

CONTRACT FOR PARTICIPATION IN THE VOLUNTARY NATIONAL RENEWABLE ENERGY CREDIT PROGRAM



PART I – PROGRAM ENROLLMENT DETAIL

(Customer Name, "Customer")

Subscription Information:

Contract Account Number: _____

If enrolling more than one facility, utilize Attachment A

Annual Maximum Demand (MW): _____

Annual Projected Subscribed Usage (kWh): _____

The Annual Projected Subscribed Usage (kWh) amount is requested for Consumers Energy Company's planning purposes only.

Subscription Level: _____ % (see Part II, Section 4)

REC Price: \$0.005/kWh

Procurement Option: One-time Monthly

Renewable Energy Credit (REC) Treatment: Retire RECs on subscriber's behalf Transfer RECs to subscriber
(see Part II, Section 8)

Subscription Term:

One year minimum required.

Effective Start Date: _____

Effective End Date: _____ or Bill month prior to REP or Solar Gardens subscription commencing

Resource Specification (optional):

REC Fuel Type: Solar Wind

REC Vintage (Year/s Generated): _____

Other Specification(s): _____

Contact Information:

Energy Contact to be contacted regarding program updates and enrollment inquiries. Accounting Contact to be contacted regarding billing or payment inquiries.

Energy Contact

Name: _____

Title: _____

Phone Number: _____

Email: _____

Address: _____

Accounting Contact

Name: _____

Title: _____

Phone Number: _____

Email: _____

Address: _____

Part II, Terms and Conditions are a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY COMPANY

(Customer Name)

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

Date: _____

Date: _____

PART II TERMS AND CONDITIONS

1. **Request for Service:** Consumers Energy Company ("Company") agrees to supply, and the Customer agrees to purchase hereunder, Renewable Energy Credits (RECs) identified in Part I in accordance with the Company's Renewable Energy Credit (REC) Program [Tariff](#), a copy of which is attached hereto and made a part hereof, and in accordance with such tariff amendments thereto as may be filed with and approved by the Michigan Public Service Commission (MPSC) during the term of this Agreement.
2. **Rate Schedule for Electric Service:** This Agreement does not include the providing of electric service. Electric service will be provided at an available rate in accordance with the appropriate Rate Schedule in Section D of the [Electric Rate Book](#).
3. **Application of Rate Schedule:** Such service shall be governed by the Company's Electric Rate Book and such future revisions and amendments thereof, supplements thereto or substitutions therefore as may be filed with and approved by the MPSC during the term of this Agreement.
4. **Subscription Level:** The Subscription Level is the percentage of the Customer's participating account(s) energy use to be matched with RECs. The minimum participation match is 1% of energy use for each enrolled Customer account. The Customer may select participation levels in 1% whole number increments up to 100% of their total energy use (subscriptions will be rounded to nearest whole MWh (i.e., 1,000 kWh) value).
5. **Subscription Payments:** Customer will pay the full cost of RECs procured on their behalf on a per kilowatt-hour (kWh) basis on their Consumers Energy bill. Initial subscription fees will be based on a REC value for the most current year (using the most recent available information at the time of REC Program enrollment as published quarterly) in the Midwest Market Notes by Clear Energy Brokerage and Consulting, LLC, or a successor publication, plus a \$0.002 per kWh administrative fee to support program administration and REC procurement. Subscription fees shall be adjusted on an annual basis using the most recent available values at that time. Should REC prices, referenced above, increase 25% or more above current program subscription costs for the REC component of the charge during the year, then the subscription fee will be adjusted quarterly.
6. **Annual Reconciliation:** An annual reconciliation will be completed by March 31 for each proceeding program year, and customers will be charged or credited any underage or overage in actual REC procurement costs. Participating customers have the option of an annual subscription to procure a full year of RECs by the first quarter of the following year of participation and pay the actual cost of subscribed RECs and the same \$0.002 per kWh administrative fee to support program administration and REC procurement.
7. **Procurement Option:** Customer must select one REC procurement option as described below to facilitate enrollment:
 - 1) **One-time:** REC charges to be applied to customer's designated account(s) as a one-time invoice.
 - 2) **Monthly:** REC charges to be applied to customer's designated account(s) monthly, on their standard electric utility bill(s).
8. **Renewable Energy Credit (REC) Treatment:** Customer must select one REC treatment option as described below to facilitate enrollment:
 - 1) **Retire RECs:** Company will track and retire the RECs in the Customer's name via a REC tracking system or through attestation associated with the Customer's subscription.
 - 2) **Transfer RECs:** Company will transfer the RECs via a REC tracking system or through attestation associated with the Customer's subscription to the Customer (if available, otherwise the Company will retire the RECs).

REC transfers and/or retirement will take place by March 31 of the following year, annually. An attestation will be provided by March 31 to Customer indicating the volume and serial numbers of RECs transferred and/or retired.
9. **Subscription Term:** Customer is entering into this Agreement as a REC procurement contract with a minimum term of 12 months. Effective start and end dates for this Agreement are noted in Part I, Subscription Information.

- 10. Resource Specification:** Customer may specify a renewable fuel type, age of REC, or other requested specification and will pay any premium costs associated with such REC procurement under this Agreement. This premium will be applied and may be recalculated annually.
- 11. REC Procurement:** The Company shall procure RECs on behalf of the Customer (at the subscription level selected by Customer noted in Part I), which may be on a monthly, quarterly or annual basis at the Company's discretion.
- 12. Early Termination of Contract:** If Customer chooses to terminate this contract early, Customer will pay an early termination fee in the amount of both (1) the subscribed RECs to which the Company is contracted for the Customer at the time of termination (in no event shall Company contract for additional RECs for Customer once Company receives Customer's notice of termination) and for (2) RECs procured on the Customer's behalf, unless the terminating Customer's subscription level is adopted by another eligible customer. Customer may select varying annual percentages of participation, including 0%, should REC procurement only be needed in certain periods.
- 13. Entire Agreement:** This Agreement inures to and binds the heirs, administrators, successors and assigns of the respective parties hereto. There are no understandings or agreements between the parties to this Agreement in relation to electric service at Customer's sites except as contained herein. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof and constitutes the entire agreement of the parties. This Agreement shall not be transferred by Customer or otherwise alienated without Company's written consent; any such attempted transfer without Company's written consent shall be void.
- 14. Limitation of Liability:** The Company's maximum liability to Customer arising from Customer's enrollment and participation in the REC Program will be limited to the refund of any payments the Customer pays to the Company under this contract.
- 15. Dispute Resolution:** The parties to this Agreement agree the service provided hereunder is subject to the exclusive jurisdiction of the MPSC. The parties agree to attempt to resolve any dispute arising out of this Agreement in good faith. The parties agree, in the event they are unable to resolve any dispute arising out of this Agreement, any claim arising out of this Agreement and service provided hereunder shall be made exclusively at the MPSC.
- 16. Counterparts and Electronic Documents:** This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceedings as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

ATTACHMENT A – ACCOUNT LIST TO ENROLL

	Facility Name	Contract Account #	Total Estimated Annual Consumption (kWh)	Subscription Level (%)	Annual Contract Quantity (kWh)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

If you are enrolling more accounts that this form allows, request an excel copy of this form by emailing: GreenPower@cmsenergy.com.