

SECTION F
RETAIL OPEN ACCESS (ROA) SERVICE STANDARDS

F1. GENERAL PROVISIONS AND DEFINITIONS

F1.1 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	F1
ROA Customer Section	F2
Retailer Section (Alternative Electric Supplier)	F3
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.

F1.2 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 Resale Customers, ROA Streetlighting Customers and ROA Customers with a Maximum Demand of 300 kW or more must execute a *ROA* Service Contract with the Company.

F1.3 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. F-2.00)

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(Continued From Sheet No. F-1.00)

F1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

F1.4 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) "Available Transfer Capability" means the amount of available Transmission Service from the Point of Receipt to the Point of Delivery available for further commercial uses, consistent with the Applicable FERC Open Access Tariff.
- (e) "Average Incremental Power Cost" means the non-weighted average of the prior 12 months of the Company's actual average hourly costs to serve the last 10 MW utilized to supply the Company's native load based on the replacement cost of fuel (including fuel handling), unit heat rate corrected for actual operating conditions, start-up costs, incremental operations and maintenance costs (including emission allowances), purchased and interchange power costs and taxes.
- (f) "Broker" means an entity which acts as an agent for a Power transaction but does not take title to the Power.
- (g) "Company" means Consumers Energy Company.
- (h) "Company Full Service" means the provision by the Company of transmission, distribution and generation service.
- (i) "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.
- (j) "Company's Electric Rate Schedule" means the Company's Schedule of Rates Governing the Sale of Electric Service on file with the Michigan Public Service Commission.
- (k) "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.

(Continued on Sheet No. F-3.00)

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F1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

F1.4 Definitions (Contd)

- (l) "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.
- (m) "Generation Supplier" means an entity that owns or has title to electric generation. A Generation Supplier may also act as a Retailer.
- (n) "Marketer" means an entity which takes title to and sells Power. A Marketer may also act as a Retailer.
- (o) "Maximum Demand" means the highest 15-minute demand created during the current month or previous 11 months.
- (p) "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.
- (q) "Point of Receipt (POR)" means the point where the Company receives Power for delivery through the Company's *Distribution System* to a ROA Customer.
- (r) "Power" means a combination of electric demand and energy which is usually expressed in kilowatts (kW).
- (s) "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.
- (t) "Retail Open Access (ROA) Customer" means the end-user of electricity who requests or takes *ROA Service*.
- (u) "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*.
- (v) "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*.
- (w) "Retailer" means an entity that has obtained and maintained an Alternative Electric Supplier (AES) license from the Michigan Public Service 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.
- (x) "Slamming" means an act of switching a customer's electric Power supplier without the customer's consent.
- (y) "Transmission Service" means that service that provides for the movement of Power to the Company's *Distribution System*.
- (z) "Writing" or "Written" means all forms of writing including electronic and facsimiles.

(Continued on Sheet No. F-4.00)

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F1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

F1.5 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 F, *ROA Customers* are subject to the Company's Electric Rate Schedule.

F1.6 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.

(Continued on Sheet No. F-5.00)

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F1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

F1.7 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.

F1.8 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.

F1.9 Meter Errors, Billing Errors and Telephone or Other Communication Link Failures

The "Rules Governing Services Supplied by Electric Utilities" 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.

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F2. ROA CUSTOMER SECTION

F2.1 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.

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.*

F2.2 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 a Time-of-Use 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 Recording Meter or Energy and Maximum Demand Recording Meter
20 kW or Greater	Time-of-Use Meter

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F2. ROA CUSTOMER SECTION (Contd)

F2.2 Metering (Contd)

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

For a ROA Customer with a Time-of-Use 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 Recording or Energy and Maximum Demand Recording 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.

F2.3 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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F2. ROA CUSTOMER SECTION (Contd)

F2.4 Availability of Service

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

F2.5 Term, Commencement of Service, and Return to Company Full Service

A. Term

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 of 30 or 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.

When more than ten percent (10%) of the customer load in kilowatt-hours for any of the three rate classes (residential, commercial and industrial) is served under *ROA* Service, ROA Customers in that class must provide 60 days' written notice, *otherwise 30 days' notice is required*.

Any ROA Customer who elected ROA Service prior to January 10, 2006 will be subject to a minimum term of one year.

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 Resale Customer, a ROA Streetlighting Customer 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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F2. ROA CUSTOMER SECTION (Contd)

F2.5. Term, Commencement of Service, and Return to Company Full Service (Contd)

C. Return to Company Full Service

A ROA Customer may initiate the return to Company Full Service by contacting the Company or its Retailer. 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 30 or 60 days' written notice required in paragraph F2.5.A, 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)	or December 1	(30 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)	or September 1	(30 days' notice)
November	Due September 1	(60 days' notice)	or October 1	(30 days' notice)
December	Due October 1	(60 days' notice)	or November 1	(30 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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F2. ROA CUSTOMER SECTION (Contd)

F2.5. Term, Commencement of Service, and Return to Company Full Service (Contd)

C. Return to Company Full Service (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 F2.5.

Retailer Default: If a Retailer defaults, a ROA Customer who returns to Company Full Service before the 30 or 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 30 or 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 30 or 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 F2.5.

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 (plus a 10% adder for power supply costs from June 1 through September 30) 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 the Company's highest hourly incremental cost of any generation or purchases of Power (plus a 10% adder for June 1 through September 30), plus allocated capacity costs associated with capacity purchases required to meet the ROA Customer's peak load, plus applicable transmission charges, computed on a monthly basis.

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F2. ROA CUSTOMER SECTION (Contd)

F2.6 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.

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.

F2.7 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 Schedule.

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F2. ROA CUSTOMER SECTION (Contd)

F2.8 ROA Service Distribution Contract Capacity

A Time-of-Use 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 Time-of-Use 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.

An Energy -Only Recording or Energy and Maximum Demand Recording Metered ROA Customer shall not have to execute a *ROA* Service Contract, unless the ROA Customer elects Resale or Streetlighting Service.

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.

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F2. ROA CUSTOMER SECTION (Contd)

F2.9 Rates and Charges

Refer to the applicable *ROA* Rate Schedule.

F2.10 Liability and Indemnification

Refer to the Company's Rule B10.1., Character of Service.

F2.11 Curtailment of Service

ROA Customers will be subject to the Emergency Electrical Procedures contained in Rule B12. The Company shall give *ROA Customers* the same priorities in curtailment situations as it gives Company Full Service customers.

F2.12 Parallel Operations Requirements

Refer to the Company's Rule B10.6C., Parallel Operations Requirements.

F2.13 Dispute Resolution Procedures

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

(Continued on Sheet No. F-13.00)

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(Continued From Sheet No. F-12.00)

F3. RETAILER SECTION

F3.1 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 Michigan Public Service Commission to ensure adequate service to *ROA* Customers.
- B. Has obtained all necessary governmental approvals.
- C. Shall warrant that the Rate *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 Michigan Public Service 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.
- 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 Meter Data Management Agent to act on behalf of the Retailer in providing the Retailer's ROA Customers' metered load data to the Midwest Independent Transmission System Operator.*
- H. Has submitted a certified Michigan Sales Tax Exemption Certificate to the Company, if applicable.

(Continued on Sheet No. F-14.00)

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(Continued From Sheet No. F-13.00)

F3. RETAILER SECTION (Contd)

F3.1 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*, 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 B10.6C., *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* (in electronic or hard copy form) setting out the service requirements in more detail to assist the Retailer in providing Power supplies to the Company's *ROA Customers*.

F3.2 Creditworthiness

The Retailer must demonstrate and maintain current creditworthiness in an amount sufficient to cover anticipated charges for all services provided by the Company. 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 financial statements, verification that the Retailer is not operating under state or federal bankruptcy laws, and has no pending lawsuits or regulatory proceedings or judgments outstanding which would have a material adverse effect on the Retailer and its ability to perform its obligations. Company affiliates are subject to these same requirements and must provide proof of creditworthiness consistent with the code of conduct approved by the Commission.

The Retailer shall provide an amount of credit equal to two months of anticipated **distribution-related charges**. This requirement for distribution-related charges will terminate once the Retailer has accumulated 24 months of good payment history. Twenty-four months of good payment history as a *Company Full Service* customer and/or as a *ROA Customer* will satisfy this credit requirement.

(Continued on Sheet No. F-15.00)

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F3. RETAILER SECTION (Contd)

F3.3 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.

F3.4 Rates and Charges

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

F3.5 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. F-16.00)

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(Continued From Sheet No. F-15.00)

F3. RETAILER SECTION (Contd)

F3.5 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 customer 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/mailling, 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. F-17.00)

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(Continued From Sheet No. F-16.00)

F3. RETAILER SECTION (Contd)

F3.5 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 Schedule. 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, the "Consumer Standards and Billing Practices for Residential Customers" (R460.2101 et seq.) and the "Commercial and Industrial Standards and Billing Practices" (R460.3903 et seq.) 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. F-18.00)

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(Continued From Sheet No. F-17.00)

F3. RETAILER SECTION (Contd)

F3.6 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. F-20.00)

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(Continued From Sheet No. F-18.00)

F3. RETAILER SECTION (Contd)

F3.7 Curtailment of Service

ROA Customers will be subject to the Emergency Electrical Procedures contained in Rule B12. The Company shall give ROA Customers the same priorities in curtailment situations as it gives Company Full Service customers.

F3.8 Load Profiling

Retailers with ROA Customers who do not have demand and energy hourly recording (Time-of-Use) meters shall comply with the following provisions:

- A. Time-of-Use meters shall be installed on a sample set of customers to achieve a statistically accurate sample. Such sample set of Time-of-Use 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. F-21.00)

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(Continued From Sheet No. F-20.00)

F3. RETAILER SECTION (Contd)

F3.8 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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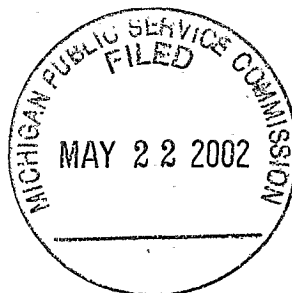
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RETAIL OPEN ACCESS RESIDENTIAL *SECONDARY* RATE ROA-R

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 B13.3 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 the total capacity of 10 hp or 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 demand and energy hourly recording (Time-of-Use) meters, 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 recording meters of billing quality. Such metering equipment shall be furnished, installed, maintained and owned by the Company.

The ROA Customer may elect a demand and energy hourly recording (Time-of-Use) meter. Such metering equipment shall be furnished, installed, maintained and owned by the Company. The requesting ROA Customer shall be required to pay the higher ROA Customer Charge for all such metering equipment.

The ROA Customer with a Time-of-Use 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.

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RETAIL OPEN ACCESS RESIDENTIAL *SECONDARY* RATE ROA-R
(Continued From Sheet No. F-23.00)

RETAILER

Monthly Rate - Retailer:

Transmission Service:

Subject to Rule F1.5, 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 9.81% *on the Company's Distribution System* associated with the movement of Power *and for compensation for losses as provided for* in the Applicable FERC Open Access Tariff.

General Terms and Conditions:

This rate is subject to all general terms and conditions shown on Sheet No. E-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 Customer Charge, Distribution Charge, Surcharges, Securitization Charges, General Terms, Minimum Charge and Due Date and Late Payment Charge:

The Customer 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 ROA Customer may choose to return to Company Full Service at the end of any billing month in compliance with Rule F2.5 C., Return to Company Full Service.* 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.

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 nonresidential 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 B13.4, 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 demand and energy hourly recording (Time-of-Use) meters, 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 to General Service Company-Owned Streetlighting Rate L-3 or General Service Outdoor Lighting Rate L-4 Customers.

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 the total capacity of 10 hp or 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. F-27.00)

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RETAIL OPEN ACCESS SECONDARY RATE ROA-S
(Continued From Sheet No. F-26.00)

Metering Requirements:

The ROA Customer with a Maximum Demand of less than 20 kW shall be separately metered by an energy recording meter, with or without maximum demand recorders, 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 a demand and energy hourly recording (Time-of-Use) meter. Such metering equipment shall be furnished, installed, maintained and owned by the Company. The requesting ROA Customer shall be required to pay the higher ROA Customer Charge for all such metering equipment.

The ROA Customer with a Maximum Demand of 20 kW or more shall be separately metered by a demand and energy hourly recording (Time-of-Use) 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 higher ROA Customer Charge for all such metering equipment.

The ROA Customer with a Time-of-Use 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 F1.5, 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 9.81% *on the Company's Distribution System* associated with the movement of Power *and for compensation for losses as provided for* in the Applicable FERC Open Access Tariff.

General Terms and Conditions:

This rate is subject to all general terms and conditions shown on Sheet No. E-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. F-28.00)

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RETAIL OPEN ACCESS SECONDARY RATE ROA-S
(Continued From Sheet No. F-27.00)

ROA CUSTOMER

Monthly Rate - ROA Customer:

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

The Customer 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 ROA Customer may choose to return to Company Full Service at the end of any billing month in compliance with Rule F2.5 C., Return to Company Full Service. 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 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 streetlighting 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. A newly connected streetlighting customer shall be required to remain on a Company service rate for a minimum term of five years or more.

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.

Issued January 12, 2006 by
J. G. Russell,
President, Electric and Gas,
Jackson, Michigan



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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 B13.4, 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.

Service under this rate shall be separately metered.

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 demand and energy hourly recording (Time-of-Use) meters of billing quality. Such metering equipment shall be furnished, installed, maintained and owned by the Company.

The ROA Customer with a Time-of-Use 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 F1.5, 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 as provided for* in the Applicable FERC Open Access Tariff.

	Meter Point	
	High Side	Low Side
Customer Voltage Level 1	0.00%	0.33%
Customer Voltage Level 2	1.74%	2.08%
Customer Voltage Level 3	4.40%	7.78%

(Continued on Sheet No. F-31.00)

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RETAIL OPEN ACCESS PRIMARY RATE ROA-P
(Continued From Sheet No. F-30.00)

RETAILER (Contd)

Monthly Rate - Retailer: (Contd)

General Terms and Conditions:

This rate is subject to all general terms and conditions shown on Sheet No. E-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 Customer 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 Customer 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 ROA Customer may choose to return to Company Full Service at the end of any billing month in compliance with Rule F2.5 C., Return to Company Full Service.* The ROA Customer Switching Service Charge shall not be applied 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 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 energy-only streetlighting 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. A newly connected energy-only streetlighting customer shall be required to remain on a Company service rate for a minimum term of five years or more.

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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