retailer's ROA Customers. This sum will be compared to the Company's load leading profiles provided to the Retailer for Power delivery to the Company's Distribution System. The difference between the total ROA Power consumption assigned to the Retailer and the Company's load leading profiles provided to the Retailer for Power delivery to the Company's Distribution System is the Retailer's Monthly Energy Deviation.
- (3) The Monthly Energy Deviation shall be subject to the following:
  - (a) If the sum of the Retailer's monthly load leading profiles are **more** than the total ROA Power consumption assigned to the Retailer, the Company will pay the Retailer the Average Incremental Power Cost times the Monthly Energy Deviation.
  - (b) If the sum of the Retailer's monthly load leading profiles are **less** than the total ROA Power consumption assigned to the Retailer, the Retailer shall pay the Company the Average Incremental Power Cost times the Monthly Energy Deviation.

D. Hourly Energy Imbalances:

- (1) If the Retailer scheduled Power in accordance with the load leading profiles provided by the Company, then no hourly Energy Imbalance Charge shall occur.
- (2) If the Retailer did not schedule Power in accordance with the load leading profiles, an Hourly Energy Imbalance Charge will apply. Any Hourly Energy Imbalance shall be subject to the Energy Imbalance Service Schedule in the Applicable FERC Open Access Tariff.

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**RETAIL OPEN ACCESS RESIDENTIAL SECONDARY RATE ROA-R**

**Availability:**

Subject to any restrictions, this rate is available to any residential customer receiving service at Secondary Voltage for:

- (i) delivery of Power from the Point of Receipt to the Point of Delivery,
- (ii) any usual residential use as defined in Rule C4.3 A., Residential Usage and Rate Application,
- (iii) single-phase or three-phase equipment, provided the individual capacity of such equipment does not exceed 3 hp or 3 kW, nor does the total connected load of the home exceed 10 kW, without the specific consent of the Company, and
- (iv) service within Company designated service areas.

Service under this rate must be separately metered.

For those ROA Customers that do not have an Interval Data Meter, all Retailers shall assume that each Residential ROA Customer served under this rate has a Maximum Demand equivalent to 0.78 kW per hundred kWh of monthly use, using the month of maximum monthly consumption that occurred within the last 12 months.

**Nature of Service:**

Service under this rate shall be alternating current, 60-Hertz, single-phase or three-phase (at the Company's option) Secondary Voltage service. The Company will determine the particular nature of the voltage in each case.

The Company shall not be required to, but may expand its existing facilities to make deliveries under this tariff. The ROA Customer and/or Retailer shall be liable for any and all costs incurred as a result of an expansion of facilities made to make deliveries under this tariff.

**Metering Requirements:**

The load served under this tariff shall be separately metered by Energy-Only Registering Meters of billing quality. Such metering equipment shall be furnished, installed, maintained and owned by the Company.

The ROA Customer may elect an Interval Data Meter. Such metering equipment shall be furnished, installed, maintained and owned by the Company. The requesting ROA Customer shall be required to pay the System Access Charge in the Company *Full Service* General Service Secondary Rate *GS* for all such metering equipment.

The ROA Customer with an Interval Data Meter shall be responsible for (i) the communication links that allow access to the meter data by the Company and are compatible with the Company's metering and billing systems, and (ii) all associated costs relating to the communication links including other accompanying equipment and monthly fees.

(Continued on Sheet No. E-23.00)

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**RETAIL OPEN ACCESS RESIDENTIAL SECONDARY RATE ROA-R**  
(Continued From Sheet No. E-22.00)

**RETAILER**

**Monthly Rate - Retailer:**

**Transmission Service:**

Subject to Rule E1.5, Transmission Service must be obtained from the appropriate transmission service providers and the charges for such service shall be as specified in the Applicable FERC Open Access Tariff.

**Real Power Losses:**

The Retailer is responsible for replacing Real Power Losses of 9.062% on the Company's Distribution System associated with the movement of Power and for compensation for losses.

**General Terms and Conditions:**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00.

**Term and Form of Contract - Retailer:**

All service under this rate shall require a written ROA Service Contract between the Company and a Retailer.

**ROA CUSTOMER**

**Monthly Rate - ROA Customer:**

**ROA System Access Charge, Distribution Charge, Surcharges, Securitization Charges, General Terms, Minimum Charge and Due Date and Late Payment Charge:**

The System Access Charge, Distribution Charge, Surcharges, Securitization Charges, General Terms, Minimum Charge and the Due Date and Late Payment Charge shall be as provided for under the ROA Customer's otherwise applicable Company Full Service rate.

**ROA Stranded Cost Recovery Charge:** \$0.001200 per kWh

**ROA Customer Switching Service Charge:**

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 in compliance with Rule E2.5 D., Return to Company Full Service - Residential ROA Customers. 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.

**Term and Form of Contract - ROA Customer:**

Service under this rate shall not require a ROA Service Contract between the Company and a ROA Customer.

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**RETAIL OPEN ACCESS SECONDARY RATE ROA-S**

**Availability:**

Subject to any restrictions, this rate is available to any Non-Residential customer receiving Secondary Service for:

- (i) delivery of Power from the Point of Receipt to the Point of Delivery,
- (ii) service within Company designated service areas, and
- (iii) resale service in accordance with Rule C4.4, Resale.

This rate is also available to a ROA-P Customer where the Company elects to provide one transformation from the available Primary Voltage to another available Primary Voltage desired by the customer.

Service under this rate must be separately metered.

For those ROA Customers that do not have an Interval Data Meter, all Retailers shall assume that each Secondary ROA Customer served under this rate has a Maximum Demand equivalent to 0.70 kW per hundred kWh of monthly use, using the month of maximum monthly consumption that occurred within the last 12 months.

This rate is not available *for unmetered general service or for any unmetered or metered lighting service.*

**Nature of Service:**

Service under this rate shall be alternating current, 60-Hertz, single-phase or three phase (at the Company's option) Secondary Voltage service. The Company will determine the particular nature of the voltage in each case.

When the service is three-phase, 3-wire, lighting may be included, provided the ROA Customer furnishes all transformation facilities required for such purpose, and so arranges the lighting circuits as to avoid excessive unbalance of the three-phase load. Service for the individual capacity of single-phase or three-phase equipment shall not exceed 3 hp or 3 kW, nor does the total connected load exceed 10 kW, without the specific consent of the Company.

The Company shall not be required to, but may expand its existing facilities to make deliveries under this tariff. The ROA Customer and/or Retailer shall be liable for any and all costs incurred as a result of an expansion of facilities made to make deliveries under this tariff.

(Continued on Sheet No. E-25.00)

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**RETAIL OPEN ACCESS SECONDARY RATE ROA-S**  
(Continued From Sheet No. E-24.00)

**Metering Requirements:**

The ROA Customer with a Maximum Demand of less than 20 kW shall be separately metered by an *Energy Registering Meter*, with or without maximum demand *registers*, of billing quality. Such metering equipment shall be furnished, installed, maintained and owned by the Company.

The ROA Customer with a Maximum Demand of less than 20 kW may elect to install an *Interval Data Meter*. Such metering equipment shall be furnished, installed, maintained and owned by the Company. The requesting ROA Customer shall be required to pay the *System Access Charge*, as provided for under the ROA Customer's otherwise applicable Company Full Service rate, for all such metering equipment.

The ROA Customer with a Maximum Demand of 20 kW or more shall be separately metered by an *Interval Data Meter* of billing quality. Such metering equipment shall be furnished, installed, maintained and owned by the Company. The ROA Customer shall be required to pay the *System Access Charge*, as provided for under the ROA Customer's otherwise applicable Company Full Service rate, for all such metering equipment.

The ROA Customer with an *Interval Data Meter* shall be responsible for (i) the communication links that allow access to the meter data by the Company and are compatible with the Company's metering and billing systems, and (ii) all associated costs relating to the communication links including other accompanying equipment and monthly fees.

**RETAILER:**

**Monthly Rate - Retailer:**

**Transmission Service:**

Subject to Rule E1.5, Transmission Service must be obtained from the appropriate transmission service providers and the charges for such service shall be as specified in the Applicable FERC Open Access Tariff.

**Real Power Losses:**

The Retailer is responsible for replacing Real Power Losses of 9.062% on the Company's Distribution System associated with the movement of Power and for compensation for losses.

**General Terms and Conditions:**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00.

**Term and Form of Contract - Retailer:**

All service under this rate shall require a written ROA Service Contract between the Company and a Retailer.

(Continued on Sheet No. E-26.00)

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Issued June 25, 2008 by  
J. G. Russell,  
President and Chief Operating Officer,  
Jackson, Michigan



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dated June 19, 2008  
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**RETAIL OPEN ACCESS SECONDARY RATE ROA-S**  
(Continued From Sheet No. E-25.00)

**ROA CUSTOMER**

**Monthly Rate - ROA Customer:**

**ROA System Access Charge, Distribution Charge, Surcharges, Securitization Charges, General Terms, Adjustment for Power Factor, Minimum Charge and Due Date and Late Payment Charge:**

The System Access Charge, Distribution Charge, Surcharges, Securitization Charges, General Terms, Adjustment for Power Factor, Minimum Charge and the Due Date and Late Payment Charge shall be as provided for under the ROA Customer's otherwise applicable Company Full Service rate.

**ROA Stranded Cost Recovery Charge:** \$0.001200 per kWh

**ROA Customer Switching Service Charge:**

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 in compliance with Rule E 2.5 C., Return to Company Full Service - *Non-Residential ROA Customers*. 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.

**Term and Form of Contract - ROA Customer:**

*All service under this rate has a minimum term of two years.*

All resale service under this rate **shall** require a written ROA Service Contract, with a minimum term of two years, between the Company and a ROA Customer.

All service under this rate **shall** require a written ROA Service Contract, with a minimum term of two years, between the Company and a ROA Customer with a Maximum Demand of 300 kW or more.

For a ROA Customer with a Maximum Demand of less than 300 kW, service under this rate **may**, at the Company's option, require a written ROA Service Contract with a minimum term of two years.

A new ROA Service Contract will not be required for an existing ROA Customer who increases their demand requirements after initiating service unless new or additional facilities are required.

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**RETAIL OPEN ACCESS PRIMARY RATE ROA-P**

**Availability:**

Subject to any restrictions, this rate is available to any customer receiving service at a Primary Voltage for the delivery of Power from the Point of Receipt to the Point of Delivery and for resale service in accordance with Rule C 4.4, Resale.

This rate is not available to a ROA-P Customer where the Company elects to provide one transformation from the available Primary Voltage to another available Primary Voltage desired by the customer. This ROA Customer must take service under Retail Open Access Secondary Rate ROA-S.

This rate is not available *for unmetered general service or for any unmetered or metered lighting service.*

Service under this rate shall be separately metered. Separate metering is not required for any customer receiving service pursuant to Rate E-1, so long as the customer maintains a contractually-established level of base usage described on both a demand and energy basis. The Retailer shall deliver a flat, fixed amount of power every hour of every day.

Any ROA Customer whose monthly minimum Maximum Demand is less than 1,000 kW must utilize an Aggregator.

**Nature of Service:**

Service under this rate shall be alternating current, 60-Hertz, single-phase or three-phase (at the Company's option) Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

The Company shall not be required to, but may expand its existing facilities to make deliveries under this tariff. The ROA Customer and/or Retailer shall be liable for any and all costs incurred as a result of an expansion of facilities made to make deliveries under this tariff.

**Metering Requirements:**

The load under this tariff shall be separately metered by an Interval Data Meter of billing quality. Such metering equipment shall be furnished, installed, maintained and owned by the Company. The ROA customer shall be required to pay the System Access Charge, as provided for under the ROA customer's otherwise applicable Company Full Service rate, for all such metering equipment.

The ROA Customer with an Interval Data Meter shall be responsible for (i) the communication links that allow access to the meter data by the Company and are compatible with the Company's metering and billing systems, and (ii) all associated costs relating to the communication links including other accompanying equipment and monthly fees.

**RETAILER**

**Monthly Rate - Retailer:**

**Transmission Service:**

Subject to Rule E1.5, Transmission Service must be obtained from the appropriate transmission service providers and the charges for such service shall be as specified in the Applicable FERC Open Access Tariff.

**Real Power Losses:**

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

	<u>Meter Point</u>	
	<u>High Side</u>	<u>Low Side</u>
Customer Voltage Level 1	0.000%	0.567%
Customer Voltage Level 2	2.100%	2.961%
Customer Voltage Level 3	5.316%	9.062%

(Continued on Sheet No. E-28.00)

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**RETAIL OPEN ACCESS PRIMARY RATE ROA-P**  
(Continued From Sheet No. E-27.00)

**RETAILER** (Contd)

**Monthly Rate - Retailer: (Contd)**

**General Terms and Conditions:**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00.

**Term and Form of Contract - Retailer:**

All service under this rate shall require a written ROA Service Contract between the Company and a Retailer .

**ROA CUSTOMER**

**Monthly Rate - ROA Customer:**

**ROA System Access Charge, Distribution Charge, Surcharges, Securitization Charges, General Terms, Adjustment for Power Factor, Substation Ownership Credit, Minimum Charge and Due Date and Late Payment Charge:**

The *System Access* Charge, Distribution Charge, Surcharges, Securitization Charges, General Terms, Adjustment for Power Factor, Substation Ownership Credit, Minimum Charge and the Due Date and Late Payment Charge shall be as provided for under the ROA Customer's otherwise applicable Company Full Service rate.

**ROA Stranded Cost Recovery Charge:** \$0.001200 per kWh

**ROA Customer Switching Service Charge:**

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 in compliance with Rule E 2.5 C., Return to Company Full Service - *Non-Residential ROA Customers*. 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.

**Term and Form of Contract - ROA Customer:**

*All service under this rate has a minimum term of two years.*

All resale service under this rate **shall** require a written ROA Service Contract, with a minimum term of two years, between the Company and a ROA Customer.

All service under this rate **shall** require a written ROA Service Contract, with a minimum term of two years, between the Company and a ROA Customer with a Maximum Demand of 300 kW or more.

For a ROA Customer with a Maximum Demand of less than 300 kW, service under this rate **may**, at the Company's option, require a written ROA Service Contract with a minimum term of two years.

A new ROA Service Contract will not be required for an existing ROA Customer who increases their demand requirements after initiating service unless new or additional facilities are required.

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