

General Offices:

One Energy Plaza  
Jackson, MI 49201

Tel: (517) 788-0550  
Fax: (517) 768-3644

\*Washington Office:

1730 Rhode Island Ave. N.W.  
Suite 1007  
Washington, DC 20036

Tel: (202) 778-3340  
Fax: (202) 778-3355

Writer's Direct Dial Number: (517) 788-0698

Writer's E-mail Address: gary.genschjr@cmsenergy.com

LEGAL DEPARTMENT

SHAUN M. JOHNSON  
Senior Vice President  
and General Counsel

MELISSA M. GLEESPEN  
Vice President, Corporate  
Secretary and Chief  
Compliance Officer

KELLY M. HALL  
Vice President and Deputy  
General Counsel

Emerson J. Hilton  
Adam C. Smith  
Bret A. Totoraitis  
Assistant General Counsel

Robert W. Beach  
Don A. D'Amato  
Gary A. Gensch, Jr.  
Matthew D. Hall  
Georgine R. Hyden  
Katie M. Knue  
Robert F. Marvin  
Jason M. Milstone  
Rhonda M. Morris  
Deborah A. Moss\*  
Chantez L. Pattman  
Michael C. Rampe  
Scott J. Sinkwitts  
Spencer A. Sattler  
Theresa A.G. Staley  
Maribeth Tabaka  
Janae M. Thayer  
Anne M. Uitvlugt  
Aaron L. Vorce  
Attorney

December 22, 2022

Ms. Lisa Felice  
Executive Secretary  
Michigan Public Service Commission  
7109 West Saginaw Highway  
Post Office Box 30221  
Lansing, MI 48909

**RE: Case No. U-21224 – In the matter of the application of Consumers Energy Company for authority to increase its rates for the generation and distribution of electricity and for other relief.**

Dear Ms. Felice:

Enclosed for electronic filing in the above-captioned proceeding, please find a **Settlement Agreement** which is intended to resolve all outstanding issues in this proceeding. The Settlement Agreement has been executed by Consumers Energy Company, the Michigan Public Service Commission Staff, Attorney General Dana Nessel, Association of Businesses Advocating Tariff Equity, Energy Michigan, Inc., Foundry Association, ChargePoint Inc., Michigan Energy Innovation Business Council, Institute for Energy Innovation, The Kroger Company, Michigan Cable Telecommunications Association, Michigan State Utility Workers Council, Utility Workers Union of America, AFL-CIO, Residential Customer Group, Great Lakes Renewable Energy Association, Walmart Inc., Environmental Law & Policy Center, Vote Solar, The Ecology Center, Michigan Environmental Council, Natural Resources Defense Council, Sierra Club, Citizens Utility Board of Michigan, Michigan Municipal Association for Utility Issues, and Urban Core Collective.

Also included are the signatures of the following three parties who do not join the settlement but are offering a statement of non-objection: Hemlock Semiconductor Operations LLC, Michigan Electric Transmission Company LLC, and EVgo Services, LLC.

This is a paperless filing and is therefore being filed only in PDF. I have enclosed a Proof of Service showing electronic service upon the parties.

Sincerely,

Gary A. Gensch, Jr.

cc: Parties per Attachment 1 to the Proof of Service

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of )  
**CONSUMERS ENERGY COMPANY** )  
for authority to increase its rates for )  
the generation and distribution of )  
electricity and for other relief. )  
\_\_\_\_\_ )

Case No. U-21224

**SETTLEMENT AGREEMENT**

Pursuant to MCL 24.278 and Rule 431 of the Rules of Practice and Procedure before the Michigan Public Service Commission (“MPSC” or the “Commission”), the undersigned parties agree as follows:

WHEREAS, on April 28, 2022, Consumers Energy Company (“Consumers Energy” or the “Company”) filed an Application requesting authority to increase its rates for the generation and distribution of electricity and other relief. The Company filed testimony and exhibits in support of its positions concurrently with its Application.

WHEREAS, the initial prehearing conference in this proceeding was held on May 26, 2022 before Administrative Law Judge Sally L. Wallace. The parties to the case are Consumers Energy; the Commission Staff (“Staff”); the Attorney General of Michigan (“Attorney General”); the Association of Businesses Advocating Tariff Equity (“ABATE”); the Environmental Law and Policy Center, Ecology Center, and Vote Solar (collectively, the Clean Energy Organizations or “CEO”); Hemlock Semiconductor Operations LLC; Michigan Environmental Council (“MEC”), Natural Resources Defense Council (“NRDC”), Sierra Club, and Citizens Utility Board (“CUB”) (collectively, “MNSC”); Great Lakes Renewable Energy Association (“GLREA”); Residential Customer Group (“RCG”); Energy Michigan, Inc.; ChargePoint, Inc.; Foundry Association of

Michigan; Michigan Energy Innovation Business Council and the Institute for Energy Innovation (“MEIBC/IEI”); Michigan Electric Transmission Company (“METC”); Urban Core Collective (“UCC”); Michigan Cable Telecommunications Association (“MCTA”); Michigan Municipal Association for Utility Issues (“MAUI”); The Kroger Company (“Kroger”); EVgo Services (“EVgo”); Walmart, Inc.; and the Michigan State Utility Workers Council, Utility Workers Union of America, AFL-CIO (“UWC”).

WHEREAS, Consumers Energy filed testimony and exhibits requesting an increase in its retail electric rates of approximately \$272 million (jurisdictional), with \$6 million of this amount representing deferred revenue requirement of certain distribution capital spending, and seeking various other forms of relief. Staff and other intervening parties filed testimony and exhibits addressing various issues. In rebuttal testimony and briefing, Consumers Energy adjusted its request to increase its retail electric rates to approximately \$293.5 million (jurisdictional).

NOW THEREFORE, for purposes of settlement of Case No. U-21224, the undersigned parties agree as follows:

1. Consumers Energy should be authorized to adjust its retail electric base rates so as to produce an annual revenue increase of approximately \$155 million. Consumers Energy should also be authorized to implement a surcharge to recover an additional \$6,002,000 for the 2021 distribution deferral implemented for service rendered on or after the date of base rate implementation in this case and terminating after 12 months.

2. Consumers Energy will provide a one-time voluntary refund of 2022 revenue in the amount of \$15 million through a 12-month bill credit that begins when new base rates go into effect. The Company will execute an accounting entry that will reduce revenue in 2022 by \$15 million and establish a liability for the rate refund.

3. The parties agree that the above-referenced rate adjustments will be implemented using a rate design that is reflected in the rates shown on Attachment 1 to this Settlement Agreement, which should be approved by the Commission. Tariff sheets implementing the rate increase shown on Attachment 1 and tariff changes agreed to by the parties, are attached to this Settlement Agreement as Attachment 2 and should be approved by the Commission.

4. The parties agree that the annual revenue increase stated in paragraph 1, and the rates identified in Attachment 2, reflect, on a non-precedential basis, the following cost of service and rate design approaches: (i) removal of the Educational Institution Service (or, GEI) breakout in the Cost of Service Study (“COSS”); (ii) the combination of unmetered lighting COSS classes (GUL and GU-LED); (iii) the Company’s proposed breakout and allocation of battery plant and related costs, with distribution-related battery plant allocated in the same way as other demand-related distribution plant and production-related battery plant allocated in the same way as other production plant in service; (iv) removal of the calculation of EIP credits in the COSS; (v) the Company’s proposed distribution deferral surcharge methodology; (vi) the Company’s proposed allocation of Digital Customer Operations (“DCO”) project costs, with the Company no longer required to break out Mobile Application DCO project costs in future rate cases; (vii) allocation of demand related distribution costs based on the Alternative Class Peak method for all 4 voltage levels; (viii) allocation of the regulatory asset and amortization expense for PowerMIDrive (“PMD”) to the Residential class and PowerMIFleet (“PMF”) to the Commercial Secondary and Primary classes as proposed by the Company; (ix) extension of the interruptible provision, GI, to Rate GPTU; (x) inclusion of rate EIP as a load modifying resource and assessment of an emergency event price of \$1.00 per kWh effective beginning June 1, 2023, with the Company notifying Rate EIP customers of the change and giving them 60 days to decide whether to remain on the rate or

move to another eligible rate; and (xi) leaving Rate GS open to new business. The parties agree that the resolution of these and all other issues reflected in this settlement is non-precedential and all parties reserve the right to take different positions in future rate proceedings.

5. The parties agree that on a non-precedential basis, Consumers Energy's authorized rate of return on common equity is 9.9% and common equity ratio is 50.75%.

6. The parties agree that the historical Hardy Dam project costs to achieve 100% engineering design of \$12.1 million for 2018 through 2021, as well as projected 2022 engineering costs of up to \$5.3 million and projected 2023 engineering costs of up to \$3.45 million in 2023 are reasonable and prudent.

7. The parties agree that The Company will work with Staff and the Attorney General to scope and conduct the following analyses of all reasonable options prior to commencing construction of the Hardy Dam upgrades:

- a. Economic business cases performed by an outside engineering firm with experience in dam engineering, construction, and decommissioning, that will compare the projected capital and O&M costs through the end of Hardy Dam's current Federal Energy Regulatory Commission ("FERC") license term, with the value of the energy and capacity that Hardy Dam will provide customers, under a variety of reasonable assumptions. These assumptions will be inclusive of at least the current long-term forecast for energy prices and replacement capacity priced at a range of percentages of the Cost of New Entry. The business case shall utilize best available assumptions and consider, at a minimum, the feasibility and impacts of (i) divestiture, (ii) permanently lowering the reservoir height, (iii) full decommissioning and removal, and (iv) other options that avoid or minimize the impact of the Hardy Dam on customer rates. In addition, the Company will perform, or cause to be performed, an economic assessment of the impact of each of these scenarios on the Muskegon River Hydroelectric Dam communities.
- b. The Company shall engage in discussions with affected local communities on the costs and timing of the proposed Muskegon River Hydroelectric Dam projects, the need for additional funding from those Muskegon River Hydroelectric Dam impacted communities and possible mechanisms for funding to ensure FERC compliance and dam safety at the Hardy Dam, and the impact to the Hardy Dam and reservoir (as well as the Rogers and Croton dams and reservoirs) if this additional funding is not already recovered in Consumers

Energy rates or received from other sources. Prior to construction of the Hardy Dam upgrades, the Company agrees to report on these discussions and inform the Commission whether additional funding from the communities or other sources is feasible (both as to amounts and timing) and provide a best-efforts estimate of the total revenue, if any, that could potentially be available from such sources.

8. The parties understand that the Company's operation of hydroelectric facilities is subject to FERC jurisdiction and that the Company's ability to operate such facilities is conditioned on compliance with FERC dam safety and licensing requirements. The Company does not guarantee its ability to maintain operations at such facilities (if, for example, FERC compliance were to require an impoundment drawdown) during the pendency of activities contemplated by this settlement. The FERC project numbers for the Muskegon River Hydroelectric Dams where filings are made in FERC's electronic library and filing system are as follows: Hardy is P-2452, Croton is P-2468, and Rogers is P-2451. The Company will inform Staff and the Attorney General about its filings with FERC and of any rulings and other pertinent events occurring at FERC related to the Hardy, Rogers, and Croton dams.

9. The parties agree that Consumers Energy should be authorized to utilize deferred accounting associated with the revenue requirement of actual capital spending above the threshold 2023 capital spending amounts indicated as follows until rates are reset in a subsequent case: \$167,217,000 in the Company's distribution new business capital program; \$148,356,000 in the Company's distribution demand failures capital program; and \$55,122,000 in the Company's distribution asset relocation capital program. This deferral related to 2023 capital spending will be capped at \$4 million of revenue requirement. The reporting requirements approved for the distribution deferral in the Commission's December 22, 2021 Order in Case No. U-20963 will apply to this deferral, and the deferral is contingent on the Company achieving Line Clearing Program spending of \$100,030,000 in 2023.

10. Consumers Energy should be authorized to implement a Pension and Other Post Employment Benefits (“OPEB”) Volatility Mechanism that authorizes the Company to compare actual Pension and OPEB expense to amounts included in rates, with any difference recorded as a regulatory asset or regulatory liability for future recovery from, or credit to, customers. In this case, the mechanism will defer for future recovery or refund Pension expense above or below (\$29.7) million and OPEB expense above or below \$(65.7) million for 2023.

11. Consumers Energy will make \$10 million in Shareholder funded contributions to programs that assist, and to directly assist, low-income and payment challenged customers with utility bills.

12. In order to facilitate the Company’s reconciliation of Demand Response spending for the period covered by the test year in this case, it is necessary to identify the specific amount of Demand Response spending approved by the Commission in this proceeding. The parties therefore agree that the revenue requirement recovered through base rates totals \$69,201,000, which includes \$24,134,000 in Residential Revenue Requirement, \$20,083,000 in Commercial and Industrial Revenue Requirement, \$12,176,000 customer bill credits, and \$12,808,000 in 2020 underrecovery and incentive.

13. The parties agree that beginning January 2024, the demand response Water Heater credit will be \$1.88 per customer per month and the Home Generator credit will be \$12.99 per customer per month.

14. The parties agree that the Tax Cuts and Jobs Act of 2017 (“TCJA”) balance will be adjusted to reduce the electric liability by \$4,168,278 to correct an overstatement of the TCJA remeasurement.

15. The Commission should approve the Company's proposed deferral and amortization of J.H. Campbell retention costs and authorize the Company to continue regulatory asset treatment of these costs and continue their deferral beyond 2022.

16. The Commission should approve the Company's proposed D.E. Karn Units 1 and 2 decommissioning plan and the amortization of the regulatory asset associated with the Karn Units 1 and 2 decommissioning costs and the Karn Units 1 and 2 and the Classic 7<sup>1</sup> ash disposal costs. The costs associated with Karn Units 1 and 2 decommissioning will be amortized through 2031 beginning in 2024 and the Karn Units 1 and 2 and Classic 7 ash disposal costs will be amortized over 10 years beginning in 2024.

17. The Commission should approve the following related to PMD and PMF:

- a. The residential portion of the PMD pilot will transition to a permanent program as proposed by the Company.
  - i. Participants receiving a NEMA 14-50 installation rebate will be required to install L2 charging stations that are certified for safety by a Nationally Recognized Testing Laboratory (e.g. Underwriters Laboratory) and ENERGY STAR certified. While not a requirement, Consumers Energy will continue to offer networked L2 charging stations compatible with the NEMA 14-50 installation rebate.
  - ii. Participants will be provided the option of installing a NEMA 14-50 outlet with a plug-in L2 charger or a hardwired L2 charger, also with a limit of 50 amps.
  - iii. All Marketing and educational materials will be developed in a manner that is vendor neutral and inclusive of all available charger technology options that are compatible with the installation rebate.
- b. Implementation of an on-bill Installment Payment Plan to support the cost of installation of an EV Charging Outlet or the cost of hardwired installation, limited to 50 amps.

---

<sup>1</sup> The Classic 7 plants refer to the seven electric generation plants Consumers Energy retired in 2016, which includes three units at the J.R. Whiting ("Whiting") Generating Complex near Luna Pier; two units at the B.C. Cobb ("Cobb") Generating Plant in Muskegon; and two units at the Karn/J.C. Weadock ("Weadock") Generating Complex near Bay City

- c. Continued regulatory asset treatment for the permanent program and pilots.
- d. Approval of all PMD and PMF modifications proposed by the Company, plus the following:
  - i. Approval of an additional Option 5, which will provide incentives for Level 2 chargers, plug outlets, and other potential charging options at curbside locations.
  - ii. Site hosts will be encouraged to implement time-of-use rates for Electric Vehicle charging but will maintain the flexibility to set pricing policies at their charging site. As part of the application process, the Company will provide site hosts information on how time-of-use rates can be structured and the benefits of off-peak charging.
- e. Consumers Energy will include the following requirements for recipients of rebates through the public portion of PMD and PMF:
  - i. Make information about charging location and status available through the various Electric Vehicle charging web sites and apps. The level of information will vary depending on charging station capabilities but will include charging port status when available.
  - ii. New DC Fast Charging (“DCFC”) and L2 rebate recipients will submit annual reports of individual charger uptime to the Company, using the standardized formula contained within the Federal Highway Association’s current National Electric Vehicle Infrastructure (“NEVI”) proposal until such time as the final rules become effective. Beginning the year after the final NEVI rules become effective, rebate recipients will submit their reports using the standardized formula contained within the final NEVI rules. At the Company’s sole discretion, annual report requirements for L2 rebate recipients can be waived. The Company will include a summary of the uptime data received (aggregated and anonymized so that no individual or company is identifiable) in its PMD Program Annual Reports, together with, on an anonymous basis, (1) the number of rebate recipients granted a waiver from complying with the reporting requirement during the previous year and (2) a description of the grounds relied upon by the Company for granting any such waiver
  - iii. New DCFC and L2 rebate recipients will maintain each individual charger to meet a 97% uptime standard (as measured by the standardized formula(s) discussed above) for each of the first five years of its operation.
  - iv. As part of their rebate application, applicants will be required to submit a detailed electric vehicle supply equipment (“EVSE”) charging equipment maintenance plan. Following approval of the rebate application but before funding is provided, recipients will be required to identify an EVSE vendor

or service provider with which the rebate recipient has contracted for Electric Vehicle charger maintenance.

- f. The Company will, in its next rate case, file a proposal for EV charger installation credits under the PMD and PMF programs for distribution-only customers that reflect the different value provided to other ratepayers by such installations but are otherwise similar to the current credits available to full-service customers.
- g. Costs under maintenance agreements, to the extent they are known at the time an agreement is signed, may be considered as part of the total project costs for purposes of calculating the rebates.

18. The Company will propose a pilot for electrifying residential use of propane, fuel oil, and other unregulated fuels in its next electric rate case and will collaborate with MPSC Staff, MNSC, and MEIBC in the design of the pilot. The pilot will include the following features:

- a. Prioritize space heating electrification, but also address water heating and potentially other end uses;
- b. Any proposed heat pumps used for space heating in this pilot will be cold climate heat pumps;
- c. The pilot will include a goal of 2,000 homes over three years;
- d. The pilot will include a goal of low-income participation that is at least proportionate to low-income customers' share of unregulated fuel consumption, with program design features tailored to achieve that objective;
- e. Determine the ability to leverage federal rebate dollars and tax incentives made available through the Inflation Reduction Act; and
- f. Determine the ability to support building envelop efficiency improvements in electrifying homes, including but not necessarily limited to leveraging and integrating Energy Waste Reduction program offerings.

19. Within nine months of the final order in this proceeding, Consumers Energy will develop a report on issues pertaining to the impact of poor customer power factor associated with Rates GSD, GP, GPD, GPTU, EIP, and GSG-2. Consumers Energy will provide Staff, ABATE, and other interested parties the opportunity for meaningful input with respect to the development of the report. After completion of the report, Consumers Energy will meet with Staff, ABATE,

and other interested parties to discuss the results and the most appropriate way to structure the power factor correction charges and credits applicable to large customers to reflect that impact.

20. The Company will propose, in its next electric rate case, a program or other method to integrate line-clearing targeting worst performing load concentration point (“LCP”) zones into the Line Clearing program.

21. The Company will investigate and, in the Company’s next electric rate case, report on the availability of distribution monitoring technology, including distribution fault anticipation (“DFA”), and the potential for the Company to deploy the technology.

22. The parties agree to use the Staff-led Contribution in Aid of Construction (“CIAC”) workgroup to consider the economic carrying cost approach as proposed by MEC-NRDC-CUB in this proceeding.

23. The Commission should approve the following related to equity and outreach:

- a. Consumers Energy will schedule a customer outreach within three weeks after the date of filing its next electric rate case. Consumers Energy will provide notice of the customer outreach meeting to customers in the surrounding area, including particular notice to customers on low-income assistance programs. This pilot outreach will provide customers the opportunity to:
  - i. Learn about the rate case filing and ask questions about the rate case process;
  - ii. Understand the main driver(s) of the proposed rate increase;
  - iii. Provide input to the Company;
  - iv. Learn about Company programs designed to help customers lower bills; and
  - v. Receive information about customer assistance, energy waste reduction, and renewable energy.
- b. The Company will file, in its next electric rate case, customer impacts of the proposed rate increase for residential customers receiving customer assistance. For purposes of providing this information, these customers will be broken into four groups such that each group will have the same percentage of customers. Group 1 will include 25% of the customers that have the highest

annual usage. Group 2 would include 25% of the customers that the next highest annual usage followed by groups 3 and 4. At a minimum, data for each group will include mean usage, current monthly bill including customer assistance funds, current monthly bill without customer assistance funds, expected monthly bill including customer assistance funds, and expected monthly bill without customer assistance funds.

- c. In its next Electric Distribution Infrastructure Investment Plan (“EDIIP”), the Company will provide circuit level reliability statistics, for those circuits with circuit spans within Environmental Justice communities, and will provide a map of Company circuits overlaid on Environmental Justice communities. The Company will also provide (i) a map at the same scale as the overlay map visually displaying circuit voltage; (ii) zoomed-in maps visually displaying circuit voltage for each of Grand Rapids, Lansing, Flint, and Kalamazoo; (iii) a map at the same scale as the overlay map visually displaying circuit-level all-weather System Average Interruption Duration Index (“SAIDI”); and (iv) zoomed-in circuit-level all-weather SAIDI maps visually displaying each of Grand Rapids, Lansing, Flint, and Kalamazoo. Upon request of a party to this settlement agreement, the Company will provide the underlying data by zip code in Microsoft Excel. For this purpose, Environmental Justice communities are census tracts that are above the 80<sup>th</sup> percentile on the MiEJScreen Overall Score.
- d. In future electric rate cases, at a level of detail no less than committed to in item c, the Company will conduct an analysis of reliability and load/hosting capacity for customers in environmental justice communities. The Company will provide the underlying data on reliability and load/hosting capacity to Staff and Intervenors.
- e. No later than the Company’s next EDIIP, the Company will propose a plan to incorporate environmental justice and equity into the Benefit Cost Framework and Grid Archetypes analysis which the Company uses to prioritize its distribution investments in its rate cases.
- f. The Company will offer to meet with Staff, CEO, UCC, and the Attorney General prior to its next EDIIP filing to discuss ways to incorporate environmental justice and equity into prioritizing distribution investments.
- g. While the Company may not be able to fully implement changes in its business processes and tools by the next rate case, the Company will make best efforts to consider equity in its distribution system planning in the next rate case, in accordance with Commission guidance in the latest DTE Rate Case, DTE Energy, Case No. U-20836, Order dated November 18, 2022. The Company will explain, in testimony, precisely how equity and environmental justice were included in distribution system planning, even if it is not in the context of the Benefit Cost Framework and the Grid Archetypes model.

24. The parties agree that the State Reliability Mechanism charge adopted for purposes of this case should be \$244.80/MW-day. This charge was calculated using the denominator of 7,852 MW, which is the Total Supply value from the Company's Form 10-K. The adoption of this charge is not precedential, and the parties retain the right to litigate the State Reliability Mechanism charge in Consumers Energy's next electric general rate case.

25. Consumers Energy agrees to increase the combined legacy Net Metering and Distributed Generation program size from the current 2.0% of the Company's average in-state peak load for Full-Service customers during the previous 5 calendar years to 4.0% of the Company's average in-state peak load for Full-Service customers during the previous 5 calendar years.

26. The Distributed Generation Outflow Credit will be based on power supply rates including transmission costs.

27. Consumers Energy will evaluate and provide a strawman recommendation on community solar in its Voluntary Green Pricing Program filing no later than October 2023.

28. As approved in the August 11, 2022 Order in Case No. U-21203, the existing tariff language regarding streetlight outage credits on Rate GUL tariff Sheet D-92.00 and Rate GU-LED tariff Sheet No. D-95.00 shall remain unchanged.

29. Consumers Energy will meet with the interested parties to this case prior to proposing a future Large Wholesale Storage tariff.

30. Non-rate changes were made to the Company's electric tariffs. The changes that have been agreed to by the parties are included in Attachment 2 to this Settlement Agreement. The parties agree that all the tariff sheets included as Attachment 2 to this Settlement Agreement are consistent with the foregoing provisions of this Settlement Agreement and should be approved by the Commission.

31. This Settlement Agreement is entered into for the sole and express purpose of reaching a compromise among the parties. All offers of settlement and discussions relating to this Settlement Agreement are, and shall be considered, privileged under MRE 408. If the Commission approves this Settlement Agreement without modification, neither the parties to this Settlement Agreement nor the Commission shall make any reference to, or use, this Settlement Agreement or the order approving it, as a reason, authority, rationale, or example for taking any action or position or making any subsequent decision in any other case or proceeding; provided, however, such references may be made to enforce or implement the provisions of this Settlement Agreement and the order approving it.

32. This Settlement Agreement is based on the facts and circumstances of this case and is intended for the final disposition of Case No. U-21224. So long as the Commission approves this Settlement Agreement without any modification, the parties agree not to appeal, challenge, or otherwise contest the Commission order approving this Settlement Agreement with respect to issues resolved via this Settlement Agreement. The parties agree and understand that this Settlement Agreement does not limit any party's right to take new and/or different positions on similar issues in other administrative proceedings or related appeals.

33. This Settlement Agreement is not severable. Each provision of the Settlement Agreement is dependent upon all other provisions of this Settlement Agreement. If the Commission rejects or modifies this Settlement Agreement or any provision of the Settlement Agreement, this Settlement Agreement shall be deemed to be withdrawn, shall not constitute any part of the record in this proceeding or be used for any other purpose, and shall be without prejudice to the pre-negotiation positions of the parties.

34. The parties agree that approval of this Settlement Agreement by the Commission would be reasonable and in the public interest.

35. The parties agree to waive Section 81 of the Administrative Procedures Act of 1969 (MCL 24.281), as it applies to the issues resolved in this Settlement Agreement, if the Commission approves this Settlement Agreement without modification.

WHEREFORE, the undersigned parties respectfully request the Commission to approve this Settlement Agreement on an expeditious basis and to make it effective in accordance with its terms by final order.

CONSUMERS ENERGY COMPANY

By:  Digitally signed by Gary A. Gensch, Jr.  
Date: 2022.12.20 15:34:59 -05'00'

Dated: December 20, 2022

Bret A. Totoraitis, Esq. (P72654)  
Anne M. Uitvlugt, Esq. (P71641)  
Robert W. Beach, Esq. (P73112)  
Gary A. Gensch, Jr. (P66912)  
Theresa A.G. Staley, Esq. (P56998)  
Michael C. Rampe, Esq. (P58189)  
Attorneys for Consumers Energy Company  
One Energy Plaza  
Jackson, Michigan 49201

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

By:  Daniel E. Sonneveldt  
2022.12.22 08:24:57  
-05'00'

---

Daniel Sonneveldt, Esq. (P28222)  
Nicholas Q. Taylor, Esq. (P81020)  
Amit T. Singh, Esq. (P75492)  
Michael J. Orris, Esq. (P51232)  
Assistant Attorneys General  
Public Service Division  
7109 West Saginaw Highway  
Post Office Box 30221  
Lansing, MI 48909

Dated: December 22, 2022

ATTORNEY GENERAL

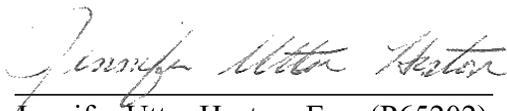
By: **Celeste R. Gill**  
 Digitally signed by  
Celeste R. Gill  
Date: 2022.12.21 16:34:17  
-05'00'

---

Celeste R. Gill, Esq. (P52484)  
Assistant Attorney General  
Michigan Department of Attorney General  
Special Litigation Division  
Sixth Floor Williams Bldg.  
525 W. Ottawa Street  
P. O. Box 30755  
Lansing, MI 48909

Dated: December 21, 2022

HEMLOCK SEMICONDUCTOR OPERATIONS LLC (NON-OBJECTION ONLY)

By:   
Jennifer Utter Heston, Esq. (P65202)  
Fraser Trebilcock Davis & Dunlap, P.C.  
124 W. Allegan Street, Suite 1000  
Lansing, MI 48933

Dated: December 21, 2022

Hemlock Semiconductor Operations LLC signs this Settlement Agreement only to indicate its non-objection to the Settlement Agreement.

ASSOCIATION OF BUSINESSES ADVOCATING TARIFF EQUITY

By: **Stephen A. Campbell**

Digitally signed by: Stephen A. Campbell  
DN: CN = Stephen A. Campbell email = scampbell@clarkhill.com C = US O = Clark Hill PLC  
Date: 2022.12.22 12:49:49 -05'00'

Stephen A. Campbell, Esq. (P76684)  
Michael J. Pattwell, Esq. (P72419)  
Clark Hill PLC  
212 East Grand River Avenue  
Lansing, MI 48906

Dated: December 22, 2022

ENERGY MICHIGAN, INC.  
FOUNDRY ASSOCIATION

By: **Timothy J. Lundgren**  
Digitally signed by  
Timothy J. Lundgren  
Date: 2022.12.21  
09:33:29 -05'00'

---

Timothy J. Lundgren, Esq. (P62807)  
Justin K. Ooms, Esq. (P82065)  
Potomac Law Group, PLLC  
120 N. Washington Square, Suite 300  
Lansing, MI 48933

Dated: December 21, 2022

CHARGEPOINT, INC.

By: **Timothy J. Lundgren**  
Digitally signed by Timothy J. Lundgren  
Date: 2022.12.21 09:34:08 -05'00'

---

Timothy J. Lundgren, Esq. (P62807)  
Potomac Law Group, PLLC  
120 N. Washington Square, Suite 300  
Lansing, MI 48933

Dated: December 21, 2022

MICHIGAN ENERGY INNOVATION BUSINESS COUNCIL  
INSTITUTE FOR ENERGY INNOVATION

By: **Laura A. Chappelle**  
\_\_\_\_\_  
Laura A. Chappelle, Esq. (P42052)  
Justin K. Ooms, Esq. (P82065)  
Potomac Law Group, PLLC  
120 N. Washington Square, Suite 300  
Lansing, MI 48933

Digitally signed by  
Laura A. Chappelle  
Date: 2022.12.21  
09:35:05 -05'00'

Dated: December 21, 2022

THE KROGER COMPANY

By:   
Kurt J. Boehm, Esq.  
Jody Kyler Cohn, Esq.  
Michael L. Kurtz, Esq. (P67067  
Boehm, Kurtz & Lowry  
36 East Seventh Street, Suite 1510  
Cincinnati, Ohio 45202

Dated: 12.22.22

MICHIGAN CABLE TELECOMMUNICATIONS ASSOCIATION

By:   
Michael S. Ashton, Esq. (P40474)  
Fraser Trebilcock Davis & Dunlap, P.C.  
124 West Allegan Street, Suite 1000  
Lansing, MI 48933

Dated: 12/20/2022

MICHIGAN STATE UTILITY WORKERS COUNCIL  
UTILITY WORKERS UNION OF AMERICA  
AFL-CIO

By: Benjamin L. King Digitally signed by Benjamin L.  
King  
Date: 2022.12.22 15:23:46 -05'00'  
Benjamin L. King, Esq. (P81823)  
John R. Canzano, Esq. (P30417)  
McKnight, Canzano, Smith, Radtke & Brault, P.C.  
423 North Main Street, Suite 200  
Royal Oak, MI 48067

Dated: December 22, 2022

RESIDENTIAL CUSTOMER GROUP

By: **Don L. Keskey**  
\_\_\_\_\_  
Don L. Keskey, Esq. (P23003)  
Brian W. Coyer, Esq. (P40809)  
Public Law Resource Center PLLC  
333 Albert Avenue, Suite 425  
East Lansing, MI 48823

Dated: **December 22, 2022**  
\_\_\_\_\_

GREAT LAKES RENEWABLE ENERGY ASSOCIATION

By: **Don L. Keskey**  
\_\_\_\_\_  
Don L. Keskey, Esq. (P23003)  
Brian W. Coyer, Esq. (P40809)  
Public Law Resource Center PLLC  
333 Albert Avenue, Suite 425  
East Lansing, MI 48823

Dated: December 22, 2022

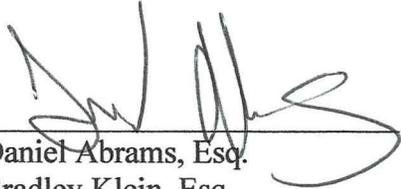
WALMART INC.

By: **Melissa**  
**M. Horne**  
Digitally signed by  
Melissa M. Horne  
Date: 2022.12.21  
12:29:31 -05'00'  
Melissa M. Horne, Esq. (P41840)  
Higgins, Cavanagh & Cooney, LLP  
10 Dorrance Street, Suite 400  
Providence, RI 02903

Dated: December 21, 2022

ENVIRONMENTAL LAW & POLICY CENTER  
VOTE SOLAR  
THE ECOLOGY CENTER

By:



Daniel Abrams, Esq.  
Bradley Klein, Esq.  
Environmental Law & Policy Center  
35 East Wacker Drive, Suite 1600  
Chicago, IL 60601

Dated: \_\_\_\_\_

12-21-22

MICHIGAN ELECTRIC TRANSMISSION COMPANY LLC (NON-OBJECTION ONLY)

By: **Richard Aaron**  
Digitally signed by: Richard Aaron  
DN: CN = Richard Aaron email =  
raaron@dykema.com C = US O = Dykema  
Date: 2022.12.22 12:15:09 -05'00'

Dated: December 22, 2022

Richard J. Aaron, Esq. (P35605)  
Olivia R.C.A. Flower, Esq (P84518)  
Hannah E. Buzolits Esq (P84702)  
Dykema Gossett PLLC  
201 Townsend Street, Suite 900  
Lansing, MI 48933

Lisa Agrimonti (P83245)  
Fredrikson & Byron P.A.  
115 Wet Allegan, Suite 700  
Lansing, MI 48933

Michigan Electric Transmission Company LLC signs this Settlement Agreement only to indicate its non-objection to the Settlement Agreement.

MICHIGAN ENVIRONMENTAL COUNCIL  
NATURAL RESOURCES DEFENSE COUNCIL  
SIERRA CLUB  
CITIZENS UTILITY BOARD OF MICHIGAN



Digitally signed by Christopher  
M. Bzdok  
DN: cn=Christopher M. Bzdok,  
o=Olson, Bzdok & Howard, PC,  
email=chris@envlaw.com, c=US  
Date: 2022.12.22 09:10:32 -05'00'

By:

Christopher M. Bzdok, Esq. (P53094)  
Tracy Jane Andrews, Esq. (P67467)  
Olson, Bzdok & Howard, P.C.  
420 East Front Street  
Traverse City, MI 49686

Dated: 12/22/2022

MICHIGAN MUNICIPAL ASSOCIATION FOR UTILITY ISSUES

By: Valerie Brader  
Valerie J.M. Brader, Esq (P66401)  
Valerie Jackson, Esq. (P76681)  
Rivenoak Law Group, P.C.  
3331 W. Big Beaver Road, Suite 109  
Troy, MI 48084

Dated: 20 Dec 22

URBAN CORE COLLECTIVE

By: 

Mark N. Templeton, Esq.  
University of Chicago Law School  
Abrams Environmental Law Clinic  
6020 S. University Avenue  
Chicago, IL 60637

Dated: 21 - Dec - 2022

EVgo Services, LLC (NON-OBJECTION ONLY)

By:   
\_\_\_\_\_

Nikhil Vijaykar, Esq.  
Keyes & Fox LLP  
580 California Street  
12<sup>th</sup> Floor  
San Francisco, CA 94104

Dated: December 22, 2022

Brian R. Gallagher, Esq. (P80013)  
Moblo Fleming, P.C.  
39555 Orchard Hill Place, Suite 310  
Novi, MI 48375

EVgo Services, LLC signs this Settlement Agreement only to indicate its non-objection to the Settlement Agreement.

# Attachment 1

**Consumers Energy Company**  
 Summary of Proposed Base Rate and Surcharge Revenues

Case No.: U-21224  
 Attachment 1

Description	Base Rates			Surcharges		Net Increase / (Decrease)	
	Present	Proposed	Change	Refund	ERC Deferral	Revenue	Percent
	\$000	\$000	\$000	\$000	\$000	\$000	%
<b>FULL SERVICE</b>							
<u>Residential Class</u>							
Summer On-peak RSP	\$ 2,138,091	\$ 2,191,397	\$ 53,305	\$ (5,192)	\$ 3,793	\$ 51,906	2.4
Smart Hours RSH	15,760	16,216	456	(39)	28	446	2.8
Night Time Savers RPM	6,358	6,612	253	(14)	11	250	3.9
Non-Transmitting Meters RSM	31,737	32,636	899	(77)	56	878	2.8
Total Residential Class	\$ 2,191,947	\$ 2,246,861	\$ 54,914	\$ (5,323)	\$ 3,888	\$ 53,480	2.4
<u>Secondary Class</u>							
Energy-only GS	\$ 582,333	\$ 598,370	\$ 16,037	\$ (1,564)	\$ 879	\$ 15,351	2.6
Time-of-Use GSTU	2,089	2,191	102	(6)	3	99	4.8
Demand GSD	378,317	384,595	6,278	(609)	471	6,139	1.6
Total Secondary	\$ 962,739	\$ 985,156	\$ 22,417	\$ (2,179)	\$ 1,353	\$ 21,590	2.2
<u>Primary Class</u>							
Energy-only GP	\$ 88,015	\$ 93,998	\$ 5,983	\$ (947)	\$ 64	\$ 5,100	5.8
Demand GPD	446,550	482,171	35,621	(1,541)	222	34,302	7.7
Time-of-Use GPTU	406,548	434,124	27,576	(4,296)	213	23,493	5.8
Energy Intensive EIP	26,767	28,723	1,956	(108)	6	1,855	6.9
Total Primary	\$ 967,880	\$ 1,039,016	\$ 71,136	\$ (6,891)	\$ 505	\$ 64,750	6.7
<u>Lighting &amp; Unmetered Class</u>							
Metered Lighting GML	\$ 1,437	\$ 1,588	\$ 151	\$ (15)	\$ 4	\$ 140	9.7
Universal Unmetered Lighting UUL	26,116	29,657	3,541	(344)	103	3,300	12.6
Unmetered GU	9,198	9,599	401	(39)	9	371	4.0
Total Lighting & Unmetered	\$ 36,751	\$ 40,844	\$ 4,092	\$ (397)	\$ 115	\$ 3,810	10.4
<u>Self-generation Class</u>							
Small Self-generation GSG-1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA
Large Self-generation GSG-2	7,035	7,111	77	(7)	2	71	1.0
Total Self-generation	\$ 7,035	\$ 7,111	\$ 77	\$ (7)	\$ 2	\$ 71	1.0
Total Full Service	\$ 4,166,352	\$ 4,318,988	\$ 152,636	\$ (14,798)	\$ 5,863	\$ 143,702	3.4
<b>ROA SERVICE</b>							
<u>Secondary Class</u>							
Energy-only GS	\$ 1,104	\$ 1,066	\$ (38)	\$ -	\$ 5	\$ (32)	(2.9)
Demand GSD	6,500	6,857	357	(36)	29	350	5.4
Total Secondary	\$ 7,603	\$ 7,923	\$ 320	\$ (36)	\$ 34	\$ 318	4.2
<u>Primary Class</u>							
Energy-only GP	\$ 1,415	\$ 1,413	\$ (2)	\$ (1)	\$ 6	\$ 3	0.2
Demand GPD	21,809	23,534	1,725	(166)	116	1,675	7.7
Total Primary	\$ 23,224	\$ 24,946	\$ 1,723	\$ (167)	\$ 123	\$ 1,679	7.2
Total ROA Service	\$ 30,827	\$ 32,869	\$ 2,042	\$ (203)	\$ 157	\$ 1,996	6.5
Total Jurisdictional Service	\$ 4,197,179	\$ 4,351,858	\$ 154,679	\$ (15,001)	\$ 6,020	\$ 145,698	3.5

# Attachment 2

**Attachment 2**

To Settlement Agreement In Case No. U-21224

(Continued From Sheet No. C-3.00)

**C1. CHARACTERISTICS OF SERVICE (Contd)**

**C1.4 Extraordinary Facility Requirements and Charges (Contd)**

Contribution In Aid of Construction Allowance Schedule							
Schedule	Customer Voltage Level(CVL)	With a Full Service Contract, by Contract Duration					Without Full Service Contract
		1 Year	2 Year	3 Year	4 Year	5 Year	
General Service Primary Rate GP	1	<u>\$0.023</u> <del>0.024</del> /kWh	<u>\$0.045</u> <del>0.046</del> /kWh	<u>\$0.065</u> <del>0.067</del> /kWh	<u>\$0.083</u> <del>0.086</del> /kWh	<u>\$0.101</u> <del>0.104</del> /kWh	<u>\$0.008</u> <del>0.020</del> /kWh
	2	<u>\$0.027</u> <del>0.033</del> /kWh	<u>\$0.053</u> <del>0.053</del> /kWh	<u>\$0.076</u> <del>0.077</del> /kWh	<u>\$0.098</u> <del>0.099</del> /kWh	<u>\$0.119</u> <del>0.120</del> /kWh	<u>\$0.025</u> <del>0.033</del> /kWh
	3	<u>\$0.056</u> <del>0.055</del> /kWh	<u>\$0.067</u> <del>0.063</del> /kWh	<u>\$0.097</u> <del>0.091</del> /kWh	<u>\$0.124</u> <del>0.118</del> /kWh	<u>\$0.150</u> <del>0.142</del> /kWh	<u>\$0.056</u> <del>0.055</del> /kWh
Large General Service Primary Demand Rate GPD	1	<u>\$65</u> <del>75</del> /kW	<u>\$130</u> <del>145</del> /kW	<u>\$185</u> <del>215</del> /kW	<u>\$240</u> <del>275</del> /kW	<u>\$290</u> <del>335</del> /kW	\$35/kW
	2	<u>\$110</u> <del>105</del> /kW	<u>\$210</u> <del>200</del> /kW	<u>\$305</u> <del>295</del> /kW	<u>\$395</u> <del>375</del> /kW	<u>\$475</u> <del>455</del> /kW	<u>\$105</u> <del>100</del> /kW
	3	<u>\$205</u> <del>185</del> /kW	<u>\$260</u> <del>245</del> /kW	<u>\$375</u> <del>355</del> /kW	<u>\$485</u> <del>460</del> /kW	<u>\$585</u> <del>555</del> /kW	<u>\$205</u> <del>185</del> /kW
General Service Primary Time-of-Use Rate GPTU	1	<u>\$0.019</u> <del>0.018</del> /kWh	<u>\$0.037</u> <del>0.035</del> /kWh	<u>\$0.054</u> <del>0.051</del> /kWh	<u>\$0.070</u> <del>0.065</del> /kWh	<u>\$0.084</u> <del>0.079</del> /kWh	NA
	2	<u>\$0.022</u> <del>0.021</del> /kWh	<u>\$0.043</u> <del>0.040</del> /kWh	<u>\$0.062</u> <del>0.058</del> /kWh	<u>\$0.080</u> <del>0.075</del> /kWh	<u>\$0.097</u> <del>0.091</del> /kWh	NA
	3	<u>\$0.025</u> /kWh	<u>\$0.049</u> <del>0.048</del> /kWh	<u>\$0.071</u> <del>0.069</del> /kWh	<u>\$0.091</u> <del>0.089</del> /kWh	<u>\$0.110</u> <del>0.108</del> /kWh	NA
Energy Intensive Primary Rate EIP	1	<u>\$0.004</u> <del>0.009</del> /kWh	<u>\$0.008</u> <del>0.018</del> /kWh	<u>\$0.011</u> <del>0.027</del> /kWh	<u>\$0.015</u> <del>0.034</del> /kWh	<u>\$0.018</u> <del>0.041</del> /kWh	NA
	2	<u>\$0.009</u> <del>0.012</del> /kWh	<u>\$0.017</u> <del>0.024</del> /kWh	<u>\$0.025</u> <del>0.034</del> /kWh	<u>\$0.033</u> <del>0.044</del> /kWh	<u>\$0.039</u> <del>0.053</del> /kWh	NA
	3	<u>\$0.013</u> <del>0.016</del> /kWh	<u>\$0.024</u> <del>0.031</del> /kWh	<u>\$0.035</u> <del>0.045</del> /kWh	<u>\$0.045</u> <del>0.058</del> /kWh	<u>\$0.055</u> <del>0.070</del> /kWh	NA

The Company reserves the right to make special contractual arrangements as to the provision of necessary Service Facilities, duration of contract, minimum bills, require upfront deposit and other service conditions, including, but not limited to, when the customer's load requirements are of a short-term duration, temporary or a transient nature, or if in the opinion of the Company, the customer does not have acceptable credit history or represents an unacceptable credit risk or other reasons within the sound discretion of the Company.

Contributions in Aid of Construction otherwise required by the Company may be suspended for publicly available AC Level 2 or DC Fast Charge sites participating in the PowerMIDrive pilot. Suspension is at the Company's sole discretion, for a term of three years from the date of Commission approval of the PowerMIDrive pilot.

**C1.5 Invalidity of Oral Agreements or Representations**

When a written contract is required, no employee or agent of the Company is authorized to modify or supplement the Rules and Regulations and Rate Schedules of the Electric Rate Book by oral agreement or representation, and no such oral agreement or representation shall be binding upon the Company.

(Continued on Sheet No. C-5.00)

(Continued From Sheet No. C-4.00)

**C1. CHARACTERISTICS OF SERVICE (Contd)**

**C1.6 General Provisions of Service**

**A. Service Requirements**

The customer is required, at no expense to the Company: (a) to provide space for Company facilities on the customer's premises to meet the customer's needs for service, and (b) to allow the Company to trim, cut down, remove, or otherwise prevent future growth of trees and brush on the customer's premises that, in the Company's discretion, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the Company's facilities. Company facilities shall be utilized in accordance with the provisions of this Electric Rate Book.

The Company shall install service connections from its distribution lines to a suitable point of attachment on the customer's premises designated by the Company. ~~Where the~~ Customer requests for a point of attachment other than that specified by the Company; may be granted at the Company's discretion, and the additional cost resulting therefrom shall be borne by the customer.

Service Facilities shall be installed subject to the provisions and charges specified in Rule C4.5, Mobile Home Park - Individually Served or Rule C6., Distribution Systems, Line Extensions and Service Connections.

When relocation or modification of Company facilities is requested or made necessary by the customer, for reasons other than anticipated increases in energy use, all costs for the relocation or modification may be charged to the party responsible for changes. Relocation or modification necessary to accommodate load additions or changes in service characteristics are governed by Rule C6., Distribution Systems, Line Extensions and Service Connections.

Modification to existing residential, commercial or industrial overhead distribution and service lines involving conversion of such facilities to underground shall be done if requested by the customer(s) being directly served by those facilities. Prior to any work by the Company, the customer(s) shall fulfill all customer requirements, including, but not limited to, payment of estimated charges, submission of easement or permits or other documents showing that legal requirements are satisfied. The requesting customer(s) shall pay the depreciated cost of the existing overhead facilities plus the cost of removal less the salvage value thereof, and make a contribution in aid of construction equal to the estimated difference in cost between new underground and new overhead facilities including, but not limited to, the costs of breaking and repairing streets, walks, parking lots, and driveways, and of repairing lawns and replacing grass, shrubs and flowers.

Should it become necessary for any cause beyond the Company's control to change the location of the point of attachment of service connections, the entire cost of any necessary changes in the customer's wiring shall be borne by the customer.

All service entrances shall comply with the National Electrical Code and/or local electrical codes, whichever governs. Any poles, wires or other equipment required beyond the customer's meter shall be furnished, installed and maintained by the customer. The customer is responsible for obtaining all permits and inspections of customer's wiring or equipment required by applicable law. Service shall be denied for failure to obtain such permits or inspections.

All residential customers shall install three-wire service entrance connections of not less than 100 Ampere capacity, except as required with premanufactured mobile homes.

---

(Continued on Sheet No. C-6.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. C-12.00

(Continued From Sheet No. C-11.00)

**C4. APPLICATION OF RATES (Contd)**

**C4.3 Application of Residential Usage and Non-Residential Usage (Contd)**

A. Residential Usage and Rate Application (Contd)

(3) Homes or Dormitories for Groups Other Than Private Family Dwellings  
Tourist homes, rooming houses, dormitories, nursing homes and other similarly occupied buildings containing sleeping accommodations for up to six persons where residential usage is metered and consumed shall be classified as residential and billed on a Residential Service Rate. The landlord and his/her immediate family are not included in the six-person limitation.

(4) Multifamily Dwellings

(a) General

A "multifamily dwelling" shall be considered any duplex, apartment building, mobile home park, condominium, cooperative or other grouping of households. All newly constructed multifamily dwellings shall have separately metered households. The requirement for separately metered households may be waived at the request of the developer in cases where newly constructed or rehabilitated duplexes, apartment buildings and other multifamily dwellings are owned by a nonprofit corporation or "flow-through entity," which have a long-term regulatory agreement with the Michigan State Housing Development Authority, the United States Department of Housing and Urban Development or the United States Department of Agriculture to provide affordable housing for qualifying low-income residents. Separately metered households shall be required in the event the property is no longer subject to such regulatory agreement; the owner must notify Consumers Energy and all costs associated with conversion from a single metered facility to separately metered multifamily dwellings shall be the responsibility of the property owner. Any spaces within the development used for commercial purposes shall be separately metered by Consumers Energy.

(b) Common Area Usage in Multifamily Dwellings Containing Separately Metered Households

Common area usage, excluding mobile home parks, shall be metered and billed as follows:

- (i) Dwellings containing less than five households shall be separately metered and billed on a Residential Service Rate. When the landlord lives in one of the units, the common area usage may be metered and billed through the landlord's meter.
- (ii) Dwellings containing five or more households shall be separately metered and billed on the appropriate General Service Rate.

Common area usage in mobile home parks shall be separately metered and billed on the appropriate General Service Rate.

(c) Multifamily Dwellings Served Through a Single Meter

A multifamily dwelling served through a single meter shall be billed as follows:

- (i) Dwellings containing two households, including common area, shall be billed on Residential On-Peak Summer Basic Rate RSP. [Residential Electric Vehicle Program participants may take service on Residential Smart Hours Rate RSH or Residential Nighttime Savers Rate RPM.](#)
- (ii) Dwellings containing three or four households, including common area, shall be billed on Residential On-Peak Summer Basic Rate RSP or the appropriate General Service Rate. [Residential Electric Vehicle Program participants may take service on Residential Smart Hours Rate RSH or Residential Nighttime Savers Rate RPM.](#)
- (iii) Dwellings containing five or more households, including common area, shall be billed on the appropriate General Service Rate.

(Continued on Sheet No. C-13.00)

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. C-15.00

(Continued From Sheet No. C-14.00)

**C4. APPLICATION OF RATES (Contd)**

**C4.3 Application of Residential Usage and Non-Residential Usage (Contd)**

D. Rate Application for Seasonal Condominium Campgrounds (Contd)

- (6) The customer must notify individuals and co-owners utilizing the customer's property that requests and concerns regarding electric service will be addressed between the single legal entity and ownership and primary operating authority, not with individuals.
- (7) The customer shall be responsible for ensuring that the electrical facilities are adequate to meet the needs of the units placed within the Seasonal Condominium Campground in their entirety and shall pay the Company for any charges incurred for modifications necessary to accommodate load according to other portions of this Electric Rate Book.

**C4.4 Resale**

This provision is closed to resale for general unmetered service, unmetered or metered lighting service and new or expanded service for resale for residential use.

No customer shall resell electric service to others except when the customer is served under a Company rate expressly made available for resale purposes, and then only as permitted under such rate and under this rule.

Where, in the Company's opinion, the temporary or transient nature of the proposed ultimate use, physical limitation upon extensions, or other circumstances, make it impractical for the Company to extend or render service directly to the ultimate user, the Company may allow a customer to resell electric service to others.

For the purposes of this tariff, the provision of electric vehicle charging service for which there is no direct per kWh charge shall not be considered resale of service.

A resale customer is required to take service under the resale provision of one of the following rates for which they qualify: General Service Secondary Rate GS, General Service Secondary Time-of-Use Rate GSTU, General Service Secondary Demand Rate GSD, General Service Primary Rate GP, Large General Service Primary Demand Rate GPD, or General Service Primary Time-of-Use Rate GPTU. Resale Service is provided pursuant to a service contract providing for such resale privilege. Service to each ultimate user shall be separately metered.

- A. If the resale customer elects to take service under a Company Full Service resale rate, the ultimate user shall be served and charged for such service under standard Rate RSM for residential use or under the appropriate standard General Service Rate applicable in the Company's Electric Rate Book available for similar service under like conditions. Reselling customers are not required to offer or administer any additional service provisions or nonstandard rates contained in the Electric Rate Book, such as the Income Assistance Service Provision or the Educational Institution Service Provision.
- B. If the resale customer elects to take service under a Company Retail Open Access Service rate, the ultimate user shall be served and charged for such service under Rate ROA-R for residential use or under Rate ROA-S or ROA-P applicable in the Company's Electric Rate Book available for similar service under like conditions.
- C. If the ultimate user is a campground lot or boat harbor slip, the resale customer has the option to charge a maximum of the following all inclusive rate per kWh in place of billing the ultimate customer on the appropriate standard Company tariff rate:

~~\$0.192667~~ ~~0.150868~~ per kWh for all kWh during the months of June-September

~~\$0.176091~~ ~~0.153294~~ per kWh for all kWh during the months of October-May

The Company shall be under no obligation to furnish or maintain meters or other facilities for the resale of service by the reselling customer to the ultimate user.

The service contract shall provide that the reselling customer's billings to the ultimate user shall be audited each year by February's month end, for the previous calendar year. The audit shall be conducted either by the Company, if the Company elects to conduct such audit, or by an independent auditing firm approved by the Company. The reselling customer shall be assessed a reasonable fee for an audit conducted by the Company. If the audit is conducted by an independent auditing firm, the customer shall submit a copy of the results of such audit to the Company in a form approved by the Company.

(Continued on Sheet No. C-16.00)

(Continued From Sheet No. C-25.00)

**C5. CUSTOMER RESPONSIBILITIES (Contd)**

**C5.6 Customer-Selected Due Date Program**

Notwithstanding other provisions in this tariff book, the Company, at its discretion, may provide its electric service customers and combination electric and gas service customers the option to select the day of the month on which their bill is due, regardless of the meter read date. Participating customers must have an electric AMI transmitting technology meter.

Participation in the Customer-Selected Due Date Program is available to customers, as determined by the Company, when technically feasible based on the customer's selected rate and billing options. Customers not eligible to participate include, but not limited to, customers billed on a calendar-month basis, customers participating in Retail Open Access and customers participating in the Net Metering Program.

The Customer-Selected Due Date Program is only available for the following rate categories: Residential Summer On-Peak Basic (RSP), Residential Smart Hours (RSH), Residential Nighttime Savers (RPM), General Service Secondary (GS), General Service Secondary Demand (GSD), General Service Primary (GP) and General Service Metered Lighting (GML).

**C5.7 Residential Electric Vehicle Program**

**A. Definitions**

- (1) “AMI Monitoring” means advanced metering infrastructure monitoring which stores, tracks, and communicates usage data with the Company.
- (2) “Electric Vehicle” means a motorized vehicle that has a battery instead of a gasoline tank, and an electric motor instead of an internal combustion engine. For purposes of the Residential Electric Vehicle Program, the term shall also include Plug-in hybrid electric vehicles (PHEVs), which are a combination of gasoline and electric vehicles. In addition to a plug-in battery, such vehicles have an electric motor, a gasoline tank and an internal combustion engine.
- (3) “Electric Vehicle Charging Outlet” means a NEMA 14-50 outlet, or other similar technology subject to the sole discretion and approval of the Company.

**B. On-Bill Installment Payment Plan and Rebate Qualifications for Electric Vehicle Charging Outlet Installation**

**(1) Eligibility**

Residential Customers taking service on Residential Smart Hours Rate RSH or Residential Nighttime Savers Rate RPM may be eligible for the On-Bill Installment Payment Plan to pay for the cost of installation of an Electric Vehicle Charging Outlet and may also be eligible for a one-time initial rebate of up to \$500 to offset installation charges. Residential Customers taking service on Residential Smart Hours Rate RSH or Residential Nighttime Savers Rate RPM who meet the eligibility criteria of the Income Assistance Service Provision or the Low Income Assistance Credit may qualify for a one-time initial rebate of up to \$1000 to offset installation charges in lieu of the standard initial rebate of up to \$500.

Multifamily Dwellings containing four or fewer households served through a single meter taking service on Residential Smart Hours Rate RSH or Residential Nighttime Savers Rate RPM may be eligible for the On-Bill Installment Payment Plan to pay for the cost of installation of an Electric Vehicle Charging Outlet and may be eligible for a one-time initial rebate of up to \$500 to offset installation charges. If the existing single meter of the Multifamily Dwelling cannot serve the parking area of the dwelling, the premises may be eligible for an enhanced rebate of up to \$7500 for installation of at least two Electric Vehicle Charging Outlets or hard-wired chargers rated at 50 amps.

Residential Customers interested in the On-Bill Installment Payment Plan shall submit an online application to determine eligibility. Eligible customers shall select an installer from a list of Company pre-approved installers, using the Company’s website, to install the Electric Vehicle Charging Outlet at the eligible address. The Electric Vehicle Charging Outlet shall be installed at the address displayed on the registration of the Electric Vehicle, which must be the Principal Residence of the customer. In the event the customer fails to utilize a pre-approved installer set forth on the Company’s website, eligibility to participate in the On-Bill Installment Payment Plan may be revoked, which may result in the customer paying the installer directly and forfeiting the benefits associated with the On-Bill Installment Payment Plan.

(Continued on Sheet No. C-26.10)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. C-26.10

(Continued From Sheet No. C-26.00)

**C5.7 Residential Electric Vehicle Program (Contd)**

**B. On-Bill Installment Payment Plan and Rebate Qualifications for Electric Vehicle Charging Outlet Installation (Contd)**

**(1) Eligibility (Contd)**

At the Company's sole discretion, eligible Residential Customers may enroll in the On-Bill Installment Payment Plan prior to receipt of a valid State-issued Electric Vehicle registration if the customer has proof on an existing reservation for an Electric Vehicle. In the event that a customer is enrolled in the On-Bill Installment Payment Plan under this program and an Electrical Vehicle Charging Outlet is installed pursuant to said approval, but the customer fails to ultimately obtain an Electric Vehicle or otherwise provide proof of a valid State-issued Electric Vehicle registration, the customer's eligibility to participate in the On-Bill Installment Payment Plan may be revoked, and the customer may be required to pay the full cost of the Electric Vehicle Charging Outlet and its installation without the benefit provided for under the On-Bill Installment Payment Plan.

**(2) On-Bill Installment Payment Plan**

The On-Bill Installment Payment Plan Monthly Amount is calculated as the total of installation fee of the selected pre-approved installer plus a \$10 one-time administrative fee less an eligible rebate divided by 12. The On-Bill Installment Payment Plan will be billed on the customer invoice within 45 days following completion of the installation.

The On-Bill Installment Payment will appear as a separate line item on the customer invoice for 12 billing months. Customers may pay the entirety of the On-Bill Installment Plan in less than 12 months without penalty.

A participating customer shall agree to the On-Bill Installment Payment Plan Monthly Amount and repayment terms.

If a Customer enrolls in the On-Bill Installment Payment Plan prior to receipt of the Electric Vehicle, the Customer shall notify the Company upon arrival of the Electric Vehicle. Upon notification, the Customer will be enrolled in AMI Monitoring.

Participation in the On-Bill Installment Payment Plan is at the sole discretion of the Company. A customer who received a shutoff notice within the nine months preceding the Customer's request to be enrolled in the Residential Electric Vehicle Program is not eligible.

If during the duration of the approved On-Bill Installment Payment Plan, the customer, for any reason, no longer owns an Electric Vehicle, the customer shall remain responsible for the full payment due under the On-Bill Installment Payment Plan until the cost of the Electric Vehicle Charging Outlet and installation are paid in full.

If the customer sells the premises where the Electric Vehicle Charging Outlet was installed, and that customer also participates in the On-Bill Installment Payment Plan, the Customer shall notify the Company of the sale, and the full amount due and owing for the Electric Vehicle Charging Outlet and installation shall be accelerated and the full amount due and owing included on the Customer's final bill.

**(3) AMI Monitoring for On-Bill Installment Payment Plan and Rebate Participants**

All Customers participating in the On-Bill Installment Payment Plan, rebate or both shall be enrolled in AMI Monitoring and may earn one AMI Monitoring Credit per billing month to encourage Electric Vehicle charging during Off-Peak Hours. The AMI Monitoring Credit for standard Residential and Multifamily Dwelling customers is \$10 per billing month. The AMI Monitoring Credit for enhanced Multifamily Dwelling customers is \$20 per billing month. The AMI Monitoring Credit shall be applied in billing months in which the customer has charged the Electric Vehicle on three or days during On-Peak hours. The credit is available for a period of 12 consecutive months and will appear as a separate line item on the customer invoice.

**C. AMI Monitoring Only**

Residential Customers taking service on Residential Smart Hours Rate RSH or Residential Nighttime Savers Rate RPM may enroll in AMI Monitoring without enrolling in the On-Bill Installment Payment Plan. Interested Residential Customers shall submit an online application on the Company's website to enroll in AMI Monitoring.

Customers participating in AMI Monitoring may earn one \$10 AMI Monitoring Credit per participating Electric Vehicle per billing month to encourage Electric Vehicle charging during Off-Peak hours. The AMI Monitoring Credit shall be applied in billing months in which the customer has charged the Electric Vehicle on three or less days during On-Peak Hours. The AMI Monitoring Credit is available for a period of 12 consecutive months and will appear as a separate line item on the customer invoice.

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**C6. DISTRIBUTION SYSTEMS, LINE EXTENSIONS AND SERVICE CONNECTIONS**

**C6.1 Overhead Extension Policy**

Applications for electric service which require the construction of an overhead distribution system shall be granted under the following conditions:

A. Residential Customers

The Company shall construct single-phase distribution line extensions at its own cost a distance of 600 feet, for each residential dwelling.

The length of the distribution line extension shall be measured from the nearest point of connection to the Company's facilities from which the extension can be made to the point from which the service line to the customer shall be run.

Distribution line extensions in excess of the above 600 feet shall require a deposit for the estimated cost of such excess footage. The required deposit for such excess footage shall be \$3.50 per lineal foot less 25%.

**(Continued on Sheet No. C-27.00)**

---

(Continued From Sheet No. C-35.00)

**C8. POWER SUPPLY COST RECOVERY (PSCR) CLAUSE (Contd)**

A. Applicability of Clause (Contd)

"Power Supply Costs" means those elements of the costs of fuel and purchased and net interchanged power as determined by the Commission to be included in the calculation of the Power Supply Cost Recovery Factor. The Commission determined in its Order in Case No. U-10335 dated May 10, 1994 that the fossil plant emissions permit fees over or under the amount included in base rates charged the Company are an element of fuel costs for the purpose of the clause.

B. Billing

(1) The Power Supply Cost Recovery Factor shall consist of an adjustment factor of ~~1.07735~~ 1.07968 applied to projected average booked cost of fuel burned for electric generation and purchased and net interchange power incurred above or below a cost base of \$0.05570 per kWh (excluding line losses). Average booked costs of fuel burned and purchased and net interchange power shall be equal to the booked costs in that period divided by that period's net system kWh requirements. The average booked costs so determined shall be truncated to the full \$0.00001 cost per Kilowatt-hour. Net system kWh requirements shall be the sum of the net kWh generation and net kWh purchased and interchange power.

(2) Each month the Company shall include in its rates a Power Supply Cost Recovery Factor up to the maximum authorized by the Commission as shown on Sheet No. D-6.00.

Should the Company apply lesser factors than those shown on Sheet No. D-6.00, or if the factors are later revised pursuant to Commission Orders or Michigan Compiled Laws, Annotated, 460.6 et seq., the Company shall notify the Commission if necessary and file a revised Sheet No. D-6.00.

C. General Conditions

(1) The power supply and cost review shall be conducted not less than once a year for the purpose of evaluating the Power Supply Cost Recovery Plan filed by the Company and to authorize appropriate Power Supply Cost Recovery Factors. Contemporaneously with its Power Supply Cost Recovery Plan, the Company shall file a 5-year forecast of the power supply requirements of its customers, its anticipated sources of supply and projections of Power Supply Costs.

(2) Not more than 45 days following the last day of each billing month in which a Power Supply Cost Recovery Factor has been applied to customers' bills, the Company shall file with the Commission a detailed statement for that month of the revenues recorded pursuant to the Power Supply Cost Recovery Factor and the allowance for cost of power included in the base rates established in the latest Commission order for the Company, and the cost of power supply.

(3) All revenues collected pursuant to the Power Supply Cost Recovery Factors and the allowance for power included in the base rates are subject to annual reconciliation proceedings.

(Continued on Sheet No. C-37.00)

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. C-64.10

(Continued from Sheet No. C-64.00)

**C11. SELF-GENERATION, NET METERING AND DISTRIBUTED GENERATION (Contd)**

**C11.3 DISTRIBUTED GENERATION PROGRAM**

- C. The Distributed Generation Program is offered as authorized by 2008 PA 295 as amended, 1939 PA 3, as amended by 2016 PA 341, Section (6)(a)(14), and the Commission in Case No. U-20697.
- D. Distributed Generation Definitions
1. A Category 1 distributed generation customer has one or more Eligible Electric Generators with an aggregate nameplate capacity of 20 kW or less that use equipment certified by a nationally recognized testing laboratory to IEEE 1547.1 testing standards and is in compliance with UL 1741 scope 1.1A located on the customer's premises and metered at a single point of contact.
  2. A Category 2 distributed generation customer has one or more Eligible Electric Generators with an aggregate capacity greater than 20 kW but not more than 150 kW located on the customer's premises and metered at a single point of contact.
  3. A Category 3 distributed generation customer has one or more methane digesters with an aggregate nameplate capacity greater than 150 kW but not more than 550 kW located on the customer's premises and metered at a single point of contact.
  4. Eligible Electric Generator – a renewable energy system or a methane digester with a generation capacity limited to no more than 100% of the customer's electricity consumption for the previous 12 months and does not exceed the following:
    - a. For a renewable energy system, 150 kW of aggregate generation at a single site
    - b. For a methane digester, 550 kW of aggregate generation at a single site
  5. Inflow – the metered inflow delivered by the Company to the customer during the billing month or time-based pricing period.
  6. Outflow – the metered quantity of the customer's generation not used on site and exported to the utility during the billing month or time-based pricing period.
  7. Outflow Demand for Primary and Secondary Rate Customers – the total metered outflow quantity of Kilowatts (kW) during the On-Peak period divided by the number of On-Peak hours in the billing period.
  8. Program Capacity – maximum program limit of ~~4.0~~ 2% of the Company's average Peak Demand for Full-Service Customers during the previous five calendar years. Within the Program Capacity, ~~2.0~~ 1.0% is reserved for Category 1 legacy Net Metering Customers and Distributed Generation Customers, ~~1.0~~ 0.50% is reserved for Category 2 legacy Net Metering Customers and Distributed Generation Customers and ~~1.0~~ 0.50% is reserved for Category 3 legacy Net Metering Customers and Distributed Generation Customers.
  9. Renewable Energy Resource – a resource that naturally replenishes over a human, not geological, timeframe and that is ultimately derived from solar power, water power, or wind power. Renewable energy resource does not include petroleum, nuclear, natural gas, or coal. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
    - a. Biomass
    - b. Solar and solar thermal energy
    - c. Wind energy
    - d. Kinetic energy of moving water, including the following:
      - i. Waves, tides or currents
      - ii. Water released through a dam
    - e. Geothermal energy
    - f. Thermal energy produced from a geothermal heat pump
    - g. Any of the following cleaner energy resources:
      - i. Municipal solid waste, including the biogenic and anthropogenic fractions
      - ii. Landfill gas produced by municipal solid waste
      - iii. Fuel that has been manufactured in whole or significant part from waste, including, but not limited to, municipal solid waste. Fuel that meets the requirements of this subparagraph includes, but is not limited to, material that is listed under 40 CFR 241.3(b) or 241.4(a) for which a nonwasted determination is made by the United States Environmental Protection Agency pursuant to 40 CFR 241.3(c). Pet coke, hazardous waste, or scrap tires are not fuel meeting the requirements of this subparagraph.

(Continued on Sheet No. C-64.20)

(Continued from Sheet No. C-64.10)

**C11. SELF-GENERATION, NET METERING AND DISTRIBUTED GENERATION (Contd)**

**C11.3 DISTRIBUTED GENERATION PROGRAM (Contd)**

E. Distributed Generation Program Availability

The Distributed Generation Program is available for eligible Distributed Generation customers for service rendered on and after January 1, 2021.

A customer participating in a net metering program approved by the Commission before January 1, 2021 shall have the option to take service under this tariff at the time service under the terms and conditions of the previous net metering program terminates in accordance with MCL 460.1183.

The Distributed Generation Program is voluntary and available on a first come, first served basis for new customer participants or existing customer participants increasing their aggregate generation. The combined legacy Net Metering and DG program size is equal to ~~4.0~~ 2.0% of the Company's average in-state peak load for Full-Service customers during the previous 5 calendar years. Within the Program Capacity, ~~2.0~~ 1.0% is reserved for Category 1 legacy Net Metering and Distributed Generation customers, ~~1.0~~ 0.50% is reserved for Category 2 legacy Net Metering and Distributed Generation customers and ~~1.0~~ 0.50% is reserved for Category 3 legacy Net Metering and Distributed Generation customers. The Company shall notify the Commission upon the Program reaching capacity in any Category.

If an existing Net Metering customer increases the aggregate generation following the effective date of the Distributed Generation Program, all onsite generation will be subject to the terms and conditions of the Distributed Generation Program.

F. Customer Eligibility

In order to be eligible to participate in the Distributed Generation Program, customers must generate a portion or all of their own retail electricity requirements with an Eligible Electric Generator which utilizes a Renewable Energy Resource, as defined in C11.3.B., Distributed Generation Definitions.

A customer's eligibility to participate in the Distributed Generation Program is conditioned on the full satisfaction of any payment term or condition imposed on the customer by pre-existing contracts or tariffs with the Company, including those imposed by participation in the Distributed Generation Program, or those required by the interconnection of the customer's Eligible Electric Generator to the Company's distribution system.

G. Customer Billing – Category 1, 2 and 3 Customers

1. Inflow

a. Full Service Customers

The customer will be billed according to their retail rate schedule, plus surcharges, and Power Supply Cost Recovery (PSCR) Factor on metered Inflow for the billing period or time-based pricing period.

b. Retail Open Access Customers

The customer will be billed as stated on the customer's Retail Open Access Rate Schedule on metered Inflow for the billing period or time-based pricing period.

2. Customer Billing – Outflow Credit

The Customer will be credited on Outflow for the billing period or time-based pricing period. The credit shall be applied to the current billing month and shall be used to offset power supply charges on that bill. Any excess credit not used will be carried forward to subsequent billing periods. Unused Outflow Credit from previous months will be applied to power supply charges in the current billing month, if applicable. Outflow credit is non-transferrable.

(Continued on Sheet No. C-64.30)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. C-64.30**

(Continued from Sheet No. C-64.20)

**C11. SELF-GENERATION, NET METERING AND DISTRIBUTED GENERATION (Contd)**

**C11.3 DISTRIBUTED GENERATION PROGRAM (Contd)**

E. Customer Billing – Category 1, 2 and 3 Customers (Cont)

a. Full Service Customers Outflow Credit

Customers will be credited per kWh or per kW of Outflow based on the power supply rates (which ~~exclude~~ *include* transmission costs) of their Full Service Rate Schedule as shown below, plus the PSCR factor as shown on Tariff Sheet No. D-6.00.

<b>Residential Rates</b>		
Summer	(\$0.158384 <del>0.117786</del> )	per kWh of On-Peak Outflow between June 1 and September 30
On-Peak Basic	(\$0.103280 <del>0.078928</del> )	per kWh of Off-Peak Outflow between June 1 and September 30
Rate RSP	(\$0.095195 <del>0.082254</del> )	per kWh of all Outflow kWh between October 1 and May 31
	(\$0.158384 <del>0.117786</del> )	per kWh of On-Peak Outflow between June 1 and September 30
Smart Hours	(\$0.103280 <del>0.078928</del> )	per kWh of Off-Peak Outflow between June 1 and September 30
Rate RSH	(\$0.105892 <del>0.088047</del> )	per kWh of On-Peak Outflow between October 1 and May 31
	(\$0.092586 <del>0.080133</del> )	per kWh of Off-Peak Outflow between October 1 and May 31
	(\$0.158384 <del>0.117786</del> )	per kWh of On-Peak Outflow between June 1 and September 30
Nighttime Savers	(\$0.116071 <del>0.088480</del> )	per kWh of Off-Peak Outflow between June 1 and September 30
Rate RPM	(\$0.081202 <del>0.056736</del> )	per kWh of Super Off-Peak Outflow between June 1 and September 30
	(\$0.105892 <del>0.088047</del> )	per kWh of On-Peak Outflow between October 1 and May 31
	(\$0.103410 <del>0.089322</del> )	per kWh of Off-Peak Outflow between October 1 and May 31
	(\$0.078008 <del>0.066699</del> )	per kWh of Super Off-Peak Outflow between October 1 and May 31
<b>Secondary Rates</b>		
Rate GS	(\$0.106684 <del>0.073403</del> )	per kWh of Outflow during the billing months of June through September
	(\$0.090108 <del>0.075204</del> )	per kWh of Outflow during the billing months of October through May
Rate GSTU <sup>(1)</sup>	(\$0.144787 <del>0.093599</del> )	per kWh of On-Peak Outflow during the billing months of June through September
	(\$0.109603 <del>0.073454</del> )	per kWh of Mid-Peak Outflow during the billing months of June through September
	(\$0.078299 <del>0.048690</del> )	per kWh of Off-Peak Outflow during the billing months of June through September
	(\$0.099026 <del>0.082140</del> )	per kWh of On-Peak Outflow during the billing months of October through May
	(\$0.076808 <del>0.063993</del> )	per kWh of Off-Peak Outflow during the billing months of October through May
Rate GSD <sup>(1)</sup>	(\$0.032069 <del>0.037842</del> )	per kWh of Outflow during the billing months of June through September
	(\$0.031261 <del>0.038330</del> )	per kWh of Outflow during the billing months of October through May
	(\$25.10 <del>14.12</del> )	per kW of Outflow Demand during the billing months of June through September
	(\$17.73 <del>11.56</del> )	per kW of Outflow Demand during the billing months of October through May
<sup>(1)</sup> Outflow credit will be reduced by the applicable Interruptible Credit for GSTU and GSD customers participating on GSI Provision.		

(Continued on Sheet No. C-64.40)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. C-64.40

(Continued from Sheet No. C-64.30)

Primary Rates		
Rate GP		
Customer Voltage Level 1	(\$0.099980 0.067487)	per kWh of outflow during the billing months of June through September
	(\$0.085080 0.069078)	per kWh of outflow during the billing months of October through May
Customer Voltage Level 2	(\$0.101324 0.068416)	per kWh of outflow during the billing months of June through September
	(\$0.086202 0.070030)	per kWh of outflow during the billing months of October through May
Customer Voltage Level 3	(\$0.102465 0.069092)	per kWh of outflow during the billing months of June through September
	(\$0.087142 0.070724)	per kWh of outflow during the billing months of October through May
Rate GPD <sup>(2)</sup>		
Customer Voltage Level 1	(\$0.042163 0.037382)	per kWh of On-Peak Outflow during the billing months of June through September
	(\$0.026469 0.023817)	per kWh of Off-Peak Outflow during the billing months of June through September
	(\$27.49 +7.78)	per kW of Outflow Demand during the billing months of June through September
	(\$0.033687 0.030137)	per kWh of On-Peak Outflow during the billing months of October through May
	(\$0.028934 0.027878)	per kWh of Off-Peak Outflow during the billing months of October through May
	(\$24.81 +6.10)	per kW of Outflow Demand during the billing months of October through May
Customer Voltage Level 2	(\$0.042669 0.037853)	per kWh of On-Peak Outflow during the billing months of June through September
	(\$0.026787 0.024117)	per kWh of Off-Peak Outflow during the billing months of June through September
	(\$27.87 +8.04)	per kW of Outflow Demand during the billing months of June through September
	(\$0.034091 0.030517)	per kWh of On-Peak Outflow during the billing months of October through May
	(\$0.029281 0.028229)	per kWh of Off-Peak Outflow during the billing months of October through May
	(\$25.16 +6.34)	per kW of Outflow Demand during the billing months of October through May
Customer Voltage Level 3	(\$0.043061 0.038163)	per kWh of On-Peak Outflow during the billing months of June through September
	(\$0.027033 0.024315)	per kWh of Off-Peak Outflow during the billing months of June through September
	(\$28.21 +8.24)	per kW of Outflow Demand during the billing months of June through September
	(\$0.034405 0.030767)	per kWh of On-Peak Outflow during the billing months of October through May
	(\$0.029550 0.028461)	per kWh of Off-Peak Outflow during the billing months of October through May
	(\$25.46 +6.51)	per kW of Outflow Demand during the billing months of October through May
<sup>(2)</sup> For customers on Rate GPD GI Provision, On-Peak kW Outflow Credit shall be reduced by \$7.00 per kW during the billing months of June through September and \$6.00 per kW during the billing months of October through May.		

(Continued on Sheet No. C-64.50)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. C-64.50**

**(Continued from Sheet No. C-64.40)**

Rate GPTU		
Customer Voltage Level 1	<del>(\$0.131443)</del> 0.102073	per kWh of High-Peak Outflow between June 1 and September 30
	<del>(\$0.115635)</del> 0.092574	per kWh of Mid-Peak Outflow between June 1 and September 30
	<del>(\$0.089077)</del> 0.072745	per kWh of Low-Peak Outflow between June 1 and September 30
	<del>(\$0.068823)</del> 0.050966	per kWh of Off-Peak Outflow between June 1 and September 30
	<del>(\$0.092421)</del> 0.068936	per kWh of High-Peak Outflow between October 1 and May 31
	<del>(\$0.087281)</del> 0.066184	per kWh of Mid-Peak Outflow between October 1 and May 31
	<del>(\$0.077439)</del> 0.059966	per kWh of Off-Peak Outflow between October 1 and May 31
Customer Voltage Level 2	<del>(\$0.133187)</del> 0.103484	per kWh of High-Peak Outflow between June 1 and September 30
	<del>(\$0.117182)</del> 0.093860	per kWh of Mid-Peak Outflow between June 1 and September 30
	<del>(\$0.090273)</del> 0.073758	per kWh of Low-Peak Outflow between June 1 and September 30
	<del>(\$0.069735)</del> 0.051673	per kWh of Off-Peak Outflow between June 1 and September 30
	<del>(\$0.093637)</del> 0.069872	per kWh of High-Peak Outflow between October 1 and May 31
	<del>(\$0.088435)</del> 0.067082	per kWh of Mid-Peak Outflow between October 1 and May 31
	<del>(\$0.078460)</del> 0.060780	per kWh of Off-Peak Outflow between October 1 and May 31
Customer Voltage Level 3	<del>(\$0.134654)</del> 0.104517	per kWh of High-Peak Outflow between June 1 and September 30
	<del>(\$0.118490)</del> 0.094806	per kWh of Mid-Peak Outflow between June 1 and September 30
	<del>(\$0.091289)</del> 0.074504	per kWh of Low-Peak Outflow between June 1 and September 30
	<del>(\$0.070501)</del> 0.052192	per kWh of Off-Peak Outflow between June 1 and September 30
	<del>(\$0.094653)</del> 0.070545	per kWh of High-Peak Outflow between October 1 and May 31
	<del>(\$0.089404)</del> 0.067733	per kWh of Mid-Peak Outflow between October 1 and May 31
	<del>(\$0.079315)</del> 0.061364	per kWh of Off-Peak Outflow between October 1 and May 31
Rate EIP		
Customer Voltage Level 1	<del>(\$0.152676)</del> 0.102797	per kWh of Critical Peak Outflow between June 1 and September 30
	<del>(\$0.101783)</del> 0.068534	per kWh of High-Peak Outflow between June 1 and September 30
	<del>(\$0.089100)</del> 0.061570	per kWh of Mid-Peak Outflow between June 1 and September 30
	<del>(\$0.069718)</del> 0.048855	per kWh of Low-Peak Outflow between June 1 and September 30
	<del>(\$0.051268)</del> 0.032775	per kWh of Off-Peak Outflow between June 1 and September 30
	<del>(\$0.106872)</del> 0.077645	per kWh of Critical Peak Outflow between October 1 and May 31
	<del>(\$0.071248)</del> 0.051763	per kWh of High-Peak Outflow between October 1 and May 31

**Attachment 2**

To Settlement Agreement In Case No. U-21224

	<del>(\$0.067578)</del> <del>0.049048</del>	per kWh of Mid-Peak Outflow between October 1 and May 31
	<del>(\$0.058840)</del> <del>0.043517</del>	per kWh of Off-Peak Outflow between October 1 and May 31
Customer Voltage Level 2	<del>(\$0.154655)</del> <del>0.104128</del>	per kWh of Critical Peak Outflow between June 1 and September 30
	<del>(\$0.103102)</del> <del>0.069418</del>	per kWh of High-Peak Outflow between June 1 and September 30
	<del>(\$0.090264)</del> <del>0.062369</del>	per kWh of Mid-Peak Outflow between June 1 and September 30
	<del>(\$0.070633)</del> <del>0.049490</del>	per kWh of Low-Peak Outflow between June 1 and September 30
	<del>(\$0.051933)</del> <del>0.033200</del>	per kWh of Off-Peak Outflow between June 1 and September 30
	<del>(\$0.108249)</del> <del>0.078642</del>	per kWh of Critical Peak Outflow between October 1 and May 31
	<del>(\$0.072166)</del> <del>0.052427</del>	per kWh of High-Peak Outflow between October 1 and May 31
	<del>(\$0.068451)</del> <del>0.049677</del>	per kWh of Mid-Peak Outflow between October 1 and May 31
	<del>(\$0.059601)</del> <del>0.044076</del>	per kWh of Off-Peak Outflow between October 1 and May 31
Customer Voltage Level 3	<del>(\$0.156290)</del> <del>0.105035</del>	per kWh of Critical Peak Outflow between June 1 and September 30
	<del>(\$0.104192)</del> <del>0.070023</del>	per kWh of High-Peak Outflow between June 1 and September 30
	<del>(\$0.091235)</del> <del>0.062915</del>	per kWh of Mid-Peak Outflow between June 1 and September 30
	<del>(\$0.071397)</del> <del>0.049924</del>	per kWh of Low-Peak Outflow between June 1 and September 30
	<del>(\$0.052485)</del> <del>0.033491</del>	per kWh of Off-Peak Outflow between June 1 and September 30
	<del>(\$0.109384)</del> <del>0.079313</del>	per kWh of Critical Peak Outflow between October 1 and May 31
	<del>(\$0.072923)</del> <del>0.052875</del>	per kWh of High-Peak Outflow between October 1 and May 31
	<del>(\$0.069172)</del> <del>0.050102</del>	per kWh of Mid-Peak Outflow between October 1 and May 31
	<del>(\$0.060229)</del> <del>0.044452</del>	per kWh of Off-Peak Outflow between October 1 and May 31

b. Retail Open Access Customers

The Outflow Credit will be determined by the Retail Service Supplier

(Continued on Sheet No. C-64.60)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

(Continued From Sheet No. C-76.00)

**C18. STANDARD OFFER - PURCHASED POWER (Contd)**

D. Monthly Rate (Contd)

Rate Options (Contd)

Capacity

The monthly capacity payment will be equal to the number of Zonal Resource Credits (“ZRCs”) that MISO determines the seller’s QF can supply to the Company for the applicable MISO resource planning period multiplied by the applicable capacity rate expressed in such units of capacity. The current resource planning period is the planning year which runs from June 1st of each year through May 31st of the following year. If no historical generation data is available for the first year of generation a QF shall be assigned the MISO class average capacity credits by technology.

Capacity value paid to QFs does not depend on whether the Company actually obtains ZRCs for such capacity, only that the Company could obtain ZRCs for the QF capacity. Capacity value paid to a QF is in units of \$ per ZRC-Month. MISO ZRCs are equal to the project’s nameplate capacity (in MW<sub>AC</sub>) modified by the MISO effective load carrying capacity (ELCC) calculation.

Capacity will be paid based on the average of the methodologies utilized by MISO at the time the QF contract is executed and at the time of capacity delivery from the QF, according to the MISO Business Practices Manual (BPM) calculation method effective at the respective times.

Eligible QFs that meet the requirements of Section C18A (1) or C18A (2) of this Rule can select one of the Energy Rate Options listed below:

Rate Option	Energy Rate \$/kWh			
1. As Available Rate	Actual MISO Day Ahead Locational Marginal Price (LMP) at the Company’s CONS.CETR load node under a 15-year term then multiplied by 1 plus the line loss adjustment factor of <del>2.34</del> <del>2.24</del> % for interconnection voltages less than 46 kV or <del>1.34</del> <del>1.32</del> % for interconnection voltage at 46 kV and less the Administrative Fee of \$0.001/kWh.			
2. LMP Energy Rate Forecast (Year 1-5)	A 10-year term based on a forecast of LMPs for the first five years and year six through year 10 of the term will be based on actual LMPs as described below. Rates include the line loss adjustment and Administrative Fee.			
	On-Peak Energy Rate Interconnection Voltage <46 kV	Off-Peak Energy Rate Interconnection Voltage <46 kV	On-Peak Energy Rate Interconnection Voltage =46 kV	Off-Peak Energy Rate Interconnection Voltage =46 kV
Year	\$/kWh	\$/kWh	\$/kWh	\$/kWh
2022	\$0.02983	\$0.02477	\$0.02955	\$0.02453
2023	\$0.03076	\$0.02553	\$0.03048	\$0.02529
2024	\$0.03118	\$0.02643	\$0.03089	\$0.02618
2025	\$0.03145	\$0.02646	\$0.03116	\$0.02621
2026	\$0.03293	\$0.02755	\$0.03263	\$0.02729
2027	\$0.03455	\$0.02863	\$0.03423	\$0.02836
2028	\$0.03527	\$0.02874	\$0.03495	\$0.02847
2029	\$0.03621	\$0.02973	\$0.03588	\$0.02945
2030	\$0.03724	\$0.03049	\$0.03690	\$0.03021
Actual LMP (Year 6-10)	Actual MISO Day Ahead Locational Marginal Price (LMP) at the Company’s CONS.CETR load node under the remaining contract term then multiplied by 1 plus the line loss adjustment factor of <del>2.34</del> <del>2.24</del> % for interconnection voltages less than 46 kV or <del>1.34</del> <del>1.32</del> % for interconnection voltage at 46 kV and less the Administrative Fee of \$0.001/kWh.			

(Continued on Sheet No. C-78.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-5.00**

**SURCHARGES**

	<u>Electric Rate Case</u> <u>Deferral Surcharge</u> <u>(Case No. U-21224)</u> <u>Effective for service rendered</u> <u>XXXXXX XX, 2023 through</u> <u>XXXXXX XX, 202X</u>	<u>U-21224 Refund</u> <u>(Case No. U-21224)</u> <u>Effective for service rendered</u> <u>XXXXXX XX, 2023 through</u> <u>XXXXXX XX, 202X</u>
<b><u>Rate Schedule</u></b>		
<u>Rate RSP</u>	<u>\$0.000309/kWh</u>	<u>\$(0.000423)/kWh</u>
<u>Rate RSH</u>	<u>0.000309/kWh</u>	<u>(0.000423)/kWh</u>
<u>Rate RPM</u>	<u>0.000309/kWh</u>	<u>(0.000423)/kWh</u>
<u>Rate RSM</u>	<u>0.000309/kWh</u>	<u>(0.000423)/kWh</u>
<u>Rate GS</u>	<u>0.000228/kWh</u>	<u>(0.000406)/kWh</u>
<u>Rate GSTU</u>	<u>0.000228/kWh</u>	<u>(0.000406)/kWh</u>
<u>Rate GSD</u>	<u>0.000160/kWh</u>	<u>(0.000207)/kWh</u>
<u>Rate GP</u>		
<u>Customer Voltage Level 1</u>	<u>0.000014/kWh</u>	<u>(0.001156)/kWh</u>
<u>Customer Voltage Level 2</u>	<u>0.000049/kWh</u>	<u>(0.001156)/kWh</u>
<u>Customer Voltage Level 3</u>	<u>0.000081/kWh</u>	<u>(0.001156)/kWh</u>
<u>Rate GPD</u>		
<u>Customer Voltage Level 1</u>	<u>0.000010/kWh</u>	<u>(0.000285)/kWh</u>
<u>Customer Voltage Level 2</u>	<u>0.000035/kWh</u>	<u>(0.000285)/kWh</u>
<u>Customer Voltage Level 3</u>	<u>0.000058/kWh</u>	<u>(0.000285)/kWh</u>
<u>Rate GPTU</u>		
<u>Customer Voltage Level 1</u>	<u>0.000010/kWh</u>	<u>(0.000991)/kWh</u>
<u>Customer Voltage Level 2</u>	<u>0.000035/kWh</u>	<u>(0.000991)/kWh</u>
<u>Customer Voltage Level 3</u>	<u>0.000058/kWh</u>	<u>(0.000991)/kWh</u>
<u>Rate EIP</u>		
<u>Customer Voltage Level 1</u>	<u>0.000010/kWh</u>	<u>(0.000260)/kWh</u>
<u>Customer Voltage Level 2</u>	<u>0.000035/kWh</u>	<u>(0.000260)/kWh</u>
<u>Customer Voltage Level 3</u>	<u>0.000058/kWh</u>	<u>(0.000260)/kWh</u>
<u>Rate LED</u>		
<u>Customer Voltage Level 1</u>	<u>0.000010/kWh</u>	<u>NA</u>
<u>Customer Voltage Level 2</u>	<u>0.000035/kWh</u>	<u>NA</u>
<u>Customer Voltage Level 3</u>	<u>0.000058/kWh</u>	<u>NA</u>
<u>Rate LTILRR</u>	<u>NA</u>	<u>NA</u>
<u>Rate GSG-2</u>		
<u>Customer Voltage Level 1</u>	<u>0.000010/kWh</u>	<u>(0.000004)/kWh</u>
<u>Customer Voltage Level 2</u>	<u>0.000035/kWh</u>	<u>(0.000156)/kWh</u>
<u>Customer Voltage Level 3</u>	<u>0.000058/kWh</u>	<u>(0.002017)/kWh</u>
<u>Rate GML</u>	<u>0.000271/kWh</u>	<u>(0.001129)/kWh</u>
<u>Rate GUL</u>	<u>0.001306/kWh</u>	<u>(0.004352)/kWh</u>
<u>Rate GU-LED</u>	<u>0.001306/kWh</u>	<u>(0.004352)/kWh</u>
<u>Rate GU</u>	<u>0.000093/kWh</u>	<u>(0.000414)/kWh</u>
<u>Rate PA</u>	<u>NA</u>	<u>NA</u>
<u>Rate ROA-R</u>	<u>Same as Full Service Delivery Rate Schedule</u>	
<u>Rate ROA-S</u>	<u>Same as Full Service Delivery Rate Schedule</u>	
<u>Rate GSD</u>		<u>(0.000200)/kWh</u>
<u>Rate ROA-P</u>	<u>Same as Full Service Delivery Rate Schedule</u>	
<u>Rate GP</u>		
<u>Customer Voltage Level 3</u>		<u>(0.000012)/kWh</u>
<u>Rate GPD</u>		
<u>Customer Voltage Level 1</u>		<u>(0.000010)/kWh</u>
<u>Customer Voltage Level 2</u>		<u>(0.000030)/kWh</u>
<u>Customer Voltage Level 3</u>		<u>(0.000114)/kWh</u>

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-9.00**

**RATE CATEGORIES AND PROVISIONS**

<u>Description</u>	<u>Full Service</u>	<u>Retail Open Access</u>
<b>RESIDENTIAL SUMMER ON-PEAK BASIC RATE RSP</b>		
Residential	1001	Not Applicable
<u>Provisions</u>		
Residential Summer On-Peak Basic With Income Assistance (RIA) *	Applicable	Not Applicable
Residential Summer On-Peak Basic With Low Income Assistance Credit (LIAC) *	Applicable	Not Applicable
Residential Summer On-Peak Basic With Senior Citizen (RSC) *	Applicable	Not Applicable
Peak Power Savers – Device Cycling Program ***	Applicable	Not Applicable
Peak Power Savers – Peak Reward ***	Applicable	Not Applicable
Peak Power Savers – Critical Peak Pricing ***	Applicable	Not Applicable
Residential Summer On-Peak Basic With Self-Generation (SG) **	1700	Not Applicable
Net Metering Program	Applicable	Not Applicable
Distributed Generation Program	Applicable	Not Applicable
Green Generation Program ****	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable
<b>RESIDENTIAL SMART HOURS RATE RSH</b>		
Residential	1040	Not Applicable
<u>Provisions</u>		
Residential Smart Hours With Income Assistance (RIA) *	Applicable	Not Applicable
Residential Smart Hours With Low Income Assistance Credit (LIAC) *	Applicable	Not Applicable
Residential Smart Hours With Senior Citizen (RSC) *	Applicable	Not Applicable
Peak Power Savers – Device Cycling Program ***	Applicable	Not Applicable
Peak Power Savers – Peak Reward ***	Applicable	Not Applicable
Peak Power Savers – Critical Peak Pricing ***	Applicable	Not Applicable
Residential Smart Hours With Self-Generation (SG) **	1702	Not Applicable
Net Metering Program	Applicable	Not Applicable
Distributed Generation Program	Applicable	Not Applicable
Green Generation Program ****	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable
<a href="#"><u>Residential Electric Vehicle Program</u></a>	<a href="#"><u>Applicable</u></a>	<a href="#"><u>Not Applicable</u></a>
<b>RESIDENTIAL NIGHTTIME SAVERS RATE RPM</b>		
Residential	1050	Not Applicable
<u>Provisions</u>		
Residential Nighttime Savers With Income Assistance (RIA) *	Applicable	Not Applicable
Residential Nighttime Savers With Low Income Assistance Credit (LIAC) *	Applicable	Not Applicable
Residential Nighttime Savers With Senior Citizen (RSC) *	Applicable	Not Applicable
Residential Nighttime Savers – Plug-In Electric Vehicle Only Credit	Applicable	Not Applicable
Peak Power Savers – Device Cycling Program ***	Applicable	Not Applicable
Peak Power Savers – Peak Reward ***	Applicable	Not Applicable
Peak Power Savers – Critical Peak Pricing ***	Applicable	Not Applicable
Residential Nighttime Savers With Self-Generation (SG) **	1703	Not Applicable
Net Metering Program	Applicable	Not Applicable
Distributed Generation Program	Applicable	Not Applicable
Green Generation Program ****	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable
<a href="#"><u>Residential Electric Vehicle Program</u></a>	<a href="#"><u>Applicable</u></a>	<a href="#"><u>Not Applicable</u></a>
<b>RESIDENTIAL SERVICE SECONDARY NON-TRANSMITTING METER RATE RSM</b>		
Residential	1000	Not Applicable
<u>Provisions</u>		
Residential Non-Transmitting Meter With Income Assistance (RIA) *	Applicable	Not Applicable
Residential Non-Transmitting Meter With Low Income Assistance Credit (LIAC) *	Applicable	Not Applicable
Residential Non-Transmitting Meter With Senior Citizen (RSC) *	Applicable	Not Applicable
Green Generation Program ****	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable

\* Provisions shall not be taken in conjunction with each other.

\*\* Provisions shall not be taken in conjunction with the Net Metering Program or the Distributed Generation Program.

\*\*\* Peak Reward and/or [Device Cycling Program](#) ~~Critical Peak Pricing~~ shall not be taken in conjunction with [Critical Peak Pricing](#) ~~each other~~.

\*\*\*\* Closed to new customers, effective April 5, 2019.

**(Continued on Sheet No. D-10.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-10.00**

**RATE CATEGORIES AND PROVISIONS  
(Continued From Sheet No. D-9.00)**

<u>Description</u>	<u>Full Service</u>	<u>Retail Open Access</u>
<b>GENERAL SERVICE SECONDARY RATE GS</b>		
Commercial	1100	2100
Commercial – Temporary Construction Service	1999	Not Applicable
<u>Provisions</u>		
Commercial Billboards/Outdoor Advertising Signs – Dusk to Dawn	Applicable	Not Applicable
Commercial Billboards/Outdoor Advertising Signs – Fixed Hours of Operation	Applicable	Not Applicable
Commercial Miscellaneous	Applicable	Not Applicable
Commercial Resale	Applicable	Applicable
Commercial With Educational Institution (GEI)	Applicable	Applicable
Commercial With Self-Generation (SG) *	1715	Not Applicable
Net Metering Program	Applicable	Applicable
Distributed Generation Program	Applicable	Applicable
<u>Demand Response Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
Green Generation Program **	Applicable	Not Applicable
Non-Transmitting Meter Provision	Applicable	Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable
<b>GENERAL SERVICE SECONDARY TIME-OF-USE RATE GSTU</b>		
Commercial	1121	Not Applicable
<u>Provisions</u>		
Commercial With Educational Institution (GEI)	Applicable	Not Applicable
Commercial With Interruptible Provision (GSI)	Applicable	Not Applicable
Commercial With Self-Generation (SG) *	1716	Not Applicable
Distributed Generation Program	Applicable	Applicable
<u>Demand Response Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
Commercial Resale	Applicable	Not Applicable
Green Generation Program **	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable
<b>GENERAL SERVICE SECONDARY DEMAND RATE GSD</b>		
Commercial	1120	2120
Commercial (100 kW Billing Demand Guarantee)	1140	2140
<u>Provisions</u>		
Commercial Resale	Applicable	Applicable
Commercial With Educational Institution (GEI)	Applicable	Applicable
Commercial With Interruptible Provision (GSI)	Applicable	Not Applicable
Commercial With Self-Generation (SG) *	1725	Not Applicable
Commercial (100 kW Billing Demand Guarantee) With Self-Generation (SG) *	1735	Not Applicable
Net Metering Program	Applicable	Applicable
Distributed Generation Program	Applicable	Applicable
<u>Demand Response Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
Green Generation Program **	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable

\*Provisions shall not be taken in conjunction with the Net Metering Program or Distributed Generation Program.

\*\* Closed to new customers, effective April 5, 2019.

**(Continued on Sheet No. D-11.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-11.00**

**RATE CATEGORIES AND PROVISIONS  
(Continued From Sheet No. D-10.00)**

<u>Description</u>	<u>Full Service</u>	<u>Retail Open Access</u>
<b>GENERAL SERVICE PRIMARY RATE GP</b>		
Commercial (Customer Voltage Level 1, 2 or 3)	1200	2200
Industrial (Customer Voltage Level 1, 2 or 3)	1210	2210
<u>Provisions</u>		
Commercial (Customer Voltage Level 1, 2 or 3) Resale	Applicable	Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Educational Institution (GEI)	Applicable	Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1745	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1750	Not Applicable
Net Metering Program	Applicable	Applicable
Distributed Generation Program	Applicable	Applicable
<u>Demand Response Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
Green Generation Program ***	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable
<b>LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD</b>		
Commercial (Customer Voltage Level 1, 2 or 3)	1220	2220
Industrial (Customer Voltage Level 1, 2 or 3)	1230	2230
<u>Provisions</u>		
Commercial (Customer Voltage Level 1, 2 or 3) Resale	Applicable	Applicable
Industrial (Customer Voltage Level 1, 2 or 3) Resale	Applicable	Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Aggregate Peak Demand (GAP) **	Applicable	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Aggregate Peak Demand (GAP) **	Applicable	Not Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Educational Institution (GEI) **	Applicable	Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Educational Institution (GEI) **	Applicable	Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Interruptible (GI)	Applicable	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Interruptible (GI)	Applicable	Not Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1755	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1760	Not Applicable
Net Metering Program	Applicable	Applicable
Distributed Generation Program	Applicable	Applicable
<u>Demand Response Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
Green Generation Program ***	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable
<b>GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU</b>		
Commercial (Customer Voltage Level 1, 2, or 3)	1280	Not Applicable
Industrial (Customer Voltage Level 1, 2, or 3)	1285	Not Applicable
<u>Provisions</u>		
Commercial (Customer Voltage Level 1, 2 or 3) Resale	Applicable	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) Resale	Applicable	Not Applicable
Commercial with Education Institution (GEI)	Applicable	Not Applicable
Industrial with Education Institution (GEI)	Applicable	Not Applicable
<u>Commercial (Customer Voltage Level 1, 2 or 3) With Interruptible (GI)</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Industrial (Customer Voltage Level 1, 2 or 3) With Interruptible (GI)</u>	<u>Applicable</u>	<u>Not Applicable</u>
Commercial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1765	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1770	Not Applicable
Net Metering Program	Applicable	Not Applicable
Distributed Generation Program	Applicable	Not Applicable
<u>Demand Response Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
Green Generation Program ***	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable
<b>GENERAL SERVICE ENERGY INTENSIVE PRIMARY RATE EIP</b>		
Industrial (Customer Voltage Level 1, 2, or 3)	1250	Not Applicable
<u>Provisions</u>		
Commercial (Customer Voltage Level 1, 2, or 3) With Self-Generation (SG) **	1775	Not Applicable
Industrial (Customer Voltage Level 1, 2, or 3) With Self-Generation (SG) **	1780	Not Applicable
Distributed Generation Program	Applicable	Not Applicable
<u>Demand Response Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
Green Generation Program ***	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable

\*\* Provisions shall not be taken in conjunction with the Net Metering Program or Distributed Generation Program.

\*\*\* Closed to new customers, effective April 5, 2019.

(Continued on Sheet No. D-12.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-12.00**

**RATE CATEGORIES AND PROVISIONS  
(Continued From Sheet No. D-11.00)**

<u>Description</u>	<u>Full Service</u>	<u>Retail Open Access</u>
<b>LARGE ECONOMIC DEVELOPMENT RATE LED</b>		
Commercial (Customer Voltage Level 1, 2 or 3)	1900	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3)	1910	Not Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Interruptible	Applicable	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Interruptible	Applicable	Not Applicable
<b>LONG TERM INDUSTRIAL LOAD RETENTION RATE – LTILRR</b>		
Industrial	1240	Not Applicable
Industrial With Interruptible	Available	Not Available
<b>GENERAL SERVICE SELF GENERATION RATE GSG-2</b>		
Commercial - Primary Service	1320	Not Applicable
Commercial (Customer Voltage Level 1, 2, or 3) - Primary Service 100 kW or less	1325	Not Applicable
Industrial - Primary Service	1340	Not Applicable
Industrial (Customer Voltage Level 1, 2, or 3) - Primary Service 100 kW or less	1345	Not Applicable
Industrial (Customer Voltage Level 1, 2, or 3) - Primary Service greater than 100 kW	1350	Not Applicable
<u>Provisions</u>		
<u>Demand Response Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
Green Generation *	Applicable	Not Applicable
Renewable Energy Credit (REC) Programs	Applicable	Not Applicable
<b>EXPERIMENTAL ADVANCED RENEWABLE PROGRAM AR</b>		
Residential	1015	2015
Commercial – Secondary Delivery, Rate GS	1105	2105
Industrial – Secondary Delivery, Rate GS	1115	2115
Commercial – Secondary Delivery, Rate GSD	1125	2125
Industrial – Secondary Delivery, Rate GSD	1135	2135
Commercial – Primary Delivery, Rate GP	1205	2205
Industrial – Primary Delivery, Rate GP	1215	2215
Commercial – Primary Delivery, Rate GPD	1225	2225
Industrial – Primary Delivery, Rate GPD	1235	2235
<b>PILOT SOLAR PROGRAM</b>		
Residential	1800	Not Applicable
Commercial	1825	Not Applicable
Industrial	1850	Not Applicable
<b>VOLUNTARY LARGE CUSTOMER RENEWABLE ENERGY PROGRAM (LC-REP)</b>		
Commercial – (Customer Voltage Level 1, 2, or 3) - Primary Delivery	1260	Not Applicable
Industrial – (Customer Voltage Level 1, 2, or 3) - Primary Delivery	1265	Not Applicable
Commercial – (Customer Voltage Level 1, 2, or 3) - Primary Delivery	1270	Not Applicable
Industrial – (Customer Voltage Level 1, 2, or 3) - Primary Delivery	1275	Not Applicable

\* Closed to new customers, effective April 5, 2019.

**(Continued on Sheet No. D-13.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**RESIDENTIAL SUMMER ON-PEAK BASIC RATE RSP**

**Availability:**

Subject to any restrictions, this rate is available to any Full Service Customer desiring electric service for any usual residential use in: (i) private family dwellings; (ii) tourist homes, rooming houses, dormitories, nursing homes and other similarly occupied buildings containing sleeping accommodations for up to six persons; or (iii) existing multifamily dwellings containing up to four households served through a single meter. Service for single-phase or three-phase equipment may be included under this rate, 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, except as provided for below ~~without the specific consent of the Company.~~

Service for charging Electric Vehicles is available on this rate and shall not exceed 9.6 kW, except as provided for below. Electric Vehicle charging equipment is not included in the total connected load of the home for purposes of this section.

Individual equipment exceeding 3 hp or 3 kW. Electric Vehicle charging equipment exceeding 9.6 kW, or total household load exceeding 10 kW may be subject to additional charges in accordance with Rule C6., Distribution Systems, Line Extensions and Service Connections. Such charges shall only apply to the extent the cost exceeds that of ensuring the connecting equipment matches that provided as standard to new residential customers.

This rate is not available for: (i) resale purposes; (ii) multifamily dwellings containing more than four living units served through a single meter; (iii) tourist homes, rooming houses, dormitories, nursing homes and similarly occupied buildings containing sleeping accommodations for more than six persons; (iv) any other Non-Residential usage; or (v) Rule C5.5 – Non-Transmitting Meter Provision participants.

Residences in conjunction with commercial or industrial enterprises and mobile home parks may take service on this rate only under the Rules and Regulations contained in the Company's Electric Rate Book.

**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.

**Monthly Rate:**

**Power Supply Charges: These charges are applicable to Full Service Customers.**

Energy Charge:

Non-Capacity	Capacity	Total	
\$ <u>0.070713</u> <del>0.058841</del>	\$ <u>0.032567</u> <del>0.041238</del>	\$ <u>0.103280</u> <del>0.100079</del>	per kWh for Off-Peak kWh between June 1 and September 30
\$ <u>0.109931</u> <del>0.087901</del>	\$ <u>0.048453</u> <del>0.061354</del>	\$ <u>0.158384</u> <del>0.149255</del>	per kWh for On-Peak kWh between June 1 and September 30
\$ <u>0.069821</u> <del>0.058608</del>	\$ <u>0.025374</u> <del>0.040126</del>	\$ <u>0.095195</u> <del>0.098734</del>	per kWh for all kWh between October 1 and May 31

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Delivery Charges: These charges are applicable to Full Service Customers.**

System Access Charge: \$8.00 per customer per month

Distribution Charge: \$0.064152 ~~0.059076~~ per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-15.00**

---

**RESIDENTIAL SUMMER ON-PEAK BASIC RATE RSP**

**(Continued From Sheet No. D-14.00)**

**Monthly Rate: (Contd)**

**Income Assistance Service Provision (RIA):**

When service is supplied to a Principal Residence Customer, where the total household income does not exceed 150% of the Federal Poverty level, a credit shall be applied during all billing months. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:

1. A Home Heating Credit energy draft
2. State Emergency Relief
3. Assistance from a Michigan Energy Assistance Program (MEAP)
4. Medicaid

If a customer does not meet any of the above requirements, a low-income verification form will be provided by the Company for the customer to complete and return.

The monthly credit for the Income Assistance Service Provision (RIA) shall be applied as follows:

**Delivery Charges: These charges are applicable to Full Service Customers.**

Income Assistance Credit: \$(8.00) per customer per month

If a credit balance occurs, the credit shall apply to the customer's future electric utility charges.

This credit shall not be taken in conjunction with a credit for the Senior Citizen Service Provision (RSC).

**Low Income Assistance Credit (LIAC):**

Company selected Residential customers may receive LIAC for up to 12 consecutive months. The number of customers enrolled may be adjusted, at the Company's discretion, in order to dispense Commission-approved LIAC funding on an annual basis. Any shortfall in the dispensing of annual LIAC funds to qualified customers shall be carried over into the subsequent LIAC program year. LIAC customer selection will be based on highest need and with total household income that does not exceed 150% of the Federal Poverty level. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:

1. Customers whose total household income does not exceed 150% of the Federal Poverty level within the last 12 months
2. Customers who have received assistance from a Michigan Energy Assistance Program (MEAP)
3. Customers who have received a Home Heating Credit energy draft
4. A State Emergency Relief program
5. Medicaid
6. Customers that have participated in a Supplementary Nutrition Assistance Program where the total household income does not exceed 150% of the Federal Poverty level within the last 12 months.

If the customer does not meet any of the above requirements, a low-income verification form will be provided by the Company for the customer to complete and return.

The monthly credit for LIAC shall be applied as follows:

Low Income Assistance Credit: \$(30.00) per meter per month

If a credit balance occurs, the credit shall apply to the customer's future electric utility charges. Re-enrollment, if applicable, and confirmation of qualification is required for each annual period of participation.

Customers selected for LIAC will not be eligible for the RIA Provision while enrolled in LIAC.

**Senior Citizen Service Provision (RSC):**

When service is supplied to the Principal Residence Customer who is 65 years of age or older and head of household, a credit shall be applied during all billing months.

The monthly credit for the residential Senior Citizen Service Provision shall be applied as follows:

**Delivery Charges: These charges are applicable to Full Service and Retail Open Access customers.**

Senior Citizen Credit: \$(4.00) per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA) *and shall not be applied to more than one account per Principal Residence Customer.*

---

**(Continued on Sheet No. D-16.00)**

**Monthly Rate: (Contd)**

**Peak Power Savers:**

Customers can elect to participate in the Device Cycling Program and the Peak Reward Program as described in this tariff. When a customer participates in both programs, the customer’s incremental energy savings earned under the Peak Reward is compared to the total credit earned under the Device Cycling Program. The greater of the two credits will be applied to the customer’s invoice for that billing month. Both credits will not apply in a single billing month. Customers participating in the Peak Reward Program cannot participate in the Critical Peak Price Program. The Company reserves the right to call test events between October 1 and May 31 for customers participating in Peak Power Savers Programs.

**Device Cycling Program**

A customer in a single family residence who is taking service from the Company may be eligible to participate in the Company’s voluntary Peak Power Savers – Device Cycling Program for load management of eligible electric equipment, including ~~central~~ air conditioning, water heaters, generators and other qualifying equipment. Customer eligibility to participate is determined solely by the Company. Device Cycling Program Credits may be taken in conjunction with one another, *except for the Generator Credit which cannot be taken with any other Device Cycling Program credit(s)*. The Company will accept a customer’s qualifying electric equipment under this program only if it has the capability to be controlled by the Company. The Company will install the required equipment as the customer’s premises which will allow Load Management upon signal from the Company. When Load Management equipment is installed at a premises, future customers will be auto-enrolled into the Peak Power Savers - Device Cycling Program. Upon move in, the customer will be notified confirming participation in the Peak Power Savers - Device Cycling Program and will have 30 days to opt out. Such equipment shall be furnished, installed, maintained and owned by the Company at the Company’s expense. Equipment installations must conform to the Company’s specifications.

The Company reserves the right to specify the term or duration of the program. The customer’s enrollment shall be terminated if the voluntary program ceases, if the customer tampers with the control switch or the Company’s equipment or any reasons as provided for in Rule C1.3, Use of Service.

Load Management may occur any day of the week including weekends between the hours of 7:00 AM and 8:00 PM for no more than an eight hour period in any one day. Load management may be implemented for, but not limited to, maintaining system integrity, making an emergency purchase, economic reasons, or when there is insufficient system generation available to meet anticipated system load. Load Management may only occur outside of the hours of 7:00 AM and 8:00 PM during a declared emergency event as directed by MISO.

The customer may contact the Company to request to override a Load Management event for one Load Management event during the June through September months in any one calendar year for the balance of the hours left in that Load Management event with no penalty. The request shall be granted at the discretion of the Company. If the override request was granted by the Company and the customer requests and is granted any additional overrides in the same calendar year, the Peak Power Savers – Device Cycling Credit may be forfeited for that billing month.

Rule C1.1 Character of Service, Rule C3 Emergency Electrical Procedures and other rules and regulations contained in the Company’s Electric Rate Book apply to customers taking service under this Peak Power Savers – Device Cycling Program.

The monthly credit(s) for the Peak Power Savers Program shall be applied as follows:

**Power Supply Charges: These charges are applicable to Full Service Customers.**

Air Conditioner Peak Cycling Credit:	\$(8.00)	per customer per month during the billing months of June – September
Water Heater Cycling Credit:	\$(3.20)	per customer per month for all billing months
Generator Credit:	\$(22.40)	per customer per month for all billing months

**(Continued on Sheet No. D-17.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-17.00

**RESIDENTIAL SUMMER ON-PEAK BASIC RATE RSP**

(Continued From Sheet No. D-16.00)

**Monthly Rate: (Contd)**

**Peak Power Savers: (Contd)**

**Peak Reward**

Participating customers are able to manage electric costs by reducing load during critical peak events. The Company may call up to fourteen critical peak events between June 1 and September 30 and up to five critical peak events between October 1 and May 31. Customers will be notified by 11:59 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer. In the circumstance that MISO declares a maximum Generation Emergency Event, participating customers may receive a critical peak event communication without a guarantee of advance notice. The maximum Generation Emergency Event will be in accordance with the currently effective MISO Emergency Electrical Procedure or North American Electric Reliability Corporation Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared emergency status.

A control group will be established for each critical peak event. Control group participants will not receive notice and shall receive a standard credit of \$3.00 for participation in the control group for the critical peak event. Customers may be assigned to a maximum of two control groups per event season.

Customers must have a transmitting meter to participate in Peak Power Savers. Customers who relocate within the Consumers Energy electric service territory will have their Peak Reward enrollment transferred to their new premises, unless a request for cancelation is submitted to the Company.

During a critical peak event, customers will be credited the Peak Reward per kWh of incremental energy reductions.

**Power Supply Charges: These charges are applicable to Full Service Customers.**

Peak Reward: \$1.00 per kWh of incremental energy reduction during a critical peak event

**Critical Peak Price**

Participating customers are able to manage electric costs by shifting load during critical peak events to a lower cost pricing period. The Company may call up to fourteen critical peak events between June 1 and September 30. Customers will be notified by 11:59 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer.

A control group will be established for each critical peak event. Control group participants will not receive notice and shall not be penalized for not participating in the critical peak event. Customers may be assigned to a maximum of two control groups per event season.

Customers must have a transmitting meter to participate in Peak Power Savers. Customers who relocate within the Consumers Energy electric service territory will have their Critical Peak Price enrollment transferred to their new premises, unless a request for cancellation is submitted to the Company.

During a critical peak event, customers will be charged the Critical Peak Price per kWh consumed during the critical peak event.

**Power Supply Charges: These charges are applicable to Full Service Customers.**

Critical Peak Price: \$1.00 per kWh of energy consumed during a critical peak event between June 1 and September 30

Off-Peak Discount: \$(~~0.014702~~ 0.015226) per kWh of Off-Peak kWh between June 1 and September 30

**Self-Generation (SG):**

To be eligible for Self-Generation, a Customer with a generating installation operating in parallel with the Company's system, must meet the requirements described in Rule C 11.1., Self-Generation.

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C 11.2., Net Metering Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C11.2.B, Net Metering Definitions.

A customer who participates in the Net Metering Program is subject to the provisions contained in Rule C 11.2., Net Metering Program.

**Distributed Generation Program:**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

The Distributed Generation Program is available to any eligible customer as described in Rule C 11.3., Distributed Generation Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.3.B., Distributed Generation Definitions.

A customer who participates in the Distributed Generation Program is subject to the provisions contained in Rule C 11.3., Distributed Generation Program.

**Green Generation Program:**

Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C10.2, Green Generation Program.

A customer who participates in the Green Generation Program is subject to the provisions contained in Rule C10.2, Green Generation Program.

**(Continued on Sheet No. D-18.00)**

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**RESIDENTIAL SMART HOURS RATE RSH**

**Availability:**

Subject to any restrictions, this rate is available to any Full Service residential customers who have the required metering equipment and infrastructure installed. The Company will furnish, maintain and own the required equipment at the customers' premises at the Company's request. By selecting this rate schedule, the customer agrees to provide an email address. Electric consumption is billed using on-peak and off-peak periods year-round on the Residential Smart Hours Rate.

*Service for single-phase or three-phase equipment may be included under this rate, 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, except provided for below.*

*Service for charging Electric Vehicles is available on this rate and shall not exceed 9.6 kW, except as provided for below. Electric Vehicle charging equipment is not included in the total connected load of the home for purposes of this section.*

*Individual equipment exceeding 3 hp or 3 kW, Electric Vehicle charging equipment exceeding 9.6 kW, or total household load exceeding 10 kW may be subject to additional charges in accordance with Rule C6., Distribution Systems, Line Extensions and Service Connections. Such charges shall only apply to the extent the cost exceeds that of ensuring the connecting equipment matches that provided as standard to new residential customers.*

This rate is not available for resale purposes or for any Non-Residential usage.

**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.

**Monthly Rate:**

**Power Supply Charges: These charges are applicable to Full Service Customers.**

	Non-Capacity	Capacity	Total	
Off-Peak – Summer	<del>\$0.070713</del> \$0.058841	<del>\$0.032567</del> \$0.041238	<del>\$0.103280</del> \$0.100079	per kWh for all Off-Peak kWh between June 1 and September 30
On-Peak – Summer	<del>\$0.109931</del> \$0.087901	<del>\$0.048453</del> \$0.061354	<del>\$0.158384</del> \$0.149255	per kWh for all On-Peak kWh between June 1 and September 30
Off-Peak – Winter	<del>\$0.068024</del> \$0.057841	<del>\$0.024562</del> \$0.038554	<del>\$0.092586</del> \$0.096395	per kWh for all Off-Peak kWh between October 1 and May 31
On-Peak – Winter	<del>\$0.077952</del> \$0.062689	<del>\$0.027940</del> \$0.043857	<del>\$0.105892</del> \$0.106546	per kWh for all On-Peak kWh between October 1 and May 31

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Delivery Charges: These charges are applicable to Full Service Customers.**

System Access Charge:	\$8.00	per customer per month
Distribution Charge:	<del>\$0.064152</del> 0.059076	per kWh for all kWh for a Full Service customer

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**Income Assistance Service Provision (RIA):**

When service is supplied to a Principal Residence Customer, where the total household income does not exceed 150% of the Federal Poverty Level, a credit shall be applied during all billing months. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:

1. A Home Heating Credit energy draft
2. State Emergency Relief
3. Assistance from a Michigan Energy Assistance Program (MEAP)
4. Medicaid

If a customer does not meet any of the above requirements, a low-income verification form will be provided by the Company for the customer to complete and return.

The monthly credit for the Income Assistance Service Provision (RIA) shall be applied as follows:

**Delivery Charges: These charges are applicable to Full Service Customers.**

Income Assistance Credit:	\$(8.00)	per customer per month
---------------------------	----------	------------------------

If a credit balance occurs, the credit shall apply to the customer's future electric utility charges.

This credit shall not be taken in conjunction with a credit for the Senior Citizen Service Provision (RSC).

**(Continued on Sheet No. D-37.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-37.00

**RESIDENTIAL SMART HOURS RATE RSH**

(Continued From Sheet No. D-36.00)

**Monthly Rate: (Contd)**

**Low Income Assistance Credit (LIAC):**

Company selected Residential customers may receive LIAC for up to 12 consecutive months. The number of customers enrolled may be adjusted, at the Company's discretion, in order to dispense Commission-approved LIAC funding on an annual basis. Any shortfall in the dispensing of annual LIAC funds to qualified customers shall be carried over into the subsequent LIAC program year. LIAC customer selection will be based on highest need and with total household income that does not exceed 150% of the Federal Poverty level. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:

1. Customers whose total household income does not exceed 150% of the Federal Poverty level within the last 12 months
2. Customers who have received assistance from a Michigan Energy Assistance Program (MEAP)
3. Customers who have received a Home Heating Credit energy draft
4. A State Emergency Relief program
5. Medicaid
6. Customers that have participated in a Supplementary Nutrition Assistance Program where the total household income does not exceed 150% of the Federal Poverty level within the last 12 months.

If the customer does not meet any of the above requirements, a low-income verification form will be provided by the Company for the customer to complete and return.

The monthly credit for LIAC shall be applied as follows:

Low Income Assistance Credit: \$(30.00) per meter per month

If a credit balance occurs, the credit shall apply to the customer's future electric utility charges. Re-enrollment, if applicable, and confirmation of qualification is required for each annual period of participation.

Customers selected for LIAC will not be eligible for the RIA Provision while enrolled in LIAC.

**Senior Citizen Service Provision (RSC):**

When service is supplied to the ~~Principle~~ Principal Residence Customer who is 65 years of age or older and head of household, a credit shall be applied during all billing months.

The monthly credit for the residential Senior Citizen Service Provision shall be applied as follows:

**Delivery Charges: These charges are applicable to Full Service Customers.**

Senior Citizen Credit: \$(4.00) per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA) and shall not be applied to more than one account per Principal Residence Customer.

**Peak Power Savers:**

Customers can elect to participate in the Device Cycling Program and the Peak Reward Program as described in this tariff. When a customer participates in both programs, the customer's incremental energy savings earned under the Peak Reward is compared to the total credit earned under the Device Cycling Program. The greater of the two credits will be applied to the customer's invoice for that billing month. Both credits will not apply in a single billing month. Customers participating in the Peak Reward Program cannot participate in the Critical Peak Price Program. The Company reserves the right to call test events between October 1 and May 31 for customers participating in Peak Power Savers.

**Device Cycling Program:**

A customer in a single family residence who is taking service from the Company may be eligible to participate in the Company's voluntary Peak Power Savers – Device Cycling Program for load management of eligible electric equipment, including ~~central~~ air conditioning, water heaters, generators and other qualifying equipment. Customer eligibility to participate in this program is determined solely by the Company. Device Cycling Program Credits may be taken in conjunction with one another, except for the Generator Credit which cannot be taken with any other Device Cycling Program credit(s). The Company will accept a customer's qualifying electric equipment under this program only if it has the capability to be controlled by the Company. The Company will install the required equipment at the customer's premises which will allow Load Management upon signal from the Company. When Load Management equipment is installed at a premises, future customers will be auto-enrolled into the Peak Power Savers – Device Cycling Program. Upon move in, the customer will be notified confirming participation in the Peak Power Savers – Device Cycling Program and will have 30 days to opt out. Such equipment shall be furnished, installed, maintained and owned by the Company at the Company's expense. Equipment installations must conform to the Company's specifications.

(Continued on Sheet No. D-38.00)



**Attachment 2**

To Settlement Agreement In Case No. U-21224

Customers must have a transmitting meter to participate in Peak Power Savers. Customers who relocate within the Consumers Energy electric service territory will have their Critical Peak Price enrollment transferred to their new premises, unless a request for cancellation is submitted to the Company.

During a critical peak event, customers on will be charged the Critical Peak Price per kWh consumed during the critical peak event.

**Power Supply Charges: These charges are applicable to Full Service Customers.**

Critical Peak Price \$1.00 per kWh of energy consumed during a critical peak event between June 1 and September 30

Off-Peak Discount \$(~~0.015226~~ 0.014702) per kWh for Off-Peak kWh between June 1 and September 30

**Self-Generation (SG):**

To be eligible for Self-Generation, a Customer with a generating installation operating in parallel with the Company's system, must meet the requirements described in Rule C 11.1., Self-Generation.

**(Continued on Sheet No. D-39.00)**

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-39.00**

**RESIDENTIAL SMART HOURS RATE RSH  
(Continued From Sheet No. D-38.00)**

**Monthly Rate: (Contd)**

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C11.2., Net Metering Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C11.2.B., Net Metering Definitions.

A customer who participates in the Net Metering Program is subject to the provisions contained in Rule C11.2., Net Metering Program.

**Distributed Generation Program:**

The Distributed Generation Program is available to any eligible customer as described in Rule C 11.3., Distributed Generation Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.3.B., Distributed Generation Definitions.

A customer who participates in the Distributed Generation Program is subject to the provisions contained in Rule C 11.3., Distributed Generation Program.

**Green Generation Program:**

Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C10.2., Green Generation Program.

A customer who participates in the Green Generation Program is subject to the provisions contained in Rule C10.2., Green Generation Program.

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C10.7., Renewable Energy Credits (REC) Programs.

**Residential Electric Vehicle Program**

*The Residential Electric Vehicle Program is available to any eligible customer as described in Rule C5.7., Residential Electric Vehicle Program.*

**General Terms:**

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

**Minimum Charge:**

The System Access Charge included in the rate, adjusted for qualified service provision credit and any applicable non consumption based surcharges.

**Due Date and Late Payment Charge:**

The due date of the customer's bill shall be 21 days from the date of transmittal. A late payment charge of 2%, not compounded, of the portion of the bill, net of taxes, shall be assessed to any bill that is delinquent. A customer who participates in the Winter Protection Plan or who is 65 years of age or older and who has notified the Company the customer is 65 years of age or older, shall be exempt from a late payment charge as described in Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service, R 460.125, Late payment charges.

**Schedule of On-Peak and Off-Peak Hours:**

The following schedule shall apply Monday through Friday, including weekday holidays when applicable:

Summer: June 1 through September 30

Winter: October 1 through May 31

(1) On-Peak Hours: 2:00 PM to 7:00 PM

(2) Off-Peak Hours: 7:00 PM to 2:00 PM

Saturday and Sunday are Off-Peak.

**Term and Form of Contract:**

Service under this rate shall not require a written contract.

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-40.00**

**RESIDENTIAL NIGHTTIME SAVERS RATE RPM**

**Availability:**

The Residential Nighttime Savers Rate is voluntary and available for service rendered on and after June 1, 2021 to Full Service residential customers who have the required metering equipment and infrastructure installed. The Company will furnish, install, maintain and own the required equipment at the customers' premises at the Company's expense.

Service for single-phase or three-phase equipment may be included under this rate, 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, except as provided for below.

Service for charging Electric Vehicles is available on this rate and shall not exceed 9.6 kW, except as provided for below. Electric Vehicle charging equipment is not included in the total connected load of the home for purposes of this section.

Individual equipment exceeding 3 hp or 3 kW, Electric Vehicle charging equipment exceeding 9.6 kW, or total household load exceeding 10 kW may be subject to additional charges in accordance with Rule C6., Distribution Systems, Line Extensions and Service Connections. Such charges shall only apply to the extent the cost exceeds that of ensuring the connecting equipment matches that provided as standard to new residential customers.

This rate is not available for: (i) resale purposes; (ii) multifamily dwellings containing more than four living units served through a single meter; (iii) tourist homes, rooming houses, dormitories, nursing homes and similarly occupied buildings containing sleeping accommodations for more than six persons; (iv) any other Non-Residential usage or (v) customers being served under Rule C5.5 Non-Transmitting Meter Provision.

Residences in conjunction with commercial or industrial enterprises and mobile home parks may take service on this program only under the Rules and Regulations contained in the Company's Electric Rate Book.

**Nature of Service:**

Service under this program 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.

**Monthly Rate:**

**Power Supply Charges: These charges are applicable to Full Service Customers.**

**Energy Charge:**

	Non-Capacity	Capacity	Total	
Super Off-Peak - Summer	<del>\$0.058836</del> <del>0.044644</del>	<del>\$0.022366</del> <del>0.025656</del>	<del>\$0.081202</del> <del>0.070300</del>	per kWh for all Super Off-Peak kWh between June 1 and September 30
Off-Peak - Summer	<del>\$0.079331</del> <del>0.068618</del>	<del>\$0.036740</del> <del>0.042143</del>	<del>\$0.116071</del> <del>0.110761</del>	per kWh for all Off-Peak kWh between June 1 and September 30
On-Peak - Summer	<del>\$0.109931</del> <del>0.087901</del>	<del>\$0.048453</del> <del>0.061354</del>	<del>\$0.158384</del> <del>0.149255</del>	per kWh for all On-Peak kWh between June 1 and September 30
Super Off-Peak - Winter	<del>\$0.058632</del> <del>0.049569</del>	<del>\$0.019376</del> <del>0.028881</del>	<del>\$0.078008</del> <del>0.078450</del>	per kWh for all Super Off-Peak kWh between June 1 and September 30
Off-Peak - Winter	<del>\$0.076394</del> <del>0.065438</del>	<del>\$0.027016</del> <del>0.040268</del>	<del>\$0.103410</del> <del>0.105706</del>	per kWh for all Off-Peak kWh between October 1 and May 31
On-Peak - Winter	<del>\$0.077952</del> <del>0.062689</del>	<del>\$0.027940</del> <del>0.043857</del>	<del>\$0.105892</del> <del>0.106546</del>	per kWh for all On-Peak kWh between October 1 and May 31

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Delivery Charges:** These charges are applicable to Full Service Customers.

System Access Charge: \$8.00 per customer per month

Distribution Charge: ~~\$0.064152~~ ~~0.059076~~ per kWh for all kWh for a Full Service Customer

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**Income Assistance Service Provision (RIA):**

When service is supplied to a Principal Residence Customer, where the total household income does not exceed 150% of the Federal Poverty level, a credit shall be applied during all billing months. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:

1. A Home Heating Credit energy draft
2. State Emergency Relief
3. Assistance from a Michigan Energy Assistance Program (MEAP)
4. Medicaid

If a customer does not meet any of the above requirements, a low-income verification form will be provided by the Company for the customer to complete and return.

The monthly credit for the Income Assistance Service Provision (RIA) shall be applied as follows:

**Delivery Charges:** These charges are applicable to Full Service Customers.

**Income Assistance Credit:** \$(8.00) per customer per month

If a credit balance occurs, the credit shall apply to the customer's future electric utility charges.

This credit shall not be taken in conjunction with a credit for the Senior Citizen Service Provision (RSC).

**(Continued on Sheet No. D-41.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-41.00

**RESIDENTIAL NIGHTTIME SAVERS RATE RPM**

(Continued From Sheet No. D-40.00)

**Monthly Rate: (Contd)**

**Low Income Assistance Credit (LIAC):**

Company selected Residential customers may receive LIAC for up to 12 consecutive months. The number of customers enrolled may be adjusted, at the Company's discretion, in order to dispense Commission-approved LIAC funding on an annual basis. Any shortfall in the dispensing of annual LIAC funds to qualified customers shall be carried over into the subsequent LIAC program year. LIAC customer selection will be based on highest need and with total household income that does not exceed 150% of the Federal Poverty level. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:

1. Customers whose total household income does not exceed 150% of the Federal Poverty level within the last 12 months
2. Customers who have received assistance from a Michigan Energy Assistance Program (MEAP)
3. Customers who have received a Home Heating Credit energy draft
4. A State Emergency Relief program
5. Medicaid
6. Customers that have participated in a Supplementary Nutrition Assistance Program where the total household income does not exceed 150% of the Federal Poverty level within the last 12 months.

If the customer does not meet any of the above requirements, a low-income verification form will be provided by the Company for the customer to complete and return.

The monthly credit for LIAC shall be applied as follows:

Low Income Assistance Credit:            \$(30.00) per meter per month

If a credit balance occurs, the credit shall apply to the customer's future electric utility charges. Re-enrollment, if applicable, and confirmation of qualification is required for each annual period of participation.

Customers selected for LIAC will not be eligible for the RIA Provision while enrolled in LIAC.

**Senior Citizen Service Provision (RSC):**

When service is supplied to the Principal Residence Customer who is 65 years of age or older and head of household, a credit shall be applied during all billing months.

The monthly credit for the residential Senior Citizen Service Provision shall be applied as follows:

**Delivery Charges:**            These charges are applicable to Full Service Customers.

**Senior Citizen Credit:**    \$(4.00)            per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA) and shall not be applied to more than one account per Principal Residence Customer.

**Residential Plug-In Electric Vehicle Only Credit (REV):**

When service is supplied for Level 2 Charging of a separately metered electric vehicle, a credit shall be applied during all billing months. Electric usage for the separately metered electric vehicle household will be billed under ~~the Residential Summer On Peak Basic Rate~~ or the Residential Nighttime Savers Smart Hours Rate.

"Level 2 Charging" is defined as voltage connection of either 240 volts or 208 volts and a maximum load of 50 ~~32~~ amperes or 9.6 kW ~~7.7 kVA at 240 volts or 6.7 kVA at 208 volts.~~

Vehicles shall be registered and operable on public highways in the State of Michigan to qualify for this credit. Low-speed electric vehicles including golf carts are not eligible for this credit even if licensed to operate on public streets. The customer may be required to provide proof of registration of the electric vehicle to qualify for this credit.

**Delivery Charges:**            These charges are applicable to Full Service Customers.

**Residential Plug-In Electric Vehicle Only Credit:**    \$(8.00) per customer per month

**Peak Power Savers:**

Customers can elect to participate in the Device Cycling Program and the Peak Reward Program as described in this tariff. When a customer participates in both programs, the customer's incremental energy savings earned under the Peak Reward is compared to the total credit earned under the Device Cycling Program. The greater of the two credits will be applied to the customer's invoice for that billing month. Both credits will not apply in a single billing month. Customers participating in the Peak Reward Program cannot participate in the Critical Peak Price Program. The Company reserves the right to call test events between October 1 and May 31 for customers participating in Peak Power Savers Programs.

(Continued on Sheet No. D-42.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-42.00

**RESIDENTIAL NIGHTTIME SAVERS RATE RPM**

(Continued From Sheet No. D-41.00)

**Monthly Rate: (Contd)**

**Peak Power Savers: (Contd)**

**Device Cycling Program:**

A customer in a single family residence who is taking service from the Company may be eligible to participate in the Company's voluntary Peak Power Savers – Device Cycling Program for load management of eligible electric equipment, including ~~central~~ air conditioning, water heaters, generators and other qualifying equipment. Customer eligibility to participate in this program is determined solely by the Company. Device Cycling Program Credits may be taken in conjunction with one another, except for the Generator Credit which cannot be taken with any other Device Cycling Program credit(s). The Company will accept a customer's qualifying electric equipment under this program only if it has the capability to be controlled by the Company. The Company will install the required equipment at the customer's premises which will allow Load Management upon signal from the Company. When Load Management equipment is installed at a premises, future customers will be auto-enrolled into the Peak Power Savers – Device Cycling Program. Upon move in, the customer will be notified confirming participation in the Peak Power Savers – Device Cycling Program and will have 30 days to opt out. Such equipment shall be furnished, installed, maintained and owned by the Company at the Company's expense. Equipment installations must conform to the Company's specifications.

The Company reserves the right to specify the term or duration of the program. The customer's enrollment shall be terminated if the voluntary program ceases, if the customer tampers with the control switch or the Company's equipment or any reasons as provided for in Rule C1.3, Use of Service.

Load Management may occur any day of the week including weekends between the hours of 7:00 AM and 8:00 PM for no more than an eight hour period in any one day. Load Management may be implemented for, but not limited to, maintaining system integrity, making an emergency purchase, economic reasons, or when there is insufficient system generation available to meet anticipated system load. Load Management may only occur outside of the hours of 7:00 AM and 8:00 PM during a declared emergency event as directed by MISO.

The Customer may contact the Company to request to override a Load Management event for one Load Management event during the June through September months in any one calendar year for the balance of the hours left in that Load Management event with no penalty. The request shall be granted at the discretion of the Company. If the override request was granted by the Company and the customer requests and is granted any additional overrides in the same calendar year, the Peak Power Savers – Device Cycling Credit may be forfeited for that billing month.

Rule C1.1 Character of Service, Rule C3 Emergency Electrical Procedures and other rules and regulations contained in the Company's Electric Rate Book apply to customers taking service under this Peak Power Savers – Device Cycling Program.

The monthly credit(s) for the Peak Power Savers Program shall be applied as follows:

**Power Supply Charges: These charges are applicable to Full Service Customers.**

Air Conditioner Peak Cycling Credit:	\$(8.00)	per customer per month during the billing months of June-September
Water Heater Cycling Credit:	\$(3.20)	per customer per month for all billing months
Generator Credit:	\$(22.40)	per customer per month for all billing months

**Peak Reward:**

Participating customers are able to manage electric costs by reducing load during critical peak events. The Company may call up to fourteen critical peak events between June 1 and September 30 and up to five critical peak events between October 1 and May 31. Customers will be notified by 11:59 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer. In the circumstance that MISO declares a maximum Generation Emergency Event, participating customers may receive a critical peak event communication without a guarantee of advance notice. The maximum Generation Emergency Event will be in accordance with the currently effective MISO Emergency Electrical Procedure or North American Electric Reliability Corporation Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared emergency status.

A control group will be established for each critical peak event. Control group participants will not receive notice and shall receive a standard credit of \$3.00 for participation in the control group for the critical peak event. Customers may be assigned to a maximum of two control groups per event season.

Customers must have a transmitting meter to participate in Peak Power Savers. Customers who relocate within the Consumers Energy electric service territory will have their Peak Reward Enrollment transferred to their new premises, unless a request for cancelation is submitted to the Company.

During a critical peak event, customers on will be credited the Peak Reward per kWh of incremental energy reductions.

**Power Supply Charges: These charges are applicable to Full Service Customers.**

Peak Reward	\$(1.00)	per kWh of incremental energy reduction during a critical peak event
-------------	----------	--

(Continued on Sheet No. D-43.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-43.00

---

**RESIDENTIAL NIGHTTIME SAVERS RATE RPM**  
(Continued From Sheet No. D-42.00)

Monthly Rate: (Contd)

Peak Power Savers: (Contd)

**Critical Peak Price:**

Participating customers are able to manage electric costs by shifting load during critical peak events to a lower cost pricing period. The Company may call up to fourteen critical peak events between June 1 and September 30. Customers will be notified by 11:59 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer.

*A control group will be established for each critical peak event. Control group participants will not receive notice and shall not be penalized for not participating in the critical peak event. Customers may be assigned to a maximum of two control groups per event season.*

Customers must have a transmitting meter to participate in Peak Power Savers. *Customers who relocate within the Consumers Energy electric service territory will have their Critical Peak Price enrollment transferred to their new premises, unless a request for cancellation is submitted to the Company.*

During a critical peak event, customers on will be charged the Critical Peak Price per kWh consumed during the critical peak event.

**Power Supply Charges: These charges are applicable to Full Service Customers.**

Critical Peak Price \$1.00 per kWh of energy consumed during a critical peak event between June 1 and September 30

Off-Peak Discount \$(~~0.015226~~ 0.014702) per kWh for Off-Peak kWh between June 1 and September 30

**Self-Generation (SG):**

To be eligible for Self-Generation, a Customer with a generating installation operating in parallel with the Company's system, must meet the requirements described in Rule C 11.1., Self-Generation.

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C 11.2., Net Metering Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.2.B., Net Metering Definitions.

A customer who participates in the Net Metering Program is subject to the provision contained in Rule C 11.2., Net Metering Program.

**Distributed Generation Program:**

The Distributed Generation Program is available to any eligible customer as described in Rule C 11.3., Distributed Generation Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.3.B., Distributed Generation Definitions.

A customer who participates in the Distributed Generation Program is subject to the provisions contained in Rule C 11.3., Distributed Generation Program.

**Green Generation Program:**

Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C10.2, Green Generation Program.

A customer who participates in the Green Generation Program is subject to the provisions contained in Rule C10.2, Green Generation Program.

---

(Continued on Sheet No. D-44.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-44.00**

---

**RESIDENTIAL NIGHTTIME SAVERS RATE RPM  
(Continued From Sheet No. D-43.00)**

**Monthly Rate: (Contd)**

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C10.7., Renewable Energy Credits (REC) Programs.

**Residential Electric Vehicle Program**

*The Residential Electric Vehicle Program is available to any eligible customer as described in Rule C5.7., Residential Electric Vehicle Program.*

**General Terms:**

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

**Minimum Charge:**

The System Access Charge included in the rate, adjusted for qualified service provision credit and any applicable non-consumption based surcharges.

**Due Date and Late Payment Charge:**

The due date of the customer's bill shall be 21 days from the date of transmittal. A late payment charge of 2%, not compounded, of the portion of the bill, net of taxes, shall be assessed to any bill that is delinquent. A customer who participates in the Winter Protection Plan or who is 65 years of age or older and who has notified the Company the customer is 65 years of age or older, shall be exempt from a late payment charge as described in Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service, R 460.125, Late payment charges.

**Schedule of Hours:**

The following schedule shall apply Monday through Friday including weekday holidays.

Summer: June 1 through September 30

Winter: October 1 through May 31

- |     |                       |  |
|-----|-----------------------|--|
| (1) | Super Off-Peak Hours: | 11:00 PM to 6:00 AM                        |
| (2) | Off-Peak Hours:       | 6:00 AM to 2:00 PM and 7:00 PM to 11:00 PM |
| (3) | On-Peak Hours:        | 2:00 PM to 7:00 PM                         |

Saturday and Sunday are Super Off-Peak.

**Term and Form of Contract:**

Service under this rate shall not require a written contract except for the Green Generation Program participants.

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**RESIDENTIAL SERVICE SECONDARY NON-TRANSMITTING METER RATE RSM**

**Availability:**

Subject to any restrictions, this rate is available to any customer desiring electric service for any usual residential use in: (i) private family dwellings; (ii) tourist homes, rooming houses, dormitories, nursing homes and other similarly occupied buildings containing sleeping accommodations for up to six persons; or (iii) existing multifamily dwellings containing up to four households served through a single meter. Service for single-phase or three-phase equipment may be included under this rate, 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, except as provided for below. ~~without the specific consent of the Company.~~

Service for charging Electric Vehicles is available on this rate and shall not exceed 9.6 kW, except as provided for below. Electric Vehicle charging equipment is not included in the total connected load of the home for purposes of this section.

Individual equipment exceeding 3 hp or 3 kW, Electric Vehicle charging equipment exceeding 9.6 kW, or total household load exceeding 10 kW may be subject to additional charges in accordance with Rule C6., Distribution Systems, Line Extensions and Service Connections. Such charges shall only apply to the extent the cost exceeds that of ensuring the connecting equipment matches that provided as standard to new residential customers.

This rate is only available to customers electing a Non-Transmitting Meter in accordance with Rule C5.5, Non-Transmitting Meter Provision, customers with a Non-Communicating Advanced Metering Infrastructure (AMI) Meter, or customers determined to be eligible at the Company's sole discretion.

A Non-Communicating AMI meter is unable to consistently transmit interval data to the Company's billing system. Non-Communicating Meters are determined at the Company's sole discretion and are subject to a minimum of one communication review per calendar year. When the meter has been determined to successfully communicate interval data, the customer will be notified and transferred to Residential Service Secondary On-Peak Summer Basic Rate RSP. The transfer to Rate RSP shall not occur between June 1 and September 30.

This rate is not available for: (i) resale purposes; (ii) multifamily dwellings containing more than four living units served through a single meter; (iii) tourist homes, rooming houses, dormitories, nursing homes and similarly occupied buildings containing sleeping accommodations for more than six persons; or (iv) any other Non-Residential usage.

Residences in conjunction with commercial or industrial enterprises and mobile home parks may take service on this rate only under the Rules and Regulations contained in the Company's Electric Rate Book.

**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 will schedule meter readings on a monthly basis and attempt to obtain an actual meter reading for all tourist and/or occasional residence customers at intervals of not more than six months.

**Monthly Rate:**

**Power Supply Charges:      These charges are applicable to Full Service customers.**

Energy Charge:

Non-Capacity	Capacity	Total	
<del>\$0.069821</del>	<del>\$0.025374</del>	<del>\$0.095195</del>	per kWh for the first 600 kWh per month during the billing months of June - September
<del>0.063176</del>	<del>0.040126</del>	<del>0.103302</del>	
<del>\$0.109931</del>	<del>\$0.048453</del>	<del>\$0.158384</del>	per kWh for all kWh over 600 kWh per month during the billing months of June - September
<del>0.082252</del>	<del>0.049223</del>	<del>0.131475</del>	
<del>\$0.069821</del>	<del>\$0.025374</del>	<del>\$0.095195</del>	per kWh for all kWh during the billing months of October-May
<del>0.058608</del>	<del>0.040126</del>	<del>0.098734</del>	

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Delivery Charges:      These charges are applicable to Full Service and Retail Open Access customers.**

System Access Charge:	\$8.00	per customer per month
Distribution Charge:	<del>\$0.064152</del> <del>0.059076</del>	per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**(Continued on Sheet No. D-44.20)**

**RESIDENTIAL SERVICE SECONDARY NON-TRANSMITTING METER RATE RSM  
(Continued From Sheet No. D-44.10)**

**Monthly Rate: (Contd)**

**Income Assistance Service Provision (RIA):**

When service is supplied to a Principal Residence Customer, where the total household income does not exceed 150% of the Federal Poverty level, a credit shall be applied during all billing months. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following in the past 12 months:

1. A Home Heating Credit energy draft
2. State Emergency Relief
3. Assistance from a Michigan Energy Assistance Program (MEAP)
4. Medicaid

If a customer does not meet any of the above requirements, a low-income verification form will be provided by the Company for the customer to complete and return.

The monthly credit for the Income Assistance Service Provision (RIA) shall be applied as follows:

**Delivery Charges: These charges are applicable to Full Service and Retail Open Access Customers.**

Income Assistance Credit: \$(8.00) per customer per month

If a credit balance occurs, the credit shall apply to the customer's future electric utility charges.

This credit shall not be taken in conjunction with a credit for the Senior Citizen Service Provision (RSC).

**Low Income Assistance Credit (LIAC):**

Company selected Residential customers may receive LIAC for up to 12 consecutive months. The number of customers enrolled may be adjusted, at the Company's discretion, in order to dispense Commission-approved LIAC funding on an annual basis. Any shortfall in the dispensing of annual LIAC funds to qualified customers shall be carried over into the subsequent LIAC program year. LIAC customer selection will be based on highest need and with total household income that does not exceed 150% of the Federal Poverty level. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:

1. Customers whose total household income does not exceed 150% of the Federal Poverty level within the last 12 months
2. Customers who have received assistance from a Michigan Energy Assistance Program (MEAP)
3. Customers who have received a Home Heating Credit energy draft
4. A State Emergency Relief program
5. Medicaid
6. Customers that have participated in a Supplementary Nutrition Assistance Program where the total household income does not exceed 150% of the Federal Poverty level within the last 12 months.

If the customer does not meet any of the above requirements, a low-income verification form will be provided by the Company for the customer to complete and return.

The monthly credit for LIAC shall be applied as follows:

Low Income Assistance Credit: \$(30.00) per meter per month

If a credit balance occurs, the credit shall apply to the customer's future electric utility charges. Re-enrollment, if applicable, and confirmation of qualification is required for each annual period of participation.

Customers selected for LIAC will not be eligible for the RIA Provision while enrolled in LIAC.

**Senior Citizen Service Provision (RSC):**

When service is supplied to the Principal Residence Customer who is 65 years of age or older and head of household, a credit shall be applied during all billing months.

The monthly credit for the residential Senior Citizen Service Provision shall be applied as follows:

**Delivery Charges: These charges are applicable to Full Service and Retail Open Access customers.**

Senior Citizen Credit: \$(4.00) per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA) *and shall not be applied to more than one account per Principal Residence Customer.*

**(Continued on Sheet No. D-44.30)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**GENERAL SERVICE SECONDARY RATE GS**

**Availability:**

Subject to any restrictions, this rate is available to any general use customer, political subdivision or agency of the State of Michigan, either acting separately or in combinations permitted under the laws of this state, desiring Secondary Voltage service for any of the following: (i) standard secondary service, (ii) public potable water pumping and/or waste water system(s), or (iii) resale purposes. This rate is also available for service to any Primary Rate Customer where the Company elects to provide one transformation from the available Primary Voltage to another available Primary Voltage desired by the customer.

This rate is not available for: (i) private family dwellings, (ii) lighting service except for private streets, mobile home parks or service to temporary lighting installations, (iii) heating water for industrial processing, (iv) resale for lighting service, or (v) new or expanded service for resale to residential customers. Unmetered Billboard Service is not available to Retail Open Access 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.

Three-phase, 3-wire service requires that the customer furnishes all transformation facilities required for single-phase load and so arranges the load as to avoid excessive unbalance of the three-phase load. When the service is single-phase, or 4-wire, three-phase, the single-phase individual motor capacity shall not exceed 3 hp, nor the total single-phase motor capacity of 10 hp, without the specific consent of the Company.

Where the Company elects to measure the service on the Primary side of the transformers, 3% shall be deducted for billing purposes from the energy measurements thus made. Where the Company elected to provide a Primary Rate Customer one transformation from the available Primary Voltage to another available Primary Voltage desired by the customer, 3% shall not be deducted for billing purposes from the energy measurements thus made.

**Monthly Rate:**

**Power Supply Charges:      These charges are applicable to Full Service customers.**

Energy Charge:

Non-Capacity	Capacity	Total	
<del>\$0.077182</del>	<del>\$0.029502</del>	<del>\$0.106684</del>	per kWh for all kWh during the billing months of June-September
<del>0.057748</del>	<del>0.031308</del>	<del>0.089056</del>	
<del>\$0.069458</del>	<del>\$0.020650</del>	<del>\$0.090108</del>	per kWh for all kWh during the billing months of October-May
<del>0.058918</del>	<del>0.032564</del>	<del>0.091482</del>	

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Delivery Charges:      These charges are applicable to Full Service and Retail Open Access customers.**

System Access Charge:      \$20.00      per customer per month

Distribution Charge:      ~~\$0.044692~~ ~~0.04625~~      per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**Billboard Service Provision:**

Monthly kWh shall be determined by multiplying the total connected load in kW (including the lamps, ballasts, transformers, amplifiers, and control devices) times 730 hours. The kWh for cyclical devices shall be adjusted for the average number of hours used.

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-46.00

**GENERAL SERVICE SECONDARY RATE GS**  
(Continued From Sheet No. D-45.00)

**Monthly Rate: (Contd)**

**Resale Service Provision:**

Subject to any restrictions, this provision is available to customers desiring Secondary Voltage service for resale purposes in accordance with Rule C4.4, Resale.

**Educational Institution Service Provision (GEI):**

When service is supplied to a school, college or university, a credit shall be applied during all billing months. As used in this provision, “school” shall mean buildings, facilities, playing fields, or property directly or indirectly used for school purposes for children in grades kindergarten through twelve, when provided by a public or nonpublic school. School does not include instruction provided in a private residence or proprietary trade, vocational, training, or occupational school. “College” or “University” shall mean buildings located on the same campus and used to impart instruction, including all adjacent and appurtenant buildings owned by the same customer which are located on the same campus and which constitute an integral part of such college or university facilities.

The monthly credit for the Educational Institution Service Provision shall be applied as follows:

**Delivery Charges:                    These charges are applicable to Full Service and Retail Open Access Customers.**

Education Institution Credit:                    \$(~~0.000802~~ ~~0.000747~~)                    per kWh for all kWh

Customers on this provision shall require a written contract, with a minimum term of one year, and shall be evaluated annually to determine whether or not the accounts shall remain on the service provision.

**Demand Response Program**

*Customers participating in the voluntary Demand Response Program help reduce peak demand when energy use is the highest. A customer specific agreement stating the customer’s Contracted Capacity kW shall be completed prior to participation in the Demand Response Program. Customer eligibility to participate in this program is determined solely by the Company. The Company reserves the right to specify the term or duration of the program.*

*Under this program, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer’s annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer’s contracted capacity under this program must be supported by an updated energy reduction plan on an annual basis.*

*Demand Response Program customers shall receive an annual Program Payment on the customer bill for the capacity amount delivered during events specified in the customer specific agreement within three billing cycles after the program season ends. Eligible customers may also receive Emergency Event Performance Payments on the customer bill under specific circumstances as outlined in the customer specific agreement. If a customer fails to deliver their total Contracted Capacity during an Emergency Event ordered by Consumers Energy, an Underperformance Penalty may be applicable. Any applicable penalties or program incentives shall be applied to the customer bill. As a condition of enrollment, Customers will be required to provide energy reduction plans that detail their load reduction procedure as specified in the agreement. Customers will be required to provide event notification contacts that support the program. The program agreement will specify the terms of the program that include program duration, number and length of events, performance calculations and program rules.*

**Self-Generation (SG):**

To be eligible for Self-Generation, a Customer with a generating installation operating in parallel with the Company’s system must meet the requirements described in Rule C 11.1., Self-Generation.

(Continued on Sheet No. D-47.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-47.00

---

**GENERAL SERVICE SECONDARY RATE GS  
(Continued From Sheet No. D-46.00)**

**Monthly Rate: (Contd)**

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C 11.2., Net Metering Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.2.B., Net Metering Definitions.

A customer who participates in the Net Metering Program is subject to the provisions contained in Rule C 11.2., Net Metering Program.

**Distributed Generation Program:**

The Distributed Generation Program is available to any eligible customer as described in Rule C 11.3., Distributed Generation Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.3.B., Distributed Generation Definitions.

A customer who participates in the Distributed Generation Program is subject to the provisions contained in Rule C 11.3., Distributed Generation Program.

**Green Generation Program:**

Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C 10.2, Green Generation Program.

A customer who participates in the Green Generation Program is subject to the provision contained in Rule C 10.2, Green Generation Program.

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C 10.7., Renewable Energy Credits (REC) Programs.

**Non-Transmitting Meter Provision:**

A customer who chooses a non-transmitting meter is subject to the provisions contained in Rule C 5.5, Non-Transmitting Meter Provision.

**General Terms:**

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

**Minimum Charge:**

The System Access Charge included in the rate and any applicable non-consumption based surcharges. Special Minimum Charges shall be billed in accordance with Rule C 15., Special Minimum Charges.

**Due Date and Late Payment Charge:**

The due date of the customer bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance, net of taxes, shall be assessed to any bill which is not paid on or before the due date shown thereon.

**Term and Form of Contract:**

Service under this rate shall not require a written contract except for: (i) resale service, (ii) service under the Green Generation Program, (iii) for Special Minimum Charges, (iv) service for lighting or where mobile home parks are involved, (v) service under the Educational Institution Service Provision, (vi) service under the Net Metering Program, (vii) service under the Demand Response Program or (viii) at the option of the Company. If a contract is deemed necessary by the Company, the appropriate contract form shall be used and the contract shall require a minimum term of one year.

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**GENERAL SERVICE SECONDARY TIME-OF-USE RATE GSTU**

**Availability**

Subject to any restrictions, General Service Secondary Time-of-Use Rate GSTU is available to any Full Service Customer taking service at the Company’s Secondary Voltage level with advanced metering infrastructure and supporting critical systems. Standby service shall be provided on this rate for secondary customers with solar installations equal to or greater than 150 kW.

This rate is not available for: (i) private family dwellings, (ii) lighting service except for private streets, mobile home parks or service to temporary lighting installations, (iii) heating water for industrial processing, (iv) resale for lighting service, or (v) new or expanded service for resale to residential customers.

This rate shall not be taken in conjunction with any other Demand Response Program or Net Metering.

**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.

Three-phase, 3-wire service requires that the customer furnishes all transformation facilities required for single-phase load and so arranges the load as to avoid excessive unbalance of the three-phase load. When the service is single-phase, or 4-wire, three-phase, the single-phase individual motor capacity shall not exceed 3 hp, nor the total single-phase motor capacity of 10 hp, without the specific consent of the Company.

Where the Company elects to measure the service on the Primary side of the transformers, 3% shall be deducted for billing purposes from the energy measurements thus made. Where the Company elected to provide a Primary Rate Customer one transformation from the available Primary Voltage to another available Primary Voltage desired by the customer, 3% shall not be deducted for billing purposes from the energy measurements thus made.

**Monthly Rate**

**Power Supply Charges: These charges are applicable to Full Service Customers.**

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak-Summer	<u>\$0.059105</u> <del>0.039055</del>	<u>\$0.019194</u> <del>0.019268</del>	<u>\$0.078299</u> <del>0.058323</del>	per kWh for all Off-Peak kWh during the billing months of June-September
Mid-Peak-Summer	<u>\$0.079861</u> <del>0.058524</del>	<u>\$0.029742</u> <del>0.029857</del>	<u>\$0.109603</u> <del>0.088381</del>	per kWh for all Mid-Peak kWh during the billing months of June-September
On-Peak-Summer	<u>\$0.108991</u> <del>0.075629</del>	<u>\$0.035796</u> <del>0.035935</del>	<u>\$0.144787</u> <del>0.111564</del>	per kWh for all On-Peak kWh during the billing months of June-September
Off-Peak-Winter	<u>\$0.060081</u> <del>0.049938</del>	<u>\$0.016727</u> <del>0.028107</del>	<u>\$0.076808</u> <del>0.078045</del>	per kWh for all Off-Peak kWh during the billing months of October-May
On-Peak -Winter	<u>\$0.076637</u> <del>0.063327</del>	<u>\$0.022389</u> <del>0.037621</del>	<u>\$0.099026</u> <del>0.100948</del>	per kWh for all On-Peak kWh during the billing months of October-May

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Delivery Charges: These charges are applicable to Full Service Customers.**

System Access Charge:	\$20.00	per customer per month
Distribution Charge:	<u>\$0.044692</u> <del>0.046251</del>	per kWh for all kWh for a Full Service Customer

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**(Continued on Sheet No. D-49.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**GENERAL SERVICE SECONDARY TIME-OF-USE RATE GSTU**

(Continued From Sheet No. D-48.00)

**Monthly Rate (Contd)**

**Schedule of Hours**

The following schedule shall apply Monday through Friday (except holidays designated by the Company). Weekends and holidays are off-peak. Holidays designated by the Company include: New Year's Day – January 1, Memorial Day – Last Monday in May, Independence Day – July 4, Labor Day – First Monday in September, Thanksgiving Day – Fourth Thursday in November and Christmas Day – December 25. Whenever January 1, July 4, or December 25 falls on Sunday, extended holiday periods such as Monday, January 2, Monday, July 5 and Monday, December 26 shall not be considered as holidays for application of off-peak hours.

Summer Billing Months of June through September:

- (1) Off-Peak Hours 12:00 AM to 7:00 AM and 11:00 PM to 12:00 AM
- (2) Mid-Peak Hours 7:00 AM to 2:00 PM and 6:00 PM to 11:00 PM
- (3) On-Peak Hours 2:00 PM to 6:00 PM

Winter Billing Months of January through May and October through December:

- (1) Off-Peak Hours 11:00 PM to 7:00 AM
- (2) On-Peak Hours 7:00 AM to 11:00 PM

**Resale Service Provision**

Subject to any restrictions, the provision is available to customers desiring Secondary Voltage service for resale purposes in accordance with Rule C4.4, Resale.

**Educational Institution Service Provision (GEI)**

When service is supplied to a school, college or university, a credit shall be applied during all billing months. As used in this provision, "school" shall mean buildings, facilities, playing fields, or property directly or indirectly used for school purposes for children in grades kindergarten through twelve, when provided by a public or nonpublic school. School does not include instruction provided in a private residence or proprietary trade, vocational, training, or occupational school. "College" or "University" shall mean buildings located on the same campus and used to impart instruction, including all adjacent and appurtenant buildings owned by the same customer which are located on the same campus and which constitute an integral part of such college or university facilities.

The monthly credit for the Educational Institution Service Provision shall be applied as follows:

**Delivery Charges - These charges are applicable to Full Service Customers.**

Education Institution Credit: \$(0.000802 0.000747) per kWh for all kWh

Customers on this provision shall require a written contract, with a minimum term of one year, and shall be evaluated annually to determine whether or not the accounts shall remain on the service provision.

**General Service Secondary Interruptible (GSI) Provision:**

This provision is available to no more than 200 Full Service Customers desiring interruptible service in conjunction with service taken under General Service Secondary Demand Rate GSD or General Service Secondary Time-of-Use Rate GSTU. Service to interruptible load shall be taken through separately metered circuits and permanently wired. The design and method of installation for application of this rate shall be subject to the approval of the Company.

Any load designated as interruptible by the customer is subject to Midcontinent Independent System Operator's, Inc. (MISO) requirements for Load Modifying Resources and the Company shall inform the Customer of such MISO requirements. Interruption under this provision may occur if MISO *declares issues* a Maximum Generation Emergency Event *that requires deployment of Load Modifying Resources in accordance with the currently effective MISO Emergency Electrical Procedures Step 2b order* or NERC Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared Emergency Status.

(Continued on Sheet No. D-50.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-50.00

**GENERAL SERVICE SECONDARY TIME-OF-USE RATE GSTU  
(Continued From Sheet No. D-49.00)**

**Monthly Rate: (Contd)**

**General Service Secondary Interruptible (GSI) Provision: (Contd)**

Under this provision, the customer shall be interrupted at any time the Company deems it necessary to maintain system integrity. Service to interruptible load shall not be transferred to firm service circuits to avoid interruption. The Company shall provide the Customer at least 30 minutes notice in advance of a required interruption. Failure to acknowledge receipt of such notice shall not relieve the Customer of the obligation for interruption under the GSI provision. Failure by a customer to comply with a system integrity interruption order of the Company shall be considered unauthorized use and billed at (i) the higher of the actual damages incurred by the Company or (ii) the rate of \$25.00 per kW for the highest 15-minute kW of demand created during the interruption period in addition to the prescribed monthly rate.

This rate is not available for loads that are primarily off-peak, for example parking lot lighting. Participation requires a minimum term of one year.

The monthly credit for the Interruptible Service Provision shall be applied as follows:

**Power Supply Charges – These charges are applicable to Full Service Customers.**

Capacity Credit: These charges are applicable to Full Service Customers.

Interruptible Credit: ~~\$(0.017799)~~ ~~0.017094~~ per kWh for all kWh

**Demand Response Program**

Customers participating in the voluntary Demand Response Program help reduce peak demand when energy use is the highest. A customer specific agreement stating the customer's Contracted Capacity kW shall be completed prior to participation in the Demand Response Program. Customer eligibility to participate in this program is determined solely by the Company. The Company reserves the right to specify the term or duration of the program.

Under this program, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer's annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer's contracted capacity under this program must be supported by an updated energy reduction plan on an annual basis.

Demand Response Program customers shall receive an annual Program Payment on the customer bill for the capacity amount delivered during events specified in the customer specific agreement within three billing cycles after the program season ends. Eligible customers may also receive Emergency Event Performance Payments on the customer bill under specific circumstances as outlined in the customer specific agreement. If a customer fails to deliver their total Contracted Capacity during an Emergency Event ordered by Consumers Energy, an Underperformance Penalty may be applicable. Any applicable penalties or program incentives shall be applied to the customer bill. As a condition of enrollment, Customers will be required to provide energy reduction plans that detail their load reduction procedure as specified in the agreement. Customers will be required to provide event notification contacts that support the program. The program agreement will specify the terms of the program that include program duration, number and length of events, performance calculations and program rules.

**Self-Generation (SG)**

To be eligible for Self-Generation, a Customer with a generating installation operating in parallel with the Company's system, must meet the requirements described in Rule C 11.1., Self-Generation.

**Distributed Generation Program:**

The Distributed Generation Program is available to any eligible customer as described in Rule C 11.3., Distributed Generation Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.3.B., Distributed Generation Definitions.

A customer who participates in the Distributed Generation Program is subject to the provisions contained in Rule C 11.3., Distributed Generation Program.

**Green Generation Program:**

Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C10.2, Green Generation Program.

**Attachment 2**

To Settlement Agreement In Case No. U-21224

A customer who participates in the Green Generation Program is subject to the provision contained in Rule C 10.2, Green Generation Program.

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C10.7., Renewable Energy Credits (REC) Programs.

---

**(Continued on Sheet No. D-50.10)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-50.10

---

**GENERAL SERVICE SECONDARY TIME-OF-USE RATE GSTU**  
**(Continued From Sheet No. D-50.00)**

**Monthly Rate: (Contd)**

**General Terms:**

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

**Minimum Charge:**

The System Access Charge included in the rate and any applicable non-consumption based surcharges. Special Minimum Charges shall be billed in accordance with Rule C15., Special Minimum Charges.

**Due Date and Late Payment Charge:**

The due date of the customer bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance, net of taxes, shall be assessed to any bill which is not paid on or before the due date shown thereon.

**Term and Form of Contract:**

Service under this rate shall not require a written contract except for: (i) resale service, (ii) service under the Green Generation Program, (iii) for Special Minimum Charges, (iv) service for lighting or where mobile home parks are involved, (v) service under the Educational Institution Service Provision, (vi) *service under the Demand Response Program* or (vii) at the option of the Company. If a contract is deemed necessary by the Company, the appropriate contract form shall be used and the contract shall require a minimum term of one year.

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**GENERAL SERVICE SECONDARY DEMAND RATE GSD**

**Availability:**

Subject to any restrictions, this rate is available to any customer desiring Secondary Voltage service, either for general use or resale purposes, where the Peak Demand is 5 kW or more. This rate is also available for service to any Primary Rate Customer where the Company elects to provide one transformation from the available Primary Voltage to another available Primary Voltage desired by the customer.

This rate is not available for: (i) private family dwellings, (ii) lighting service, (iii) resale for lighting service, or (iv) new or expanded service for resale to residential 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.

Three-phase, 3-wire service requires that the customer furnishes all transformation facilities required for single-phase load and so arranges the load as to avoid excessive unbalance of the three-phase load. When the service is single-phase, or 4-wire, three-phase, the single-phase individual motor capacity shall not exceed 3 hp, nor the total single-phase motor capacity of 10 hp, without the specific consent of the Company.

Where the Company elects to measure the service on the Primary side of the transformers, 3% shall be deducted for billing purposes from the demand and energy measurements thus made. Where the Company elected to provide a Primary Rate Customer one transformation from the available Primary Voltage to another available Primary Voltage desired by the customer, 3% shall not be deducted for billing purposes from the energy measurements thus made.

**Monthly Rate:**

**Power Supply Charges: These Charges are applicable to Full Service customers.**

Peak Demand Charge:

Non-Capacity	Capacity	Total	
<del>\$17.01</del> 8.40	<del>\$8.09</del> 11.69	<del>\$25.10</del> 20.09	per kW for all kW of Peak Demand during the billing months of June-September
<del>\$10.53</del> 6.47	<del>\$7.20</del> 10.41	<del>\$17.73</del> 16.88	per kW for all kW of Peak Demand during the billing months of October-May

Energy Charge:

Non-Capacity		
<del>\$0.032069</del> 0.037842	per kWh for all kWh during the billing months of June-September	
<del>\$0.031261</del> 0.038330	per kWh for all kWh during the billing months of October-May	

This rate is subject to the Power Supply Cost Recovery (PSCR) Factors shown on Sheet No. D-6.00.

**Delivery Charges: These Charges are applicable to Full Service and Retail Open Access (ROA) customers.**

System Access Charge:	\$30.00	per customer per month
Capacity Charge:	<del>\$1.00</del> 0.72	per kW for all kW of Peak Demand
Distribution Charge:	<del>\$0.034591</del> 0.033256	per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.0 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**(Continued on Sheet No. D-52.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-53.00

**GENERAL SERVICE SECONDARY DEMAND RATE GSD**

(Continued From Sheet No. D-52.00)

**Monthly Rate: (Contd)**

**Educational Institution Service Provision (GEI):**

When service is supplied to a school, college or university, a credit shall be applied during all billing months. As used in this provision, “school” shall mean buildings, facilities, playing fields, or property directly or indirectly used for school purposes for children in grades kindergarten through twelve, when provided by a public or nonpublic school. School does not include instruction provided in a private residence or proprietary trade, vocational, training, or occupational school. “College” or “University” shall mean buildings located on the same campus and used to impart instruction, including all adjacent and appurtenant buildings owned by the same customer which are located on the same campus and which constitute an integral part of such college or university facilities.

The monthly credit for the Educational Institution Service Provision shall be applied as follows:

**Delivery Charges: These charges are applicable to Full Service and Retail Open Access Customers.**

Education Institution Credit: \$ ~~(0.000647 0.000598)~~ per kWh for all kWh

Customers on this provision shall require a written contract, with a minimum term of one year, and shall be evaluated annually to determine whether or not the accounts shall remain on the service provision.

**General Service Secondary Interruptible (GSI) Provision:**

This provision is available to no more than 200 Full Service Customers desiring interruptible service in conjunction with service taken under General Service Secondary Demand Rate GSD or General Service Secondary Time-of-Use Rate GSTU. Service to interruptible load shall be taken through separately metered circuits and permanently wired. The design and method of installation for application of this rate shall be subject to the approval of the Company.

Any load designated as interruptible by the customer is subject to Midcontinent Independent System Operator’s, Inc. (MISO) requirements for Load Modifying Resources and the Company shall inform the Customer of such MISO requirements. Interruption under this provision may occur if MISO ~~declares~~ ~~issues~~ a Maximum Generation Emergency Event ~~that requires deployment of Load Modifying Resources in accordance with the currently effective MISO Emergency Electrical Procedure Step 2b order~~ or NERC Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared Emergency Status.

Under this provision, the customer shall be interrupted at any time the Company deems it necessary to maintain system integrity. Service to interruptible load shall not be transferred to firm service circuits to avoid interruption. The Company shall provide the Customer at least 30 minutes notice in advance of a required interruption. Failure to acknowledge receipt of such notice shall not relieve the Customer of the obligation for interruption under the GSI provision. Failure by a customer to comply with a system integrity interruption order of the Company shall be considered unauthorized use and billed at (i) the higher of the actual damages incurred by the Company or (ii) the rate of \$25.00 per kW for the highest 15-minute kW of demand created during the interruption period in addition to the prescribed monthly rate.

This rate is not available for loads that are primarily off-peak, for example parking lot lighting. Participation requires a minimum term of one year.

The monthly credit for the Interruptible Service Provision shall be applied as follows:

**Power Supply Charges – These charges are applicable to Full Service Customers.**

Capacity Credit: These charges are applicable to Full Service Customers.

Interruptible Credit: \$(7.00) per kW for all kW of Peak Demand during the billing months of June - September

\$(6.00) per kW for all kW of Peak Demand during the billing months of October - May

**Demand Response Program**

Customers participating in the voluntary Demand Response Program help reduce peak demand when energy use is the highest. A customer specific agreement stating the customer’s Contracted Capacity kW shall be completed prior to participation in the Demand Response Program. Customer eligibility to participate in this program is determined solely by the Company. The Company reserves the right to specify the term or duration of the program.

**Attachment 2**

To Settlement Agreement In Case No. U-21224

Under this program, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer's annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer's contracted capacity under this program must be supported by an updated energy reduction plan on an annual basis.

Demand Response Program customers shall receive an annual Program Payment on the customer bill for the capacity amount delivered during events specified in the customer specific agreement within three billing cycles after the program season ends. Eligible customers may also receive Emergency Event Performance Payments on the customer bill under specific circumstances as outlined in the customer specific agreement. If a customer fails to deliver their total Contracted Capacity during an Emergency Event ordered by Consumers Energy, an Underperformance Penalty may be applicable. Any applicable penalties or program incentives shall be applied to the customer bill. As a condition of enrollment, Customers will be required to provide energy reduction plans that detail their load reduction procedure as specified in the agreement. Customers will be required to provide event notification contacts that support the program. The program agreement will specify the terms of the program that include program duration, number and length of events, performance calculations and program rules.

**Self-Generation (SG):**

To be eligible for Self-Generation, a Customer with a generating installation operating in parallel with the Company's system, must meet the requirements described in Rule C 11.1., Self-Generation.

**(Continued on Sheet No. D-54.00)**

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-54.00

---

**GENERAL SERVICE SECONDARY DEMAND RATE GSD**

(Continued From Sheet No. D-53.00)

**Monthly Rate: (Contd)**

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C 11.2., Net Metering Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.2.B., Net Metering Definitions.

A customer who participates in the Net Metering Program is subject to the provisions contained in Rule C 11.2., Net Metering Program.

**Distributed Generation Program:**

The Distributed Generation Program is available to any eligible customer as described in Rule C 11.3., Distributed Generation Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.3.B., Distributed Generation Definitions.

A customer who participates in the Distributed Generation Program is subject to the provisions contained in Rule C 11.3., Distributed Generation Program.

**Green Generation Program:**

Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C 10.2, Green Generation Program.

A customer who participates in the Green Generation Program is subject to the provisions contained in Rule C 10.2, Green Generation Program.

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C 10.7., Renewable Energy Credits (REC) Programs.

**General Terms:**

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

**Minimum Charge:**

The System Access Charge included in the rate and any applicable non-consumption based surcharges.

**Due Date and Late Payment Charge:**

The due date of the customer bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance, net of taxes, shall be assessed to any bill which is not paid on or before the due date shown thereon.

**Term and Form of Contract:**

Service under this rate shall not require a written contract except for: (i) resale service, (ii) service under the Green Generation Program, (iii) service under the Educational Institution Service Provision, (iv) service under the Net Metering program, (v) *service under the Demand Response Program* or (vi) at the option of the Company. If a contract is deemed necessary by the Company, the appropriate contract form shall be used and the contract shall require a minimum term of one year.

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**GENERAL SERVICE PRIMARY RATE GP**

**Availability:**

As of January 1, 2021, this rate is closed to new business other than for service to DCFC fast charging stations. Subject to any restrictions, this rate is available to any customer, political subdivision or agency of the State of Michigan, either acting separately or in combinations permitted under the laws of this state, desiring Primary Voltage service for general use or for public potable water pumping and/or waste water system(s).

This rate is available to existing Full Service Customers with an electric generating facility interconnected at a primary voltage level utilizing General Service Primary Rate GP for standby service on or before June 7, 2012. The amount of retail usage shall be determined on an hourly basis. Customers with a generating installation are required to have an Interval Data Meter.

This rate is not available to a Primary Rate Customer where the Company elects to provide one transformation from the available Primary Voltage to another available Primary Voltage desired by the customer.

This rate is not available for lighting service, except for temporary service for lighting installations.

**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.

Where service is supplied at a nominal voltage of 25,000 Volts or less, the customer shall furnish, install and maintain all necessary transforming, controlling and protective equipment.

Where the Company elects to measure the service at a nominal voltage above 25,000 Volts, 1% shall be deducted for billing purposes, from the energy measurements thus made.

Where the Company elects to measure the service at a nominal voltage of less than 2,400 Volts, 3% shall be added for billing purposes, to the energy measurements thus made.

**Monthly Rate:**

**Power Supply Charges: These charges are applicable to Full Service customers.**

Charges for Customer Voltage Level 3 (CVL3)

Energy Charge:

Non-Capacity	Capacity	Total	
<u>\$0.076550</u>	<u>\$0.025915</u>	<u>\$0.102465</u>	per kWh for all kWh during the billing months of June-September
<del>0.056134</del>	<del>0.027796</del>	<del>0.083930</del>	
<u>\$0.069002</u>	<u>\$0.018140</u>	<u>\$0.087142</u>	per kWh for all kWh during the billing months of October-May
<del>0.057255</del>	<del>0.028896</del>	<del>0.086151</del>	

Charges for Customer Voltage Level 2 (CVL2)

Energy Charge:

Non-Capacity	Capacity	Total	
<u>\$0.075761</u>	<u>\$0.025563</u>	<u>\$0.101324</u>	per kWh for all kWh during the billing months of June-September
<del>0.055617</del>	<del>0.027455</del>	<del>0.083072</del>	
<u>\$0.068309</u>	<u>\$0.017893</u>	<u>\$0.086202</u>	per kWh for all kWh during the billing months of October-May
<del>0.056726</del>	<del>0.028542</del>	<del>0.085268</del>	

Charges for Customer Voltage Level 1 (CVL1)

Energy Charge:

Non-Capacity	Capacity	Total	
<u>\$0.074800</u>	<u>\$0.025180</u>	<u>\$0.099980</u>	per kWh for all kWh during the billing months of June-September
<del>0.054883</del>	<del>0.027036</del>	<del>0.081919</del>	
<u>\$0.067455</u>	<u>\$0.017625</u>	<u>\$0.085080</u>	per kWh for all kWh during the billing months of October-May
<del>0.055977</del>	<del>0.028106</del>	<del>0.084083</del>	

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**(Continued on Sheet No. D-56.00)**

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-56.00

**GENERAL SERVICE PRIMARY RATE GP**  
(Continued From Sheet No. D-55.00)

Monthly Rate (Contd)

**Delivery Charges:** These charges are applicable to Full Service and Retail Open Access (ROA) customers.

System Access Charge: \$100.00 per customer per month

Charges for Customer Voltage Level 3 (CVL3)

Distribution Charge: ~~0.017343~~ \$0.017474 per kWh for all kWh

Charges for Customer Voltage Level 2 (CVL2)

Distribution Charge: ~~0.010250~~ \$0.007661 per kWh for all kWh

Charges for Customer Voltage Level 1 (CVL1)

Distribution Charge: ~~0.005968~~ \$0.002171 per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**Adjustment for Power Factor**

This rate requires a determination of the average Power Factor maintained by the customer during the billing period. Such average Power Factor shall be determined through metering of lagging Kilovar-hours and Kilowatt-hours during the billing period. The calculated ratio of lagging Kilovar-hours to Kilowatt-hours shall then be converted to the average Power Factor for the billing period by using the appropriate conversion factor. Whenever the average Power Factor during the billing period is above .899 or below .850, the customer bill shall be adjusted as follows:

- (a) If the average Power Factor during the billing period is .900 or higher, a 0.50% credit will be applied to all metered-based charges, excluding surcharges. This credit shall not in any case be used to reduce the prescribed Minimum Charge.
- (b) If the average Power Factor during the billing period is less than .850, a penalty will be applied to all metered-based charges, excluding surcharges, in accordance with the following table:

Power Factor	Penalty
0.800 to 0.849	0.50%
0.750 to 0.799	1.00%
0.700 to 0.749	2.00%
Below 0.700	3% first 2 months

- (c) A Power Factor less than 0.700 is not permitted and necessary corrective equipment must be installed by the customer. A 15% penalty will be applied to any metered-based charges, excluding surcharges, after two consecutive months below 0.700 Power Factor and will continue as long as the Power Factor remains below 0.700. Once the customer's Power Factor exceeds 0.700, it is necessary to complete two consecutive months below 0.700 before the 15% penalty applies again.

**Resale Service Provision**

Subject to any restrictions, this provision is available to customers desiring Primary Voltage service for resale purposes in accordance with Rule C4.4, Resale.

(Continued on Sheet No. D-57.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-57.00

**GENERAL SERVICE PRIMARY RATE GP**

(Continued From Sheet No. D-56.00)

**Monthly Rate (Contd)**

**Substation Ownership Credit**

Where service is supplied at a nominal voltage of more than 25,000 volts, and the customer provides all of the necessary transforming, controlling and protective equipment for all of the service there shall be deducted from the bill a monthly credit.

The monthly credit for the substation ownership shall be applied as follows:

**Delivery Charges - These charges are applicable to Full Service and Retail Open Access customers.**

Charges for Customer Voltage Level 2 (CVL 2)

Substation Ownership Credit: \$ ~~(0.001513 0.001483)~~ per kWh for all kWh

Charges for Customer Voltage Level 1 (CVL 1)

Substation Ownership Credit: \$ ~~(0.001123 0.001018)~~ per kWh for all kWh

For those customers served by more than one substation where one or more of the substations is owned by the customer, the credit will be applied to the customer's coincident Maximum Demand for those substations owned by the customer. This credit shall not operate to reduce the customer's billing below the prescribed minimum charges included in the rate. The credit shall be based on the kW after the 1% deduction or 3% addition has been applied to the metered kWh.

**Educational Institution Service Provision (GEI)**

When service is supplied to a school, college or university, a credit shall be applied during all billing months. As used in this provision, "school" shall mean buildings, facilities, playing fields, or property directly or indirectly used for school purposes for children in grades kindergarten through twelve, when provided by a public or nonpublic school. School does not include instruction provided in a private residence or proprietary trade, vocational, training, or occupational school. "College" or "University" shall mean buildings located on the same campus and used to impart instruction, including all adjacent and appurtenant buildings owned by the same customer which are located on the same campus and which constitute an integral part of such college or university facilities.

The monthly credit for the Educational Institution Service Provision shall be applied as follows:

**Delivery Charges - These charges are applicable to Full Service and Retail Open Access Customers.**

Educational Institution Credit: \$ ~~(0.000533 0.000492)~~ per kWh for all kWh

Customers on this provision shall require a written contract, with a minimum term of one year, and shall be evaluated annually to determine whether or not the accounts shall remain on the service provision.

**Demand Response Program**

*Customers participating in the voluntary Demand Response Program help reduce peak demand when energy use is the highest. A customer specific agreement stating the customer's Contracted Capacity kW shall be completed prior to participation in the Demand Response Program. Customer eligibility to participate in this program is determined solely by the Company. The Company reserves the right to specify the term or duration of the program.*

*Under this program, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer's annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer's contracted capacity under this program must be supported by an updated energy reduction plan on an annual basis.*

*Demand Response Program customers shall receive an annual Program Payment on the customer bill for the capacity amount delivered during events specified in the customer specific agreement within three billing cycles after the program season ends. Eligible customers may also receive Emergency Event Performance Payments on the customer bill under specific circumstances as outlined in the customer specific agreement. If a customer fails to deliver their total Contracted Capacity during an Emergency Event ordered by Consumers Energy, an Underperformance Penalty may be applicable. Any applicable penalties or program incentives shall be applied to the customer bill. As a condition of enrollment, Customers will be required to provide energy reduction plans that detail their load reduction procedure as specified in the agreement. Customers will be required to provide event notification contacts that support the program. The program agreement will specify the terms of the program that include program duration, number and length of events, performance calculations and program rules.*

**Self-Generation (SG):**

To be eligible for Self-Generation, a Customer with a generating installation operating in parallel with the Company's system, must meet the requirements described in Rule C 11.1., Self-Generation.

(Continued on Sheet No. D-58.00)

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-58.00

---

**GENERAL SERVICE PRIMARY RATE GP**  
(Continued From Sheet No. D-57.00)

**Monthly Rate (Contd)**

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C11.2., Net Metering Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C11.2.B., Net Metering Definitions.

A customer who participates in the Net Metering Program is subject to the provisions contained in Rule C11.2., Net Metering Program.

**Distributed Generation Program:**

The Distributed Generation Program is available to any eligible customer as described in Rule C 11.3., Distributed Generation Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.3.B., Distributed Generation Definitions.

A customer who participates in the Distributed Generation Program is subject to the provisions contained in Rule C 11.3., Distributed Generation Program.

**Green Generation Program:**

Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C10.2, Green Generation Program.

A customer who participates in the Green Generation Program is subject to the provisions contained in Rule C10.2, Green Generation Program.

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C10.7., Renewable Energy Credits (REC) Programs.

**General Terms:**

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

**Minimum Charge:**

The System Access charge included in the rate and any applicable non-consumption based surcharges.

**Due Date and Late Payment Charge**

The due date of the customer bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance, net of taxes, shall be assessed to any bill which is not paid on or before the due date shown thereon.

**Term and Form of Contract**

For customers with monthly demands of 300 kW or more, all service under this rate may require a written contract with a minimum term of one year.

For customers with monthly demands of less than 300 kW, service under this rate shall not require a written contract except for: (i) service under the Green Generation Program, (ii) service under the Educational Institution provision, (iii) service under the Resale Service Provision, (iv) service under the Net Metering Program, (v) service under the Demand Response Program or (vi) at the option of the Company. If a contract is deemed necessary by the Company, the appropriate contract form shall be used and the contract shall require a minimum term of one year.

A new contract will not be required for existing customers who increase their demand requirements after initiating service, unless new or additional facilities are required or service provisions deem it necessary.

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-59.00**

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**

**Availability**

Subject to any restrictions, this rate is available to any customer desiring Primary Voltage service, either for general use or resale purposes, where the On-Peak Billing Demand is 25 kW or more. This rate is also available to any political subdivision or agency of the State of Michigan, either acting separately or in combinations permitted under the laws of this state, for Primary Voltage service for potable water pumping and/or waste water system(s).

This rate is not available to a Primary Rate Customer where the Company elects to provide one transformation from the available Primary Voltage to another available Primary Voltage desired by the customer.

This rate is also not available for lighting service, for resale for lighting service, or for new or expanded service for resale to residential customers.

**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.

Where service is supplied at a nominal voltage of 25,000 Volts or less, the customer shall furnish, install and maintain all necessary transforming, controlling and protective equipment.

Where the Company elects to measure the service at a nominal voltage above 25,000 Volts, 1% shall be deducted for billing purposes, from the demand and energy measurements thus made.

Where the Company elects to measure the service at a nominal voltage of less than 2,400 Volts, 3% shall be added for billing purposes, to the demand and energy measurements thus made.

Interval Data Meters are required for service under this rate. Meter reading will be accomplished electronically through telecommunication links or other electronic data methods able to provide the Company with the metering data / billing determinants necessary for billing purposes.

**Monthly Rate:**

**Power Supply Charges:                    These charges are applicable to Full Service customers.**

Charges for Customer Voltage Level 3 (CVL3)

Demand Charge:

Capacity	Non-Capacity	Total	
<del>\$11.41</del>	<del>\$9.20</del>	<del>\$20.61</del>	per kW of On-Peak Billing Demand during the billing months of June-September
\$9.94	6.30	18.24	
<del>\$9.86</del>	<del>\$8.53</del>	<del>\$18.39</del>	per kW of On-Peak Billing Demand during the billing months of October-May
11.07	5.44	16.51	

Transmission Charge:

Capacity	
<del>\$7.60</del> 7.62	per kW of On-Peak Billing Demand during the billing months of June-September
<del>\$7.07</del> 7.09	per kW of On-Peak Billing Demand during the billing months of October-May

Energy Charge:

Non-Capacity	
<del>\$0.043061</del>	per kWh for all On-Peak kWh during the billing months of June-September
0.038163	
<del>\$0.027033</del>	per kWh for all Off-Peak kWh during the billing months of June-September
0.024315	
<del>\$0.034405</del>	per kWh for all On-Peak kWh during the billing months of October-May
0.030767	
<del>\$0.029550</del>	per kWh for all Off-Peak kWh during the billing months of October-May
0.028461	

**(Continued on Sheet No. D-60.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-60.00

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-59.00)

Monthly Rate: (Contd)

Power Supply Charges: These charges are applicable to Full Service customers. (Contd)

Charges for Customer Voltage Level 2 (CVL2)

Demand Charge:

Capacity	Non-Capacity	Total	
<u>\$11.30</u>	<u>\$9.08</u>	<u>\$20.38</u>	per kW of On-Peak Billing Demand during the billing months of June-September
<del>11.79</del>	<del>6.25</del>	<del>18.04</del>	
<u>\$9.77</u>	<u>\$8.42</u>	<u>\$18.19</u>	per kW of On-Peak Billing Demand during the billing months of October-May
<del>10.94</del>	<del>5.40</del>	<del>16.34</del>	

Transmission Charge:

Capacity	
<u>\$7.49</u>	<del>7.52</del> per kW of On-Peak Billing Demand during the billing months of June-September
<u>\$6.97</u>	<del>7.01</del> per kW of On-Peak Billing Demand during the billing months of October-May

Energy Charge:

Non-Capacity	
<u>\$0.042669</u>	per kWh for all On-Peak kWh during the billing months of June-September
<del>0.037853</del>	
<u>\$0.026787</u>	per kWh for all Off-Peak kWh during the billing months of June-September
<del>0.024117</del>	
<u>\$0.034091</u>	per kWh for all On-Peak kWh during the billing months of October-May
<del>0.030517</del>	
<u>\$0.029281</u>	per kWh for all Off-Peak kWh during the billing months of October-May
<del>0.028229</del>	

Charges for Customer Voltage Level 1 (CVL1)

Demand Charge:

Capacity	Non-Capacity	Total	
<u>\$11.17</u>	<u>\$8.94</u>	<u>\$20.11</u>	per kW of On-Peak Billing Demand during the billing months of June-September
<del>11.61</del>	<del>6.17</del>	<del>17.78</del>	
<u>\$9.65</u>	<u>\$8.29</u>	<u>\$17.94</u>	per kW of On-Peak Billing Demand during the billing months of October-May
<del>10.77</del>	<del>5.33</del>	<del>16.10</del>	

Transmission Charge:

Capacity	
<u>\$7.38</u>	<del>7.41</del> per kW of On-Peak Billing Demand during the billing months of June-September
<u>\$6.87</u>	<del>6.90</del> per kW of On-Peak Billing Demand during the billing months of October-May

Energy Charge:

Non-Capacity	
<u>\$0.042163</u>	per kWh for all On-Peak kWh during the billing months of June-September
<del>0.037382</del>	
<u>\$0.026469</u>	per kWh for all Off-Peak kWh during the billing months of June-September
<del>0.023817</del>	
<u>\$0.033687</u>	per kWh for all On-Peak kWh during the billing months of October-May
<del>0.030137</del>	
<u>\$0.028934</u>	per kWh for all Off-Peak kWh during the billing months of October-May
<del>0.027878</del>	

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

(Continued on Sheet No. D-61.00)

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-61.00

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-60.00)

**Monthly Rate: (Contd)**

**Delivery Charges:** These charges are applicable to Full Service and Retail Open Access (ROA) customers.

System Access Charge: \$200.00 per customer per month

Charges for Customer Voltage Level 3 (CVL3)

Capacity Charge: \$~~5.16~~ ~~4.74~~ per kW of Maximum Demand

Charges for Customer Voltage Level 2 (CVL2)

Capacity Charge: \$~~2.62~~ ~~2.48~~ per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL1)

Capacity Charge: \$~~0.74~~ ~~0.69~~ per kW of Maximum Demand

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**Adjustment for Power Factor:**

This rate requires a determination of the average Power Factor maintained by the customer during the billing period. Such average Power Factor shall be determined through metering of lagging Kilovar-hours and Kilowatt-hours during the billing period. The calculated ratio of lagging Kilovar-hours to Kilowatt-hours shall then be converted to the average Power Factor for the billing period by using the appropriate conversion factor. Whenever the average Power Factor during the billing period is above .899 or below .850, the customer bill shall be adjusted as follows:

- (a) If the average Power Factor during the billing period is .900 or higher, a 0.50% credit will be applied to all metered-based charges, excluding surcharges. This credit shall not in any case be used to reduce the prescribed Minimum Charge.
- (b) If the average Power Factor during the billing period is less than .850, a penalty will be applied to all metered-based charges, excluding surcharges, in accordance with the following table:

<b>Power Factor</b>	<b>Penalty</b>
0.800 to 0.849	0.50%
0.750 to 0.799	1.00%
0.700 to 0.749	2.00%
Below 0.700	3% first 2 months

Adjustment for Power Factor shall not be applied when the On-Peak Billing Demand is based on 60% of the highest On-Peak Billing Demand created during the preceding bill months of June through September or on a Minimum On-Peak Billing Demand.

- (c) A Power Factor less than 0.700 is not permitted and necessary corrective equipment must be installed by the customer. A 15% penalty will be applied to any metered-based charges, excluding surcharges, after two consecutive months below 0.700 Power Factor and will continue as long as the Power Factor remains below 0.700. Once the customer's Power Factor exceeds 0.700, it is necessary to complete two consecutive months below 0.700 before the 15% penalty applies again.

(Continued on Sheet No. D-62.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-62.00

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-61.00)

**Monthly Rate: (Contd)**

**Maximum Demand:**

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

**On-Peak Billing Demand:**

The On-Peak Billing Demand shall be based on the highest on-peak demand created during the billing month, but never less than 60% of the highest on-peak billing demand of the four preceding summer billing months (June through September), nor less than 25 kW.

The On-Peak Billing Demand shall be the Kilowatts (kW) supplied during the 15-minute period of maximum use during on-peak hours, as described in Rule C14., Provisions Governing the Application of On-Peak and Off-Peak Rates.

The Company reserves the right to make special determination of the On-Peak Billing Demand, and/or the Minimum Charge, should the equipment which creates momentary high demands be included in the customer's installation.

**Transmission On-Peak Billing Demand:**

The Transmission On-Peak Billing Demand for each billing month shall be the Kilowatts (kW) supplied during the 15-minute period of maximum use during on-peak hours, as described in Rule C14., Provisions Governing the Application of On-Peak and Off-Peak Rates.

**Resale Service Provision:**

Subject to any restrictions, this provision is available to customers desiring Primary Voltage service for resale purposes in accordance with Rule C4.4, Resale.

**Substation Ownership Credit:**

Where service is supplied at a nominal voltage of more than 25,000 Volts, energy is measured through an Interval Data Meter, and the customer provides all of the necessary transforming, controlling and protective equipment for all of the service there shall be deducted from the bill a monthly credit. For those customers, part of whose load is served through customer-owned equipment, the credit shall be based on the Maximum Demand.

The monthly credit for the substation ownership shall be applied as follows:

**Delivery Charges: These charges are applicable to Full Service and Retail Open Access Customers.**

Charges for Customer Voltage Level 2 (CVL 2)

Substation Ownership Credit:      \$(~~0.62~~ ~~0.61~~)      per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Substation Ownership Credit:      \$(~~0.46~~ ~~0.44~~)      per kW of Maximum Demand

For those customers served by more than one substation where one or more of the substations is owned by the customer, the credit will be applied to the customer's coincident Maximum Demand for those substations owned by the customer. This credit shall not operate to reduce the customer's billing below the prescribed minimum charges included in the rate. The credit shall be based on the kW after the 1% deduction or 3% addition has been applied to the metered kW.

(Continued on Sheet No. D-63.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-63.00

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**

(Continued From Sheet No. D-62.00)

**Monthly Rate: (Contd)**

**Aggregate Peak Demand Service Provision (GAP):**

This provision is available to any customer with 7 accounts or more who desire to aggregate their On-Peak Billing Demands for power supply billing purposes. To be eligible, each account must have a minimum average On-Peak Billing Demand of 250 kW and be located within the same billing district. The customer's aggregated accounts shall be billed under the same rate schedule and service provisions. The aggregate maximum capacity of all customers served under this provision shall be limited to 200,000 kW.

This provision commences with service rendered on and after June 20, 2008 and remains in effect until terminated by a Commission Order.

Customers on this provision shall require a written contract, with a minimum term of one year, and shall be evaluated annually to determine whether or not the accounts shall remain on the service provision.

Interval Data Meters are required for service under this provision.

The aggregated accounts shall be summarized for each interval time period registered and a comparison shall be performed to determine the on-peak time at which the summarized value of the aggregated accounts reached a maximum for the billing month. The individual aggregated accounts shall be billed for their corresponding On-Peak Billing Demand occurring at that point in time.

**Educational Institution Service Provision (GEI):**

When service is supplied to a school, college or university, a credit shall be applied during all billing months. As used in this provision, "school" shall mean buildings, facilities, playing fields, or property directly or indirectly used for school purposes for children in grades kindergarten through twelve, when provided by a public or nonpublic school. School does not include instruction provided in a private residence or proprietary trade, vocational, training, or occupational school. "College" or "University" shall mean buildings located on the same campus and used to impart instruction, including all adjacent and appurtenant buildings owned by the same customer which are located on the same campus and which constitute an integral part of such college or university facilities.

The monthly credit for the Educational Institution Service Provision shall be applied as follows:

**Delivery Charges:      These charges are applicable to Full Service and Retail Open Access Customers.**

Educational Institution Credit:      \$(~~0.000201~~ ~~0.000240~~) per kWh for all kWh

Customers on this provision shall require a written contract, with a minimum term of one year, and shall be evaluated annually to determine whether or not the accounts shall remain on the service provision.

**Demand Response Program**

Customers participating in the voluntary Demand Response Program help reduce peak demand when energy use is the highest. A customer specific agreement stating the customer's Contracted Capacity kW shall be completed prior to participation in the Demand Response Program. Customer eligibility to participate in this program is determined solely by the Company. The Company reserves the right to specify the term or duration of the program.

Under this program, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer's annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer's contracted capacity under this program must be supported by an updated energy reduction plan on an annual basis.

Demand Response Program customers shall receive an annual Program Payment on the customer bill for the capacity amount delivered during events specified in the customer specific agreement within three billing cycles after the program season ends. Eligible customers may also receive Emergency Event Performance Payments on the customer bill under specific circumstances as outlined in the customer specific agreement. If a customer fails to deliver their total Contracted Capacity during an Emergency Event ordered by Consumers Energy, an Underperformance Penalty may be applicable. Any applicable penalties or program incentives shall be applied to the customer bill. As a condition of enrollment, Customers will be required to provide energy reduction plans that detail their load reduction procedure as specified in the agreement. Customers will be required to provide event notification contacts that support the program. The program agreement will specify the terms of the program that include program duration, number and length of events, performance calculations and program rules.

**Self-Generation (SG):**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

To be eligible for Self-Generation, a Customer with a generating installation operating in parallel with the Company's system, must meet the requirements described in Rule C 11.1., Self-Generation.

**Interruptible Service Provision (GI):**

This provision is available to any customer account willing to *either (1) contract for at least 500 kW of On-Peak Billing Demand as interruptible or (2) contract for a service level of On-Peak Billing Demand that the customer account is willing to reduce to when the Company deems interruption is necessary to maintain system integrity.* The Company reserves the right to limit the amount of load contracted as interruptible, but in no case shall it exceed 300,000 kW per customer. *Customers with multiple locations participating in the GI Provision may manage the locations jointly to meet the contracted interruptible commitment.* Customers served under Rate GPD shall have no more than 50% of their annual On-Peak Billing Demand contracted as interruptible when contracting for more than 50,000 kW of interruptible load. The aggregate amount of monthly On-Peak Billing Demand subscribed under this provision shall be limited to 400,000 kW.

Consumers Energy may ~~require~~ *provide* the Customer *equipment* to ~~monitor and~~ provide real-time, Internet-enabled power monitoring. If such monitoring is *provided* ~~required~~, ~~Consumers Energy will provide~~ the metering or monitoring devices ~~necessary, which~~ shall be owned by Consumers Energy and provided to the Customer at the Company's expense. The Customer may be required to provide suitable space for such monitoring equipment and either a static or non-static, as applicable, Internet Protocol (IP) address and Local Area Network (LAN) access that allows for Internet-based communication of the Customer's site electricity consumption and interruption event performance.

**(Continued on Sheet No. D-64.00)**

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-64.00

---

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**

(Continued From Sheet No. D-63.00)

**Monthly Rate: (Contd)**

**Interruptible Service Provision (GI): (Contd)**

**Billing for Contracted Interruptible Demand – Reduce by Contracted On-Peak Billing Demand**

For billing purposes, the monthly interruptible On-Peak Billing Demand shall be billed first and discounted under this interruptible service provision. The actual On-Peak Billing Demand for the interruptible load supplied shall be credited by the amount specified under the Power Supply Charges - Interruptible Credit listed below. Subsequently all firm service used during the billing period in excess of the contracted interruptible shall be billed at the appropriate firm rate.

**Billing for Contracted Service Level – Reduce to Contracted On-Peak Billing Demand**

For billing purposes, the contracted firm service level shall be billed first at the appropriate firm rate. Subsequently, the On-Peak Billing Demand determined to be interruptible, in excess of the contracted firm service level, shall be billed and discounted under this interruptible service provision.

All contracts under this provision shall be negotiated on an annual basis for the following capacity planning year (June 1 through May 31) and the Customer must notify the Company by December 10<sup>th</sup> of each year of their desire to renew the GI Provision, unless the Customer chooses to lengthen the term of their commitment (up to five years). Annual changes to the amount of interruptible kW for long term contracts are open to adjustment through December 10<sup>th</sup> of each year. Within 30 minutes of receiving an interruption notice, the customer shall reduce their total load level by the amount of contracted interruptible capacity.

At the Company's discretion, the customer may adjust the contracted amount one time within the annual contract period.

Any load designated as interruptible by the customer is also subject to Midcontinent Independent System Operator's Inc. (MISO) requirements for Load Modifying Resources and the Company shall inform the Customer of such MISO requirements. Interruption under this provision may occur if MISO *declares issues* a Maximum Generation Emergency Event *that requires deployment of Load Modifying Resources in accordance with the currently effective MISO Emergency Electrical Procedures Step 2b order* or NERC Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared Emergency Status. Participation in the GI provision does not limit the Company's ability to implement emergency electrical procedures as described in the Company's Electric Rate Book including interruption of service as required to maintain system integrity.

**Annual Power Test Requirement**

Under this provision, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer's annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer's contracted capacity under this provision must be supported by an updated energy reduction plan on an annual basis.

**Conditions of Interruption**

Under this provision, the customer shall be interrupted at any time, on-peak or off-peak, the Company deems it necessary to maintain system integrity. The Company shall provide the Customer at least thirty minutes advance notice of a required interruption, and if possible, a second notice. The notice will be communicated by telephone to the contact numbers provided by the Customer. The Customer shall confirm the receipt of such notice through the automated response process. Failure to acknowledge receipt of such notice shall not relieve the customer of the obligation for interruption under the GI Provision. The customer shall be informed, when possible, of the estimated duration of the interruption at the time of interruption.

The Company shall not be liable for any loss or damage caused by or resulting from any interruption of service under this provision.

Interruptions beyond the Company's control, described in Rules C1.1, Character of Service, and C3., Emergency Electrical Procedures, of the Company's Electric Rate Book, shall not be considered as interruptions for purposes of this provision.

Should the Company be ordered by Governmental authority during a national emergency to supply firm instead of interruptible service, billing shall be made on an applicable firm power schedule.

(Continued on Sheet No. D-65.00)

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD  
(Continued From Sheet No. D-65.00)**

**Monthly Rate: (Contd)**

**Interruptible Service Provision – Market-Price Option (GI2) (Contd)**

**Monthly Billing**

For billing purposes, the Contracted Firm Capacity will be billed first on Rate GPD, with the load in excess of contracted firm being billed on the GI2 charges specified in this rate schedule.

**Power Supply Charges - These charges are applicable to contracted interruptible capacity.**

The customer shall be responsible for the MISO Real-Time Locational Market Price (LMP) for the Company’s load node (designated as “CONS.CETR” as the date of this Rate Schedule), multiplied by the customer’s consumption (kWh), plus the Market Settlement Fee of \$0.002/kWh.

**Charges for Customer Voltage Level 3 (CVL 3)**

LMP Energy Charge: MISO Real-Time LMP per kWh for all kWh  
Capacity & Transmission Charge: ~~\$0.040422~~ ~~0.024111~~ per kWh for all kWh during the billing months of June-September  
\$0.038216 ~~0.024284~~ per kWh for all kWh during the billing months of October-May

**Charges for Customer Voltage Level 2 (CVL 2)**

LMP Energy Charge: MISO Real-Time LMP per kWh for all kWh  
Capacity & Transmission Charge: \$0.038803 ~~0.022910~~ per kWh for all kWh during the billing months of June-September  
\$0.035411 ~~0.022264~~ per kWh for all kWh during the billing months of October-May

**Charges for Customer Voltage Level 1 (CVL 1)**

LMP Energy Charge: MISO Real-Time LMP per kWh for all kWh  
Capacity & Transmission Charge: \$0.031935 ~~0.020497~~ per kWh for all kWh during the billing months of June-September  
\$0.029184 ~~0.019632~~ per kWh for all kWh during the billing months of October-May

The MISO Real-Time LMP per kWh shall be adjusted for losses based on the customer’s point of metering as shown below:

	Meter Point	
	High Side	Low Side
Customer Voltage Level 1	0.000%	<u>1.073</u> <del>0.999</del> %
Customer Voltage Level 2	<u>1.336</u> <del>1.324</del> %	<u>2.365</u> <del>2.338</del> %
Customer Voltage Level 3	<u>3.299</u> <del>3.175</del> %	<u>7.342</u> <del>7.605</del> %

**Delivery Charges – These charges are applicable to contract capacity**

Rate GPD Delivery Charges will apply to all Delivery service, including contracted capacity designated as GI2 interruptible service.

**System Access Charge:**

If contracted capacity is separately metered: \$100.00 per additional meter installation per month

This provision is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00 as well as the System Access Charge, Delivery Charges, General Terms, Adjustment for Power Factor, Substation Ownership Credit, Minimum Charge and the Due Date and Late Payment Charge applicable to Rate GPD.

**Annual Power Test Requirement**

Under this provision, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer’s annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer’s contracted capacity under this provision must be supported by an updated energy reduction plan on an annual basis.

**(Continued on Sheet No. D-67.00)**

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-67.00

---

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**

(Continued From Sheet No. D-66.00)

**Monthly Rate: (Contd)**

**Interruptible Service Provision – Market-Price Option (GI2) (Cont)**

**Conditions of Interruption**

The Company will notify the customer as to the amount of total load on this rider to be curtailed. Load identified as monthly firm service and billed on Rate GPD is not considered as interruptible and does not need to be curtailed under the terms of GI2. Although actual load at time of interruption may vary from contract capacity, the total measured load on this provision shall be subject to curtailment by the Company.

The Company shall provide the Customer at least thirty minutes advance notice of a required interruption, and if possible, a second notice. The notice will be communicated by telephone to the contact numbers provided by the Customer. The Customer shall confirm the receipt of such notice through the automated response process. Failure to acknowledge receipt of such notice shall not relieve the customer of the obligation for interruption under the GI Provision. The customer shall be informed, when possible, of the estimated duration of the interruption at the time of interruption. Within 30 minutes of receiving an interruption notice, the customer shall reduce their total load level by the amount of contracted interruptible capacity or have the total facility subject to interruption.

Any load designated as interruptible by the customer may require the installation and maintenance of equipment that allow the Company to remotely interrupt the customer's load. If the company determines it is required to install and maintain equipment at the customer's site to comply with any requirements associated with the GI service provision then it shall do so at the customer's expense. In addition, the customer shall also adhere to any advance notification requirements the Company deems are necessary to comply with its obligations to MISO under this provision.

Any load designated as interruptible by the customer is also subject to Midcontinent Independent System Operator's Inc. (MISO) requirements for Load Modifying Resources and the Company shall inform the Customer of such MISO requirements. Interruption under this provision may occur if MISO declares issues a Maximum Generation Emergency Event that requires deployment of Load Modifying Resources in accordance with the currently effective MISO Emergency Electrical Procedure Step 2b order or NERC Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared Emergency Status. Participation in the GI provision does not limit the Company's ability to implement emergency electrical procedures as described in the Company's Electric Rate Book including interruption of service as required to maintain system integrity.

Under this provision, the customer shall be interrupted at any time, on-peak or off-peak, the Company deems it necessary to maintain system integrity. The Company shall provide notice in advance of probable interruption, and if possible, a second notice of positive interruption. The notice will be communicated by telephone to the contact numbers provided by the Customer. The Customer shall confirm the receipt of such notice through the automated response process. Failure to acknowledge receipt of such notice shall not relieve the Customer of the obligation for interruption under the GI2 provision. The customer shall be informed, when possible, of the estimated duration of the interruption at the time of interruption.

The Company shall not be liable for any loss or damage caused by or resulting from any interruption of service under this provision.

Interruptions beyond the Company's control, described in Rules C1.1, Character of Service, and C3., Emergency Electrical Procedures, of the Company's Electric Rate Book, shall not be considered as interruptions for purposes of this provision.

Should the Company be ordered by Governmental authority during a national emergency to supply firm instead of interruptible service, billing shall be made on an applicable firm power schedule.

**Cost of Customer Non-Interruption**

Failure by a customer to comply with a system integrity interruption order of the Company shall be considered as unauthorized use and billed at (i) the higher of the actual damages incurred by the Company or (ii) the rate of \$25.00 per kW for the highest 15-minute kW of Interruptible On-Peak Billing demand created during the interruption period, in addition to the prescribed monthly rate. In addition, the interruptible contract capacity of a customer who does not interrupt within one hour following notice shall be immediately reduced by the amount which the customer failed to interrupt, unless the customer demonstrates that failure to interrupt was beyond its control.

---

(Continued on Sheet No. D-68.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-69.00

---

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
**(Continued From Sheet No. D-68.00)**

**Monthly Rate: (Contd)**

**General Terms:**

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

**Minimum Charge:**

The System Access Charge included in the rate, and applicable any non-consumption based surcharges.

**Due Date and Late Payment Charge:**

The due date of the customer bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance, net of taxes, shall be assessed to any bill which is not paid on or before the due date shown thereon.

**Term and Form of Contract:**

For customers with monthly demands of 300 kW or more, all service under this rate may require a written contract with a minimum term of one year.

For customers with monthly demands of less than 300 kW, service under this rate shall not require a written contract except for: (i) service under the Resale Service Provision, (ii) service under the Green Generation Program, (iii) service under the Educational Institution Service Provision, (iv) service under the Aggregate Peak Demand Service Provision, (v) service under the Interruptible Service Provision, (vi) *service under the Demand Response Program*, (vii) *service under the General Economic Development Provision* or (viii) at the option of the Company. If a contract is deemed necessary by the Company, the appropriate contract form shall be used and the contract shall require a minimum term of one year.

A new contract will not be required for existing customers who increase their demand requirements after initiating service, unless new or additional facilities are required or service provisions deem it necessary.

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-71.00

**GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU**

(Continued from Sheet No. D-70.00)

**Monthly Rate:**

**Power Supply Charges:**

Charges for Customer Voltage Level 3 (CVL3)

Energy Charge:

	Non-Capacity	Capacity	Total	
	<u>\$0.055195</u>	<u>\$0.015306</u>	<u>\$0.070501</u>	per kWh during the calendar months of June-September
Off-Peak-Summer	<u>0.042207</u>	<u>0.023029</u>	<u>0.065236</u>	
	<u>\$0.068629</u>	<u>\$0.022660</u>	<u>\$0.091289</u>	per kWh during the calendar months of June-September
Low-Peak-Summer	<u>0.059721</u>	<u>0.034094</u>	<u>0.093815</u>	
	<u>\$0.090276</u>	<u>\$0.028214</u>	<u>\$0.118490</u>	per kWh during the calendar months of June-September
Mid-Peak-Summer	<u>0.076399</u>	<u>0.042451</u>	<u>0.118850</u>	
High-Peak-Summer	<u>\$0.105097</u>	<u>\$0.029557</u>	<u>\$0.134654</u>	per kWh during the calendar months of June-September
	<u>0.085234</u>	<u>0.044469</u>	<u>0.129703</u>	
	<u>\$0.063002</u>	<u>\$0.016313</u>	<u>\$0.079315</u>	per kWh during the calendar months of October-May
Off-Peak - Winter	<u>0.052396</u>	<u>0.020680</u>	<u>0.073076</u>	
	<u>\$0.070450</u>	<u>\$0.018954</u>	<u>\$0.089404</u>	per kWh during the calendar months of October-May
Mid-Peak - Winter	<u>0.057312</u>	<u>0.024029</u>	<u>0.081341</u>	
	<u>\$0.075691</u>	<u>\$0.018962</u>	<u>\$0.094653</u>	per kWh during the calendar months of October-May
High-Peak - Winter	<u>0.060120</u>	<u>0.024039</u>	<u>0.084159</u>	

Charges for Customer Voltage Level 2 (CVL2)

Energy Charge:

	Non-Capacity	Capacity	Total	
	<u>\$0.054637</u>	<u>\$0.015098</u>	<u>\$0.069735</u>	per kWh during the calendar months of June-September
Off-Peak-Summer	<u>0.041810</u>	<u>0.022747</u>	<u>0.064557</u>	
	<u>\$0.067921</u>	<u>\$0.022352</u>	<u>\$0.090273</u>	per kWh during the calendar months of June-September
Low-Peak-Summer	<u>0.059156</u>	<u>0.033676</u>	<u>0.092832</u>	
	<u>\$0.089351</u>	<u>\$0.027831</u>	<u>\$0.117182</u>	per kWh during the calendar months of June-September
Mid-Peak-Summer	<u>0.075678</u>	<u>0.041931</u>	<u>0.117609</u>	
High-Peak-Summer	<u>\$0.104032</u>	<u>\$0.029155</u>	<u>\$0.133187</u>	per kWh during the calendar months of June-September
	<u>0.084438</u>	<u>0.043924</u>	<u>0.128362</u>	
	<u>\$0.062369</u>	<u>\$0.016091</u>	<u>\$0.078460</u>	per kWh during the calendar months of October-May
Off-Peak - Winter	<u>0.051922</u>	<u>0.020427</u>	<u>0.072349</u>	
	<u>\$0.069739</u>	<u>\$0.018696</u>	<u>\$0.088435</u>	per kWh during the calendar months of October-May
Mid-Peak - Winter	<u>0.056789</u>	<u>0.023734</u>	<u>0.080523</u>	
	<u>\$0.074933</u>	<u>\$0.018704</u>	<u>\$0.093637</u>	per kWh during the calendar months of October-May
High-Peak - Winter	<u>0.059575</u>	<u>0.023744</u>	<u>0.083319</u>	

Charges for Customer Voltage Level 1 (CVL1)

Energy Charge:

	Non-Capacity	Capacity	Total	
	<u>\$0.053951</u>	<u>\$0.014872</u>	<u>\$0.068823</u>	per kWh during the calendar months of June-September
Off-Peak-Summer	<u>0.041253</u>	<u>0.022400</u>	<u>0.063653</u>	
	<u>\$0.067060</u>	<u>\$0.022017</u>	<u>\$0.089077</u>	per kWh during the calendar months of June-September
Low-Peak-Summer	<u>0.058366</u>	<u>0.033162</u>	<u>0.091528</u>	
	<u>\$0.088221</u>	<u>\$0.027414</u>	<u>\$0.115635</u>	per kWh during the calendar months of June-September
Mid-Peak-Summer	<u>0.074670</u>	<u>0.041291</u>	<u>0.115961</u>	
High-Peak-Summer	<u>\$0.102725</u>	<u>\$0.028718</u>	<u>\$0.131443</u>	per kWh during the calendar months of June-September
	<u>0.083317</u>	<u>0.043254</u>	<u>0.126571</u>	
	<u>\$0.061589</u>	<u>\$0.015850</u>	<u>\$0.077439</u>	per kWh during the calendar months of October-May
Off-Peak - Winter	<u>0.051243</u>	<u>0.020115</u>	<u>0.071358</u>	
	<u>\$0.068865</u>	<u>\$0.018416</u>	<u>\$0.087281</u>	per kWh during the calendar months of October-May
Mid-Peak - Winter	<u>0.056045</u>	<u>0.023372</u>	<u>0.079417</u>	
	<u>\$0.073997</u>	<u>\$0.018424</u>	<u>\$0.092421</u>	per kWh during the calendar months of October-May
High-Peak - Winter	<u>0.058796</u>	<u>0.023382</u>	<u>0.082178</u>	

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Delivery Charges:**

System Access Charge: \$200.00 per customer per month

Charges for Customer Voltage Level 3 (CVL3)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

Capacity Charge:                    ~~\$5.16~~ ~~4.74~~                    per kW of Maximum Demand

**Charges for Customer Voltage Level 2 (CVL2)**

Capacity Charge:                    ~~\$2.62~~ ~~2.48~~                    per kW of Maximum Demand

**Charges for Customer Voltage Level 1 (CVL1)**

Capacity Charge:                    ~~\$0.74~~ ~~0.69~~                    per kW of Maximum Demand

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**Adjustment for Power Factor**

This rate requires a determination of the average Power Factor maintained by the customer during the billing period. Such average Power Factor shall be determined through metering of lagging Kilovar-hours and Kilowatt-hours during the billing period. The calculated ratio of lagging Kilovar-hours to Kilowatt-hours shall then be converted to the average Power Factor for the billing period by using the appropriate conversion factor. Whenever the average Power Factor during the billing period is above .899 or below .850, the customer bill shall be adjusted as follows:

**(Continued on Sheet No. D-72.00)**

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-72.00

**GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU**

(Continued from Sheet No. D-71.00)

**Monthly Rate (Contd)**

**Adjustment for Power Factor (Contd)**

- (a) If the average Power Factor during the billing period is .900 or higher, a 0.50% credit will be applied to all metered-based charges, excluding surcharges. This credit shall not in any case be used to reduce the prescribed Minimum Charge.
- (b) If the average Power Factor during the billing period is less than .850, a penalty will be applied to all metered-based charges, excluding surcharges, in accordance with the following table:

<b>Power Factor</b>	<b>Penalty</b>
0.800 to 0.849	0.50%
0.750 to 0.799	1.00%
0.700 to 0.749	2.00%
Below 0.700	3% first 2 months

- (c) A Power Factor less than 0.700 is not permitted and necessary corrective equipment must be installed by the customer. A 15% penalty will be applied to any metered-based charges, excluding surcharges, after two consecutive months below 0.700 Power Factor and will continue as long as the Power Factor remains below 0.700. Once the customer's Power Factor exceeds 0.700, it is necessary to complete two consecutive months below 0.700 before the 15% penalty applies again.

**Maximum Demand**

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

**Resale Service Provision**

Subject to any restrictions, this provision is available to customers desiring Primary Voltage service for resale purposes in accordance with Rule C4.4, Resale.

**Substation Ownership Credit**

Where service is supplied at a nominal voltage of more than 25,000 volts, energy is measured through an Interval Data Meter, and the customer provides all the necessary transforming, controlling and protective equipment for all the service there shall be deducted from the bill a monthly credit. For those customers, part of whose load is served through customer-owned equipment, the credit shall be based on the Maximum Demand.

The monthly substation ownership credit shall be applied as follows:

**Delivery Charges - These charges are applicable to Full Service Customers.**

Charges for Customer Voltage Level 2 (CVL 2)

Substation Ownership Credit: \$(~~0.62~~ 0.61) per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Substation Ownership Credit: \$(~~0.46~~ 0.44) per kW of Maximum Demand

For those customers served by more than one substation where one or more of the substations is owned by the customer, the credit will be applied to the customer's coincident Maximum Demand for those substations owned by the customer. This credit shall not operate to reduce the customer's billing below the prescribed minimum charges included in the rate. The credit shall be based on the kW after the 1% deduction or 3% addition has been applied to the metered kW.

**Educational Institution Service Provision (GEI)**

When service is supplied to a school, college or university, a credit shall be applied during all billing months. As used in this provision, "school" shall mean buildings, facilities, playing fields, or property directly or indirectly used for school purposes for children in grades kindergarten through twelve, when provided by a public or nonpublic school. School does not include instruction provided in a private residence or proprietary trade, vocational, training, or occupational school. "College" or "University" shall mean buildings located on the same campus and used to impart instruction, including all adjacent and appurtenant buildings owned by the same customer which are located on the same campus and which constitute an integral part of such college or university facilities.

The monthly credit for the Educational Institution Service Provision shall be applied as follows:

**Delivery Charges - These charges are applicable to Full Service Customers.**

Educational Institution Credit: \$ (~~0.000201~~ 0.000240) per kWh for all kWh

Customers on this provision shall require a written contract, with a minimum term of one year, and shall be evaluated annually to determine whether or not the accounts shall remain on the service provision.

(Continued on Sheet No. D-72.10 73.00)

**GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU**

**(Continued from Sheet No. D-72.00)**

**Monthly Rate (Contd)**

**Demand Response Program**

Customers participating in the voluntary Demand Response Program help reduce peak demand when energy use is the highest. A customer specific agreement stating the customer's Contracted Capacity kW shall be completed prior to participation in the Demand Response Program. Customer eligibility to participate in this program is determined solely by the Company. The Company reserves the right to specify the term or duration of the program.

Under this program, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer's annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer's contracted capacity under this program must be supported by an updated energy reduction plan on an annual basis.

Demand Response Program customers shall receive an annual Program Payment on the customer bill for the capacity amount delivered during events specified in the customer specific agreement within three billing cycles after the program season ends. Eligible customers may also receive Emergency Event Performance Payments on the customer bill under specific circumstances as outlined in the customer specific agreement. If a customer fails to deliver their total Contracted Capacity during an Emergency Event ordered by Consumers Energy, an Underperformance Penalty may be applicable. Any applicable penalties or program incentives shall be applied to the customer bill. As a condition of enrollment, Customers will be required to provide energy reduction plans that detail their load reduction procedure as specified in the agreement. Customers will be required to provide event notification contacts that support the program. The program agreement will specify the terms of the program that include program duration, number and length of events, performance calculations and program rules.

**Interruptible Service Provision (GI):**

This provision is available to any customer account willing to either (1) contract for at least 500 kW of On-Peak Billing Demand as interruptible or (2) contract for a service level of On-Peak Billing Demand that the customer account is willing to reduce to when the Company deems interruption is necessary to maintain system integrity. The Company reserves the right to limit the amount of load contracted as interruptible, but in no case shall it exceed 300,000 kW per customer. Customers with multiple locations participating in the GI Provision may manage the locations jointly to meet the contracted interruptible commitment. Customers served under Rate GPD shall have no more than 50% of their annual On-Peak Billing Demand contracted as interruptible when contracting for more than 50,000 kW of interruptible load. The aggregate amount of monthly On-Peak Billing Demand subscribed under this provision shall be limited to 400,000 kW.

Consumers Energy may provide the Customer equipment to provide real-time, Internet-enabled power monitoring. If such monitoring is provided the metering or monitoring devices shall be owned by Consumers Energy and provided to the Customer at the Company's expense. The Customer may be required to provide suitable space for such monitoring equipment and either a static or non-static, as applicable, Internet Protocol (IP) address and Local Area Network (LAN) access that allows for Internet-based communication of the Customer's site electricity consumption and interruption event performance.

**Billing for Contracted Interruptible Demand – Reduce by Contracted On-Peak Billing Demand**

For billing purposes, the monthly interruptible On-Peak Billing Demand shall be billed first and discounted under this interruptible service provision. The actual On-Peak Billing Demand for the interruptible load supplied shall be credited by the amount specified under the Power Supply Charges - Interruptible Credit listed below. Subsequently all firm service used during the billing period in excess of the contracted interruptible shall be billed at the appropriate firm rate.

**Billing for Contracted Service Level – Reduce to Contracted On-Peak Billing Demand**

For billing purposes, the contracted firm service level shall be billed first at the appropriate firm rate. Subsequently, the On-Peak Billing Demand determined to be interruptible, in excess of the contracted firm service level, shall be billed and discounted under this interruptible service provision.

**(Continued on Sheet No. D-72.20)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-72.20

**GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU**

**(Continued from Sheet No. D-72.10)**

**Monthly Rate (Contd)**

**Interruptible Service Provision (GI): (Contd)**

All contracts under this provision shall be negotiated on an annual basis for the following capacity planning year (June 1 through May 31) and the Customer must notify the Company by December 10<sup>th</sup> of each year of their desire to renew the GI Provision, unless the Customer chooses to lengthen the term of their commitment (up to five years). Annual changes to the amount of interruptible kW for long term contracts are open to adjustment through December 10<sup>th</sup> of each year. Within 30 minutes of receiving an interruption notice, the customer shall reduce their total load level by the amount of contracted interruptible capacity.

At the Company's discretion, the customer may adjust the contracted amount one time within the annual contract period.

Any load designated as interruptible by the customer is also subject to Midcontinent Independent System Operator's Inc. (MISO) requirements for Load Modifying Resources and the Company shall inform the Customer of such MISO requirements. Interruption under this provision may occur if MISO declares a Maximum Generation Emergency Event that requires deployment of Load Modifying Resources in accordance with the currently effective MISO Emergency Electrical Procedures or NERC Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared Emergency Status. Participation in the GI provision does not limit the Company's ability to implement emergency electrical procedures as described in the Company's Electric Rate Book including interruption of service as required to maintain system integrity.

**Annual Power Test Requirement**

Under this provision, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer's annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer's contracted capacity under this provision must be supported by an updated energy reduction plan on an annual basis.

**Conditions of Interruption**

Under this provision, the customer shall be interrupted at any time, on-peak or off-peak, the Company deems it necessary to maintain system integrity. The Company shall provide the Customer at least thirty minutes advance notice of a required interruption, and if possible, a second notice. The notice will be communicated by telephone to the contact numbers provided by the Customer. The Customer shall confirm the receipt of such notice through the automated response process. Failure to acknowledge receipt of such notice shall not relieve the customer of the obligation for interruption under the GI Provision. The customer shall be informed, when possible, of the estimated duration of the interruption at the time of interruption.

The Company shall not be liable for any loss or damage caused by or resulting from any interruption of service under this provision.

Interruptions beyond the Company's control, described in Rules C1.1, Character of Service, and C3., Emergency Electrical Procedures, of the Company's Electric Rate Book, shall not be considered as interruptions for purposes of this provision.

Should the Company be ordered by Governmental authority during a national emergency to supply firm instead of interruptible service, billing shall be made on an applicable firm power schedule.

**Cost of Customer Non-Interruption**

Failure by a customer to comply with a system integrity interruption order of the Company shall be considered as unauthorized use and billed at (i) the higher of the actual damages incurred by the Company or (ii) the rate of \$25.00 per kW for the highest 15-minute kW of Interruptible On-Peak Billing demand created during the interruption period, in addition to the prescribed monthly rate. In addition, the interruptible contract capacity of a customer who does not interrupt within one hour following notice shall be immediately reduced by the amount which the customer failed to interrupt, unless the customer demonstrates that failure to interrupt was beyond its control.

The monthly credit for the Interruptible Service Provision shall be applied as follows:

**Power Supply Charges: These charges are applicable to Full Service Customers.**

Interruptible Credit:     \$(7.00)   per kW of On-Peak Billing Demand during the billing months of June-September  
                                   \$(6.00)   per kW of On-Peak Billing Demand during the billing months of October-May

**(Continued on Sheet No. D-73.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-73.00

---

**GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU**

(Continued from Sheet No. D-72.00)

**Self-Generation (SG)**

To be eligible for Self-Generation, a Customer with a generating installation operating in parallel with the Company's system, must meet the requirements described in Rule C 11.1., Self-Generation.

**Distributed Generation Program**

The Distributed Generation Program is available to any eligible customer as described in Rule C 11.3., Distributed Generation Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C 11.3.B., Distributed Generation Definitions.

A customer who participates in the Distributed Generation Program is subject to the provisions contained in Rule C 11.3., Distributed Generation Program.

**Green Generation Program**

Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C10.2, Green Generation Program.

A customer who participates in the Green Generation Program is subject to the provisions contained in Rule C10.2, Green Generation Program.

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C10.7., Renewable Energy Credits (REC) Programs.

**General Terms**

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

**Minimum Charge**

The System Access Charge included in the rate, and any applicable non-consumption based surcharges.

**Due Date and Late Payment Charge**

The due date of the customer bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance, net of taxes, shall be assessed to any bill which is not paid on or before the due date shown thereon.

**Term and Form of Contract**

Service under this rate may require a written contract with a minimum term of one year. Service under this rate shall require a written contract for (i) service under the Educational Institution Service Provision, (ii) service under the Interruptible Service Provision, (iii) service under the Demand Response Program, or (iv) at the option of the Company.

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-74.00**

---

**ENERGY INTENSIVE PRIMARY RATE EIP**

**Availability**

Subject to any restrictions, the Energy Intensive Primary Rate EIP is available to any Full Service electric metal melting customer taking service at the Company's Primary Voltage levels, where the electric load on this rate is utilized for industrial metal melting processes such as electric arc or induction furnaces or to any Full Service electric industrial customer who qualified as energy intensive as defined herein. For metal melting customers, only electric load that directly supports the process of melting metal using electricity as the main melting source qualifies as load to be served under this rate. Ancillary equipment required for the metal melting process is not intended to be served on this rate.

Existing or former metal melting customers taking service under the Company's Metal Melting Primary Pilot as of November 30, 2015 are eligible for service on Rate EIP. An additional 200 MW of Maximum Demand capacity will be available on a first-come, first-served basis to Full Service customers with new electric metal melting or energy intensive industrial load not previously served by the Company. To qualify as energy intensive load, the customer must demonstrate viable options to site the production outside of the state and the customer's incremental load must exceed 2 MW at a single site with an annual load factor that exceeds 70% or the customer's incremental load must exceed 15 MW with a minimum of 75% of their total consumption occurring during Off-Peak Hours. New electric metal melting load must be separately metered. The customer must provide a special circuit or circuits in order for the Company to install separate metering.

**Nature of Service**

Service under the 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.

Where service is supplied at a nominal voltage of 25,000 Volts or less, the customer shall furnish, install and maintain all necessary transforming, controlling and protective equipment.

Where the Company elects to measure the service at a nominal voltage above 25,000 Volts, 1% shall be deducted for billing purposes, from the demand and energy measurements thus made.

Where the Company elects to measure the service at a nominal voltage of less than 2,400 Volts, 3% shall be added for billing purposes, to the demand and energy measurements thus made.

Interval Data Meters are required for service under this rate. Meter reading will be accomplished electronically through telecommunication links or other electronic measuring equipment available to provide the Company with the metering data necessary for billing purposes.

The Company may elect to install devices that can enable direct load management, power metering, data collection, near real-time data communication and internet based monitoring. There shall be no cost to the customer associated with the system equipment or installation of the system equipment. The Company reserves the right to remove the system equipment if the customer moves from Rate EIP to another primary rate.

For purposes of this rate, the appropriate measure of market price is the Real-Time LMP for the Company's retail aggregating node CONS.CETR established by the Midcontinent Independent System Operator Inc. (MISO).

**Critical Peak Event Determination**

The Company shall call a Critical Peak Event to signal either the market price has exceeded an Economic Trigger Price or a system integrity event is enacted.

A System Integrity Event is enacted when MISO declares that a Maximum Generation Emergency Event has occurred and MISO has instructed the Company to implement Load Management Measures using Load Modifying Resources ~~and Load Management Measures—Stage 1~~. The Company shall provide notice of a System Integrity Event by telephone to the contact numbers provided by the Customer. A System Integrity Event shall occur at any time for any duration. A Critical Peak Event caused by a System Integrity Event shall be billed at \$1.00 per kWh ~~the greater of 150% of the High Peak Energy Charge or the average market price~~ during the duration of the event.

The Summer Economic Trigger Price is the greater of 150% of the High Peak Energy Charge, Customer Voltage Level 1 or the average market price during the hours of 3:00 PM to 5:00 PM for the period of June 1 through September 30 of the previous year. The Summer Economic Trigger Price will be set on January 30 of each year by the Company.

The Winter Economic Trigger Price is the greater of 150% of the High Peak Energy Charge, Customer Voltage Level 1 or the average market price during the hours of 5:00 PM to 7:00 PM for the period of October 1 through May 31 of the previous year. The Winter Economic Trigger Price will be set on July 31 of each year by the Company.

Energy Intensive Primary Rate customers will be notified after the Summer and Winter Economic Trigger Prices are set. The Company shall endeavor to provide notice in advance of a probable System Integrity Event.

---

**(Continued on Sheet No. D-75.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-75.00

**ENERGY INTENSIVE PRIMARY RATE EIP**

(Continued from Sheet No. D-74.00)

**Schedule of Hours:**

The following schedule shall apply Monday through Friday (except holidays designated by the Company):

Summer:

Off-Peak Hours:	12:00 AM to 6:00 AM and 11:00 PM to 12:00 AM
Low-Peak Hours:	6:00 AM to 2:00 PM and 6:00 PM to 11:00 PM
Mid-Peak Hours:	2:00 PM to 3:00 PM and 5:00 PM to 6:00 PM
High-Peak Hours:	3:00 PM to 5:00 PM
Critical Peak Hours:	All hours during a Critical Peak Event

Winter:

Off-Peak Hours:	12:00 AM to 4:00 PM and 8:00 PM to 12:00 AM
Mid-Peak Hours:	4:00 PM to 5:00 PM and 7:00 PM to 8:00 PM
High-Peak Hours:	5:00 PM to 7:00 PM
Critical Peak Hours:	All hours during a Critical Peak Event

Weekends and holidays are off-peak. Designated Company holidays are: New Year's Day - January 1; Memorial Day - Last Monday in May; Independence Day - July 4; Labor Day - First Monday in September; Thanksgiving Day - Fourth Thursday in November; and Christmas Day - December 25. Whenever January 1, July 4, or December 25 fall on Sunday, extended holiday periods such as Monday, January 2, Monday, July 5 and Monday, December 26 shall not be considered as holidays for application of off-peak hours.

**Monthly Rate:**

**Power Supply Charges:**

Charges for Customer Voltage Level 3 (CVL3)

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak-Summer	<del>\$0.047201</del> <del>0.042296</del>	<del>\$0.005284</del> <del>0.004379</del>	<del>\$0.052485</del> <del>0.046675</del>	per kWh during the calendar months of June-September
Low-Peak-Summer	<del>\$0.063140</del> <del>0.063684</del>	<del>\$0.008257</del> <del>0.006842</del>	<del>\$0.071397</del> <del>0.070526</del>	per kWh during the calendar months of June-September
Mid-Peak-Summer	<del>\$0.081196</del> <del>0.079646</del>	<del>\$0.010039</del> <del>0.008319</del>	<del>\$0.091235</del> <del>0.087965</del>	per kWh during the calendar months of June-September
High-Peak-Summer	<del>\$0.093922</del> <del>0.087138</del>	<del>\$0.010270</del> <del>0.008511</del>	<del>\$0.104192</del> <del>0.095649</del>	per kWh during the calendar months of June-September
<u>Emergency Event</u>	<u>NA</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>per kWh for all kWh during a System Integrity Event during the calendar months of June - September</u>
Critical Peak-Summer <u>Economic Event</u>				the greater of either 150% of the High-Peak - Summer Energy Charge or the average Market price per kWh for a Critical Peak Event during the calendar months of June - September
Off-Peak - Winter	<del>\$0.054481</del> <del>0.051873</del>	<del>\$0.005748</del> <del>0.003690</del>	<del>\$0.060229</del> <del>0.055563</del>	per kWh during the calendar months of October-May
Mid-Peak - Winter	<del>\$0.062613</del> <del>0.058570</del>	<del>\$0.006559</del> <del>0.004211</del>	<del>\$0.069172</del> <del>0.062781</del>	per kWh during the calendar months of October-May
High-Peak - Winter	<del>\$0.066274</del> <del>0.061458</del>	<del>\$0.006649</del> <del>0.004268</del>	<del>\$0.072923</del> <del>0.065726</del>	per kWh during the calendar months of October-May
<u>Emergency Event</u>	<u>NA</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>per kWh for all kWh during a System Integrity Event during the calendar months of October - May</u>
Critical Peak-Winter <u>Economic Event</u>				the greater of either 150% of the High-Peak Winter Energy Charge or the average Market price per kWh for a Critical Peak Event during the calendar months of October - May

(Continued on Sheet No. D-76.00)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-76.00

**ENERGY INTENSIVE PRIMARY RATE EIP**

(Continued from Sheet No. D-75.00)

**Monthly Rate (Contd):**

**Power Supply Charges: (Contd)**

Charges for Customer Voltage Level 2 (CVL2)

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak - Summer	<u>\$0.046721</u> <del>0.041898</del>	<u>\$0.005212</u> <del>0.004325</del>	<u>\$0.051933</u> <del>0.046223</del>	per kWh during the calendar months of June-September
Low-Peak - Summer	<u>\$0.062488</u> <del>0.063082</del>	<u>\$0.008145</u> <del>0.006758</del>	<u>\$0.070633</u> <del>0.069840</del>	per kWh during the calendar months of June-September
Mid-Peak - Summer	<u>\$0.080362</u> <del>0.078895</del>	<u>\$0.009902</u> <del>0.008217</del>	<u>\$0.090264</u> <del>0.087112</del>	per kWh during the calendar months of June-September
High-Peak - Summer	<u>\$0.092971</u> <del>0.086324</del>	<u>\$0.010131</u> <del>0.008406</del>	<u>\$0.103102</u> <del>0.094730</del>	per kWh during the calendar months of June-September
<u>Emergency Event</u>	<u>NA</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>per kWh for all kWh during a System Integrity Event during the calendar months of June - September</u>
Critical Peak – Summer <u>Economic Event</u>				the greater of either 150% of the High-Peak-Summer Energy Charge or the average Market price per kWh for a Critical Peak Event during the calendar months of June-September
Off-Peak - Winter	<u>\$0.053931</u> <del>0.051406</del>	<u>\$0.005670</u> <del>0.003645</del>	<u>\$0.059601</u> <del>0.055051</del>	per kWh during the calendar months of October - May
Mid-Peak - Winter	<u>\$0.061981</u> <del>0.058041</del>	<u>\$0.006470</u> <del>0.004159</del>	<u>\$0.068451</u> <del>0.062200</del>	per kWh during the calendar months of October - May
High-Peak - Winter	<u>\$0.065608</u> <del>0.060906</del>	<u>\$0.006558</u> <del>0.004215</del>	<u>\$0.072166</u> <del>0.065121</del>	per kWh during the calendar months of October - May
<u>Emergency Event</u>	<u>NA</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>per kWh for all kWh during a System Integrity Event during the calendar months of October - May</u>
Critical Peak-Winter <u>Economic Event</u>				the greater of either 150% of the High-Peak Winter Energy Charge or the average Market price per kWh for a Critical Peak Event during the calendar months of October - May

Charges for Customer Voltage Level 1(CVL1)

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak-Summer	<u>\$0.046134</u> <del>0.041340</del>	<u>\$0.005134</u> <del>0.004259</del>	<u>\$0.051268</u> <del>0.045599</del>	per kWh during the calendar months of June-September
Low-Peak-Summer	<u>\$0.061695</u> <del>0.062239</del>	<u>\$0.008023</u> <del>0.006655</del>	<u>\$0.069718</u> <del>0.068894</del>	per kWh during the calendar months of June-September
Mid-Peak-Summer	<u>\$0.079346</u> <del>0.077843</del>	<u>\$0.009754</u> <del>0.008092</del>	<u>\$0.089100</u> <del>0.085935</del>	per kWh during the calendar months of June-September
High-Peak-Summer	<u>\$0.091804</u> <del>0.085179</del>	<u>\$0.009979</u> <del>0.008278</del>	<u>\$0.101783</u> <del>0.093457</del>	per kWh during the calendar months of June-September
<u>Emergency Event</u>	<u>NA</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>per kWh for all kWh during a System Integrity Event during the calendar months of June - September</u>
Critical Peak-Summer <u>Economic Event</u>				the greater of either 150% of the High-Peak-Summer Energy Charge or the average Market price per kWh for a Critical Peak Event during the calendar months of June-September
Off-Peak - Winter	<u>\$0.053255</u> <del>0.050735</del>	<u>\$0.005585</u> <del>0.003589</del>	<u>\$0.058840</u> <del>0.054324</del>	per kWh during the calendar months of October - May
Mid-Peak - Winter	<u>\$0.061205</u> <del>0.057284</del>	<u>\$0.006373</u> <del>0.004096</del>	<u>\$0.067578</u> <del>0.061380</del>	per kWh during the calendar months of October - May
High-Peak - Winter	<u>\$0.064788</u> <del>0.060112</del>	<u>\$0.006460</u> <del>0.004151</del>	<u>\$0.071248</u> <del>0.064263</del>	per kWh during the calendar months of October - May
<u>Emergency Event</u>	<u>NA</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>per kWh for all kWh during a System Integrity Event during the calendar months of October - May</u>
Critical Peak-Winter <u>Economic Event</u>				the greater of either 150% of the High-Peak Winter Energy Charge or the average Market price per kWh for

**Attachment 2**

To Settlement Agreement In Case No. U-21224  
a Critical Peak Event during the calendar months of  
October – May

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Delivery Charges:**

System Access Charge: \$200.00 per customer per month

Charges for Customer Voltage Level 3 (CVL3)

Capacity Charge: ~~\$5.16~~ ~~4.71~~ per kW of Maximum Demand

Charges for Customer Voltage Level 2 (CVL2)

Capacity Charge: ~~\$2.62~~ ~~2.48~~ per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL1)

Capacity Charge: ~~\$0.74~~ ~~0.69~~ per kW of Maximum Demand

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**(Continued on Sheet No. D-77.00)**

---

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-77.00

**ENERGY INTENSIVE PRIMARY RATE EIP**

(Continued from Sheet No. D-76.00)

**Adjustment for Power Factor:**

This rate requires a determination of the average Power Factor maintained by the customer during the billing period. Such average Power Factor shall be determined through metering of lagging Kilovar-hours and Kilowatt-hours during the billing period. The calculated ratio of lagging Kilovar-hours to Kilowatt-hours shall then be converted to the average Power Factor for the billing period by using the appropriate conversion factor. Whenever the average Power Factor during the billing period is above .899 or below .850, the customer bill shall be adjusted as follows:

- (a) If the average Power Factor during the billing period is .900 or higher, a 0.50% credit will be applied to all metered-based charges, excluding surcharges. This credit shall not in any case be used to reduce the prescribed Minimum Charge.
- (b) If the average Power Factor during the billing period is less than .850, a penalty will be applied to all metered-based charges, excluding surcharges, in accordance with the following table:

<b>Power Factor</b>	<b>Penalty</b>
0.800 to 0.849	0.50%
0.750 to 0.799	1.00%
0.700 to 0.749	2.00%
Below 0.700	3% first 2 months

- (c) A Power Factor less than 0.700 is not permitted and necessary corrective equipment must be installed by the customer. A 15% penalty will be applied to any metered-based charges, excluding surcharges, after two consecutive months below 0.700 Power Factor and will continue as long as the Power Factor remains below 0.700. Once the customer's Power Factor exceeds 0.700, it is necessary to complete two consecutive months below 0.700 before the 15% penalty applies again.

**Maximum Demand:**

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

**Substation Ownership Credit:**

Where service is supplied at a nominal voltage of more than 25,000 volts, energy is measured through an Interval Data Meter, and the customer provides all the necessary transforming, controlling and protective equipment for all the service there shall be deducted from the bill a monthly credit. For those customers, part of whose load is served through customer-owned equipment, the credit shall be based on the Maximum Demand.

The monthly substation ownership credit shall be applied as follows:

**Delivery Charges - These charges are applicable to Full Service and Retail Open Access Customers.**

Charges for Customer Voltage Level 2 (CVL 2)

Substation Ownership Credit:     \$~~(0.62 0.61)~~     per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Substation Ownership Credit:     \$~~(0.46 0.41)~~     per kW of Maximum Demand

For those customers served by more than one substation where one or more of the substations is owned by the customer, the credit will be applied to the customer's coincident Maximum Demand for those substations owned by the customer. This credit shall not operate to reduce the customer's billing below the prescribed minimum charges included in the rate. The credit shall be based on the kW after the 1% deduction or 3% addition has been applied to the metered kW.

**Self-Generation (SG):**

To be eligible for Self-Generation, a Customer with a generating installation operating in parallel with the Company's system, must meet the requirements described in Rule C 11.1., Self-Generation.

(Continued on Sheet No. D-78.00)

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-78.20

**LARGE ECONOMIC DEVELOPMENT RATE LED**  
(Continued From Sheet No. D-78.10)

**Nature of Service:**

Service under the rate shall be alternating current, 60-Hertz, three-phase Primary Voltage service. The particular nature of the voltage service provided to the customer shall be specified in a written agreement.

Where voltage is supplied at a nominal voltage of 25,000 volts or less, the customer shall furnish, install and maintain all necessary transforming, controlling and protective equipment.

Where the Company elects to measure the service at a nominal voltage above 25,000 volts, 1% shall be deducted for billing purposes, from the demand and energy measurements thus made.

Where the Company elects to measure the service at a nominal voltage of less than 2,400 volts, 3% shall be added for billing purposes, from the demand and energy measurements thus made.

Interval Data Meters are required for service under this rate. Meter reading will be accomplished electronically through telecommunication links or other electronic measuring equipment available to provide the Company with the metering data necessary for billing purposes.

Line losses shall be applied to the customer’s monthly metered production capacity, transmission capacity and energy to reflect the energy consumed in moving electric power through the Transmission system and the Company’s distribution system to the customer’s point of delivery as determined by the Company and approved by the Commission as reflected in the Monthly Rate.

**Monthly Rate:**

System Contribution Charge:                    \$0.000284    per kWh for all kWh

**Power Supply Charges:**

Production Charge:

Customer Voltage Level 1	\$4.73	per kW of On-Peak Billing Demand for all calendar months
Customer Voltage Level 2	\$4.81	per kW of On-Peak Billing Demand for all calendar months
Customer Voltage Level 3	\$4.86	per kW of On-Peak Billing Demand for all calendar months

Transmission Charge:

Customer Voltage Level 1	\$1.59	per kW of On-Peak Billing Demand for all calendar months
Customer Voltage Level 2	\$1.62	per kW of On-Peak Billing Demand for all calendar months
Customer Voltage Level 3	\$1.64	per kW of On-Peak Billing Demand for all calendar months

The monthly Transmission Charge is based on the incremental transmission charges applicable with the load served under this tariff and shall be adjusted and reconciled on an annual basis in the Company’s PSCR proceedings.

Energy Charge: For all energy supplied by the Company, the customer shall be responsible for the MISO Real-Time Locational Marginal Price (LMP) for the Company’s load node (designated as “CONS.CETR” as of the date of this Rate Schedule), multiplied by the customer’s consumption (kWh).

Line losses applied to Energy Charge

Voltage Level 1	<u>3.19</u> <del>2.90</del> %
Voltage Level 2	<u>4.39</u> <del>4.16</del> %
Voltage Level 3	<u>5.32</u> <del>4.99</del> %

(Continued on Sheet No. D-78.30)

**LARGE ECONOMIC DEVELOPMENT RATE LED**

**(Continued From Sheet No. D-78.20)**

**Delivery Charges:**

Distribution Charges:

Customer Voltage Level 1:	<del>\$0.74</del> <del>0.69</del>	per kW of Maximum Demand
Customer Voltage Level 2:	<del>\$2.62</del> <del>2.48</del>	per kW of Maximum Demand
Customer Voltage Level 3:	<del>\$5.16</del> <del>4.71</del>	per kW of Maximum Demand

The Distribution Charges for the Large Economic Development Rate are equivalent to the Distribution Charges for Large General Service Primary Demand Rate GPD. The monthly charge per kW of Maximum Demand per calendar month may be adjusted to contribute to the recovery of the annual revenue requirement associated with investments made by the Company for incremental distribution facilities required to serve the customer and specified in the contract for electric service.

**Substation Ownership Credit:**

Where service is supplied at a nominal voltage of more than 25,000 volts, energy is measured through an Interval Data Meter, and the customer provides all the necessary transforming, controlling and protective equipment for all the service there shall be deducted from the bill a monthly credit. For those customers, part of whose load is served through customer-owned equipment, the credit shall be based on the Maximum Demand.

The monthly substation ownership credit shall be applied as follows:

**Delivery Charges - These charges are applicable to Full Service Customers.**

Charges for Customer Voltage Level 2 (CVL 2)

Substation Ownership Credit: ~~\$(0.62)~~ ~~0.61~~ per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Substation Ownership Credit: ~~\$(0.46)~~ ~~0.41~~ per kW of Maximum Demand

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00. This rate is not subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Interruptible Service Provision**

The monthly credit available to the customer under this Interruptible Service Provision shall not exceed the Production Capacity Charge specified in the Large Economic Development Rate.

The Company reserves the right to limit the amount of load contracted as Interruptible Service Capacity under this rate schedule or require testing to demonstrate the customer’s ability to meet the contracted Interruptible Service Capacity.

Customers contracting for interruptible service under this rate schedule shall be required to monitor and provide real-time, Internet-enabled power monitoring. The Company will provide the metering or monitoring devices necessary, which shall be owned by the Company and provided to the customer at the Company’s expense. The customer may be required to provide suitable space for such monitoring equipment and either a static or non-static, as applicable, Internet Protocol (IP) address and Local Area Network (LAN) access that allows for Internet-based communication of the customer’s site electricity consumption and interruption event performance.

The interruptible load is subject to the MISO Load Modifying Resource requirements. Within 30 minutes of receiving an interruption notice from the Company, the customer shall reduce its total load level down to the Firm Contracted Capacity level or as required by the MISO partial curtailment request.

Any load designated as interruptible is subject to MISO requirements for Load Modifying Resources and the Company shall inform the customer of such MISO requirements. Interruption under this Interruptible Service Provision may occur if MISO declares a Maximum Generation Emergency Event that requires deployment of Load Modifying Resources in accordance with the currently effective MISO Emergency Electrical Procedure or North American Electric Reliability Corporation Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared emergency status. Participation in the Interruptible Service Provision does not limit the Company’s ability to implement emergency electrical procedures as described in the Company’s Electric Rate Book including interruption of service as required to maintain system integrity.

**(Continued on Sheet No. D-78.40)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-78.40

**LARGE ECONOMIC DEVELOPMENT RATE LED**

(Continued From Sheet No. D-78.30)

**Interruptible Service Provision: (Contd)**

Annual Power Test Requirement

Under this provision, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer's annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer's contracted capacity under this provision must be supported by an updated energy reduction plan on an annual basis.

Conditions of Interruption

Under this Interruptible Service Provision, the customer shall be interrupted at any time MISO deems it necessary to maintain system integrity. The Company shall endeavor to provide notice to the customer in advance of probable interruption by MISO. The Company shall provide the customer at least thirty minutes advance notice of a required interruption, and if possible, a second notice. Notices will be communicated by telephone to the contact numbers provided by the customer. The customer shall confirm the receipt of such notice through the automated response process. Failure to acknowledge receipt of such notice shall not relieve the customer of the obligation for interruption. The customer shall be informed, when possible, of the estimated duration of the interruption at the time of interruption.

The Company shall not be liable for any loss or damage caused by or resulting from any interruption of service under this Interruptible Service Provision.

Interruptions beyond the Company's control, described in Rules C1.1, Character of Service, and C3, Emergency Electrical Procedures, of the Company's Electric Rate Book, shall not be considered as interruptions for purposes of this Interruptible Service Provision.

Should the Company be ordered by Governmental authority during a national emergency to supply firm instead of interruptible service, billing shall reflect firm service capacity as provided under this rate schedule.

Cost of Non-Compliance with Interruption

Failure by customer to comply with an interruption order under this Interruptible Service Provision shall be considered as unauthorized use and billed at (i) the higher of the customer's pro rata share of any actual MISO penalties incurred by the Company or (ii) the rate of \$25.00 per kW for the highest 15-minute kW of Interruptible Peak Billing Demand created during the interruption period in excess of the Firm Contracted Capacity or the partial curtailment requested amount, in addition to the prescribed monthly rate.

**Maximum Demand:**

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

**On-Peak Billing Demand:**

The On-Peak Billing Demand shall be based on the highest on-peak demand created during the calendar month, but never less than 60% of the highest on-peak billing demand of the four preceding summer billing months (June through September), nor less than 35,000 kW.

The On-Peak Billing Demand shall be the Kilowatts (kW) supplied during the 15-minute period of maximum use during on-peak hours, as described in Rule C14., Provisions Governing the Application of On-Peak and Off-Peak Rates.

The Company reserves the right to make special determination of the On-Peak Billing Demand, and/or the Minimum Charge, should the equipment which creates momentary high demands be included in the customer's installation.

**~~Green Generation Programs:~~**

~~Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C10.2, Green Generation Program.~~

~~A customer who participates in the Green Generation Program is subject to the provisions contained in Rule C10.2, Green Generation Program.~~

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C10.7., Renewable Energy Credit (REC) Programs.

(Continued on Sheet No. D-78.50)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-81.00**

---

**GENERAL SERVICE SELF GENERATION RATE GSG-2**

**Availability**

Subject to any restrictions, this rate is available to any Full Service Customer with a generating installation with a combined onsite nameplate capacity greater than 550 kW, which may employ cogeneration or small power production technology. A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to take standby service under this rate and may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy, should it be determined to adversely impact economic or reliable operation of the Company's electric system. An eligible customer may elect to take service under this General Service Self Generation Rate GSG-2 or under Rule C11., Net Metering Program.

"Standby" service is defined as that electric service used in place of the customer's generation other than Company supplied firm service.

"Standby Capacity" is defined as the contracted kW capacity the Company is expected to provide to the customer on an occasional basis due to outages of the customer's generating unit(s). The Standby Capacity shall not exceed the generator's capability as designated in the interconnection agreement and as determined by the Company.

"Standby Demand" is defined as the greater of the (i) highest 15 minute kW demand the Company supplies the customer for Standby Service during the current month or (ii) highest Standby Demand from the previous 11 months. The Company shall determine the amount of monthly Standby Demand supplied to the customer based upon the total amount of power supplied to the customer, their contract Standby Capacity and generator output.

The Company shall not be required to supply standby power to the customer in excess of their contracted Standby Capacity. However, the Company may, at the written request of the customer made at least thirty days in advance, permit an increase in Standby Capacity provided the Company has facilities and generating capacity available.

Self-generation customers who require Company delivery service for any portion of the load that has been self-generated will be charged as described under the Delivery Standby Charges as shown on this Rate Schedule for the service provided and charged for any Power Supply provided by the Company as described under Power Supply Standby Charges on this Rate Schedule.

This rate is not available to Retail Open Access.

**Nature of Service**

All facilities operated in parallel with the Company's system must meet the Parallel Operation Requirements set forth in Rule C1.6 B., Parallel Operation Requirements. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter all generation equipment. No refund shall be made for any customer contribution required under this Rate Schedule.

Interval Data Meters are required on all generators. Meter reading will be accomplished electronically through telecommunication links or other electronic data methods able to provide the Company with the metering data/billing determinants necessary for billing.

Energy delivered to the Company shall be alternating current, 60-Hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

Where service is supplied at a nominal voltage of 25,000 Volts or less but equal to or greater than 2,400 Volts, the customer shall furnish, install and maintain all necessary transforming, controlling and protective equipment.

**(Continued on Sheet No. D-82.00)**

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-82.00**

**GENERAL SERVICE SELF GENERATION RATE GSG-2**

**(Continued From Sheet No. D-81.00)**

**Nature of Service (Contd)**

Where service is supplied at a nominal voltage equal to or greater than 2,400 volts and the Company elects to measure the service at a nominal voltage above 25,000 volts, 1% shall be deducted for billing purposes, from the demand and energy measurements thus made.

Where service is supplied at a nominal voltage equal to or greater than 2,400 volts and the Company elects to measure the service at a nominal voltage of less than 2,400 volts, 3% shall be added for billing purposes, to the demand and energy measurements thus made.

Where service is supplied at a nominal voltage less than 2,400 volts and the Company elects to measure the service at a nominal voltage equal to or greater than 2,400 volts, 3% shall be deducted for billing purposes from the energy measurements thus made.

There shall be no double billing of demand under the base rate and Rate GSG-2.

**Monthly Rate**

**Standby Charges**

**Power Supply Standby Charges**

For all standby energy supplied by the Company, the customer shall be responsible for the MISO Real-Time Locational Market Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule), multiplied by the customer's consumption (kWh), plus the Market Settlement Fee of \$0.002/kWh. In addition capacity charges will be assessed monthly, calculated using the highest 15 minute kW demand associated with Standby Service occurring during the Company's On-Peak billing hours will be multiplied by the highest contracted capacity purchased by the Company in that month, plus allocated transmission and ancillaries. The capacity charges will be prorated based on the number of On-Peak days that Standby Service was used during the billing month.

A customer with a generator(s) nameplate rating more than 550 kW must provide written notice to the Company by December 1 if they desire standby service in the succeeding calendar months of June through September. Written notice shall be submitted on Company Form 500. If the customer fails to meet this written notice requirement, the LMP shall be increased by applying a 10% adder.

**Real Power Losses**

Real Power Losses shall be measured based on the transmission loss factor of 2.14 ~~1.92~~% plus the associated meter point as listed below:

	Meter Point	
	High Side	Low Side
Customer Voltage Level 1	0.000%	<u>1.073</u> <del>0.999</del> %
Customer Voltage Level 2	<u>1.336</u> <del>1.324</del> %	<u>2.365</u> <del>2.338</del> %
Customer Voltage Level 3	<u>3.299</u> <del>3.175</del> %	<u>7.342</u> <del>7.605</del> %

**Delivery Standby Charges**

System Access Charge:

Generator that does not meet or exceed load:	\$100.00	per generator installation per month
Generator that meets or exceeds load:	\$200.00	per generator installation per month

Charges for Customer Voltage Level 3 (CVL 3)

Capacity Charge: \$5.16 ~~4.71~~ per kW of Maximum Demand

Charges for Customer Voltage Level 2 (CVL 2)

Capacity Charge: \$2.62 ~~2.48~~ per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Capacity Charge: \$0.74 ~~0.69~~ per kW of Maximum Demand

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**(Continued on Sheet No. D-83.00)**

**GENERAL SERVICE SELF GENERATION RATE GSG-2**  
**(Continued From Sheet No. D-82.00)**

**Monthly Rate (Contd)**

**Standby Charges (Contd)**

**Adjustment for Power Factor**

This rate requires a determination of the average Power Factor maintained by the customer during the billing period. Such average Power Factor shall be determined through metering of lagging Kilovar -hours and Kilowatt-hours during the billing period. The calculated ratio of lagging Kilovar-hours to Kilowatt-hours shall then be converted to the average Power Factor for the billing period by using the appropriate conversion factor. Whenever the average Power Factor during the billing period is above .899 or below .850, the customer bill shall be adjusted as follows:

- (a) If the average Power Factor during the billing period is .900 or higher, a 0.50% credit will be applied to all metered-based charges, excluding surcharges. This credit shall not in any case be used to reduce the prescribed Minimum Charge.
- (b) If the average Power Factor during the billing period is less than .850, a penalty will be applied to all metered-based charges, excluding surcharges, in accordance with the following table:

**Power Factor Penalty**

0.800 to 0.849	0.50%
0.750 to 0.799	1.00%
0.700 to 0.749	2.00%
Below 0.700	3% first 2 months

- (c) A Power Factor less than 0.700 is not permitted and necessary corrective equipment must be installed by the customer. A 15% penalty will be applied to any metered-based charges, excluding surcharges, after two consecutive months below 0.700 Power Factor and will continue as long as the Power Factor remains below 0.700. Once the customer's Power Factor exceeds 0.700, it is necessary to complete two consecutive months below 0.700 before the 15% penalty applies again.

**Substation Ownership Credit**

Where service is supplied at a nominal voltage of more than 25,000 volts, energy is measured through an Interval Data Meter, and the customer provides all of the necessary transforming, controlling and protective equipment for all of the service there shall be deducted from the bill a monthly credit. For those customers, part of whose load is served through customer-owned equipment, the credit shall be based on the billed Standby Demand.

The monthly credit for the substation ownership shall be applied as follows:

**Delivery Charges**

Charges for Customer Voltage Level 2 (CVL 2)

Substation Ownership Credit: \$(~~0.62~~ 0.61) per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Substation Ownership Credit: \$(~~0.46~~ 0.41) per kW of Maximum Demand

For those customers served by more than one substation where one or more of the substations is owned by the customer, the credit will be applied to the customer's coincident Maximum Demand for those substations owned by the customer. This credit shall not operate to reduce the customer's billing below the prescribed minimum charges included in the rate. The credit shall be based on the kW after the 1% deduction or 3% addition has been applied to the metered kW.

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-83.10

**GENERAL SERVICE SELF GENERATION RATE GSG-2**  
**(Continued From Sheet No. D-83.00)**

**Monthly Rate (Contd)**

**Standby Charges (Contd)**

**Transmission Interconnect Credit**

Where standby service is provided to a non-utility electric generator located within the Company's service territory and taking power through its transmission interconnect, where the Company has no owned infrastructure other than metering, including billing grade current transformers and potential transformers, telemetry facilities and associated wiring, the following monthly credit shall be applied to the bill:

**Delivery Charges**

Transmission Interconnect Credit:           \$ ~~(0.74 0.69)~~ per kW of Maximum Demand

This credit shall be based on the kW after the 1% deduction has been applied to the metered kW. The credit supersedes any applicable substation ownership credit.

**Sales of Energy to the Company**

**Administrative Cost Charge**

Generation installation with a capacity of over 550 kW but less than or equal to 2,000 kW  
As negotiated or \$0.0010 per kWh purchased, at the option of the customer

Generation installation with a capacity of over 2,000 kW  
As negotiated

**Energy Purchase:**

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule).

**Demand Response Program**

*Customers participating in the voluntary Demand Response Program help reduce peak demand when energy use is the highest. A customer specific agreement stating the customer's Contracted Capacity kW shall be completed prior to participation in the Demand Response Program. Customer eligibility to participate in this program is determined solely by the Company. The Company reserves the right to specify the term or duration of the program.*

*Under this program, the customer shall provide a documented energy reduction plan. The energy reduction plan shall serve as the representation of the customer's annual simulated power test in compliance with the Commission Order issued October 29, 2020 in Case No. U-20628. Any changes to the customer's contracted capacity under this program must be supported by an updated energy reduction plan on an annual basis.*

*Demand Response Program customers shall receive an annual Program Payment on the customer bill for the capacity amount delivered during events specified in the customer specific agreement within three billing cycles after the program season ends. Eligible customers may also receive Emergency Event Performance Payments on the customer bill under specific circumstances as outlined in the customer specific agreement. If a customer fails to deliver their total Contracted Capacity during an Emergency Event ordered by Consumers Energy, an Underperformance Penalty may be applicable. Any applicable penalties or program incentives shall be applied to the customer bill. As a condition of enrollment, Customers will be required to provide energy reduction plans that detail their load reduction procedure as specified in the agreement. Customers will be required to provide event notification contacts that support the program. The program agreement will specify the terms of the program that include program duration, number and length of events, performance calculations and program rules.*

**(Continued on Sheet No. D-84.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-84.00

---

**GENERAL SERVICE SELF GENERATION RATE GSG-2**

(Continued From Sheet No. D-83.10 ~~00~~)

**Monthly Rate (Contd)**

**General Terms**

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

**Green Generation Program**

Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C10.2, Green Generation Program.

A customer who participates in the Green Generation Program is subject to the provisions contained in Rule C10.2, Green Generation Program.

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C10.7., Renewable Energy Credits (REC) Programs.

**Minimum Charge**

The System Access Charge included in this Rate Schedule in addition to the customer's contracted Standby Capacity multiplied by the net of any Substation Ownership Credit and Delivery Capacity Charges of this Rate Schedule.

**Due Date and Late Payment Charge**

The due date of the customer bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance, net of taxes, shall be assessed to any bill which is not paid on or before the due date shown thereon.

**Term and Form of Contract**

Standby service and/or sales of energy to the Company under this rate shall require a written contract with a minimum term of one year. Service under the Demand Response Program shall require a contract.

---

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company  
(To add Rate LTILRR)

Sheet No. D-84.30

---

**LONG TERM INDUSTRIAL LOAD RETENTION RATE – LTILRR**  
(Continued From Sheet No. D-84.20)

**Power Supply Charges: (Contd)**

Excess Energy Charge:	\$ per kWh for energy used in excess of the Maximum Contracted Capacity based on the Power Supply Energy Charges per the Rate GPD Rate Schedule at the customer's applicable Customer Voltage Level, including the applicable non-transmission PSCR Factor charges
-----------------------	--

**Transmission Charges:**

Transmission Charge:	Monthly charge per billing month based on the Company's costs to acquire transmission service to serve the customer's load as specified in the customer's written agreement for electric service
----------------------	--

**Delivery Charges:**

Distribution Charges:	Monthly charge per billing month based on the dedicated distribution facilities in place to serve the customer
-----------------------	--

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and Securitization Charges shown on Sheet No. D-7.00. This rate is not subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00

**Interruptible Service Provision**

The monthly credit under this Interruptible Service Provision shall be set by the Commission and shall be equivalent to the credit provided to customers receiving an Interruptible Credit under the Large General Service Primary Demand Rate GPD, Interruptible Service Provision (GI). The monthly credit available to the customer under this Interruptible Service Provision shall not exceed the Monthly Capacity Charge specified in the customer's written agreement for electric service.

The Company reserves the right to limit the amount of load contracted as Interruptible Service Capacity under this rate schedule, but in no case shall it exceed 300,000 kW.

Customers contracting for interruptible service under this rate schedule shall be required to monitor and provide real-time, Internet-enabled power monitoring. The Company will provide the metering or monitoring devices necessary, which shall be owned by the Company and provided to the customer at the Company's expense. The customer may be required to provide suitable space for such monitoring equipment and either a static or non-static, as applicable, Internet Protocol (IP) address and Local Area Network (LAN) access that allows for Internet-based communication of the customer's site electricity consumption and interruption event performance.

The interruptible load is subject to the MISO Load Modifying Resource requirements. Within 30 minutes of receiving an interruption notice from the Company, the customer shall reduce its total load level down to the Firm Contracted Capacity level or as required by the MISO partial curtailment request.

Any load designated as interruptible is subject to MISO requirements for Load Modifying Resources and Company shall inform customer of such MISO requirements. Interruption under this Interruptible Service Provision may occur if MISO declares issues a Maximum Generation Emergency Event that requires deployment of Load Modifying Resources in accordance with the currently effective MISO Emergency Electrical Procedure Step 2b order or North American Electric Reliability Corporation Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared emergency status. Participation in the Interruptible Service Provision does not limit the Company's ability to implement emergency electrical procedures as described in the Company's Electric Rate Book including interruption of service as required to maintain system integrity.

---

(Continued on Sheet No. D-84.40)

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-85.00

**GENERAL SERVICE METERED LIGHTING RATE GML**

**Availability**

Subject to any restrictions, this rate is available to any political subdivision or agency of the State of Michigan having jurisdiction over public streets or roadways, for Primary or Secondary Voltage energy-only metered lighting service where the Company has existing distribution lines available for supplying energy for such service. Luminaires which are served under the Company's unmetered lighting rates shall not be intermixed with luminaires served under this metered lighting rate. Luminaire types in addition to those served on Rate Schedule GUL, such as light-emitting diode (LED) streetlights, may receive service under this Rate Schedule.

This rate is not available for resale purposes or for Retail Open Access Service.

**Nature of Service**

**Secondary Voltage**

Service under this rate shall be alternating current, 60-hertz, single-phase or three-phase (at the Company's option), 120/240 nominal Volt service for a minimum of ten luminaires located within a clearly defined area. Control equipment shall be furnished, owned and maintained by the Company. The customer shall furnish, install, own and maintain the rest of the equipment comprising the metered lighting system including, but not limited to, the overhead wires or underground cables between the luminaires, protective equipment, and the supply circuits extending to the point of attachment with the Company's distribution system. The Company shall connect the customer's equipment to the Company's lines and supply the energy for its operation. All of the customer's equipment shall be subject to the Company's approval. The customer shall not change the capacity requirements of the equipment owned by it without first notifying the Company in writing of such changes and the date that they shall be made.

**Dusk to Midnight Service**

Dusk to midnight service shall be the same as Secondary service except:

The customer shall pay the difference between the cost of the control equipment necessary for dusk to midnight service and control equipment normally installed for Secondary service. Circuits shall be arranged approximating minimum loads of 3 kW.

**Primary Voltage**

Service under this rate shall be alternating current, 60-hertz, single-phase or three-phase (at the Company's option), Primary Voltage service for actual kW demands of not less than 100 kW for each point of delivery and where the customer guarantees a minimum of 4,000 annual hours' use of the actual demand. The Company will determine the particular nature of the voltage in each case. The customer shall furnish, install, own and maintain all equipment comprising the metered lighting system including, but not limited to, controls, protective equipment, transformers and overhead or underground metered lighting circuits extending to the point of attachment with the Company's distribution system. The Company shall furnish, install, own and maintain the metering equipment and connect the customer's metered lighting circuit to its distribution system and supply the energy for operation of the customer's metered lighting system.

**Monthly Rate**

**Secondary Power Supply Charge**

Energy Charge:

Non-Capacity	Capacity	Total	
\$0.054182	\$0.000000	\$0.054182	per kWh for all kWh
<del>0.051846</del>		<del>0.051846</del>	

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**(Continued on Sheet No. D-86.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-86.00**

**GENERAL SERVICE METERED LIGHTING RATE GML  
(Continued From Sheet No. D-85.00)**

**Monthly Rate (Contd)**

**Secondary Delivery Charge**

System Access Charge: \$10.00 per customer per month

Distribution Charge: \$~~0.064240~~ ~~0.054795~~ per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**Primary Power Supply Charge**

Energy Charge:

Non-Capacity	Capacity	Total	
\$ <del>0.026590</del>	\$0.000000	\$ <del>0.026590</del>	per kWh for all kWh
<del>0.025444</del>		<del>0.025444</del>	

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Primary Delivery Charge**

System Access Charge: \$20.00 per customer per month

Distribution Charge: \$~~0.048956~~ ~~0.041758~~ per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**Net Metering Program**

The Net Metering Program is available to any eligible customer as described in Rule C11.2., Net Metering Program, who desires to generate a portion or all of their own retail electricity requirements using a Renewable Energy Resource as defined in Rule C11.2.B., Net Metering Program.

A customer who participates in the Net Metering Program is subject to the provisions contained in Rule C11.2., Net Metering Program.

**Green Generation Program**

Customer contracts for participation in the Green Generation Program shall be available to any eligible customer as described in Rule C10.2, Green Generation Program.

A customer who participates in the Green Generation Program is subject to the provisions contained in Rule C10.2, Green Generation Program.

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C10.7., Renewable Energy Credits (REC) Programs.

**(Continued on Sheet No. D-87.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-90.10

**GENERAL SERVICE UNMETERED LIGHTING RATE GUL**  
(Continued From Sheet No. D-90.00)

Monthly Rate (Contd)

Universal Unmetered Streetlighting Rates, effective for service rendered on and after ~~XXXXXX XX, 2023~~ **July 1, 2022:**

Company-Owned Equipment		Energy Charges			Delivery	Monthly Cost
		Non-Capacity	Capacity	Total		
15-24 W	Per Light	\$0.35 <del>0.34</del>	\$0.00	\$0.35 <del>0.34</del>	\$8.67 <del>7.73</del>	\$9.02 <del>8.07</del>
25-34 W	Per Light	\$0.53 <del>0.51</del>	\$0.00	\$0.53 <del>0.51</del>	\$9.11 <del>8.09</del>	\$9.64 <del>8.60</del>
35-44 W	Per Light	\$0.71 <del>0.68</del>	\$0.00	\$0.71 <del>0.68</del>	\$9.55 <del>8.45</del>	\$10.26 <del>9.13</del>
45-54 W	Per Light	\$0.89 <del>0.86</del>	\$0.00	\$0.89 <del>0.86</del>	\$10.00 <del>8.80</del>	\$10.89 <del>9.66</del>
55-64 W	Per Light	\$1.07 <del>1.03</del>	\$0.00	\$1.07 <del>1.03</del>	\$10.44 <del>9.16</del>	\$11.51 <del>10.19</del>
65-74 W	Per Light	\$1.25 <del>1.20</del>	\$0.00	\$1.25 <del>1.20</del>	\$10.88 <del>9.51</del>	\$12.13 <del>10.71</del>
75-84 W	Per Light	\$1.43 <del>1.38</del>	\$0.00	\$1.43 <del>1.38</del>	\$11.32 <del>9.87</del>	\$12.75 <del>11.25</del>
85-94 W	Per Light	\$1.61 <del>1.55</del>	\$0.00	\$1.61 <del>1.55</del>	\$11.76 <del>10.22</del>	\$13.37 <del>11.77</del>
95-104 W	Per Light	\$1.78 <del>1.72</del>	\$0.00	\$1.78 <del>1.72</del>	\$12.20 <del>10.58</del>	\$13.98 <del>12.30</del>
105-114 W	Per Light	\$1.96 <del>1.90</del>	\$0.00	\$1.96 <del>1.90</del>	\$12.64 <del>10.93</del>	\$14.60 <del>12.83</del>
115-124 W	Per Light	\$2.14 <del>2.07</del>	\$0.00	\$2.14 <del>2.07</del>	\$13.08 <del>11.29</del>	\$15.22 <del>13.36</del>
125-134 W	Per Light	\$2.32 <del>2.24</del>	\$0.00	\$2.32 <del>2.24</del>	\$13.53 <del>11.65</del>	\$15.85 <del>13.89</del>
135-144 W	Per Light	\$2.50 <del>2.42</del>	\$0.00	\$2.50 <del>2.42</del>	\$13.97 <del>12.00</del>	\$16.47 <del>14.42</del>
145-154 W	Per Light	\$2.68 <del>2.59</del>	\$0.00	\$2.68 <del>2.59</del>	\$14.41 <del>12.36</del>	\$17.09 <del>14.95</del>
155-164 W	Per Light	\$2.86 <del>2.76</del>	\$0.00	\$2.86 <del>2.76</del>	\$14.85 <del>12.71</del>	\$17.71 <del>15.47</del>
165-174 W	Per Light	\$3.04 <del>2.94</del>	\$0.00	\$3.04 <del>2.94</del>	\$15.29 <del>13.07</del>	\$18.33 <del>16.01</del>
175-184 W	Per Light	\$3.22 <del>3.11</del>	\$0.00	\$3.22 <del>3.11</del>	\$15.73 <del>13.42</del>	\$18.95 <del>16.53</del>
185-194 W	Per Light	\$3.40 <del>3.28</del>	\$0.00	\$3.40 <del>3.28</del>	\$16.17 <del>13.78</del>	\$19.57 <del>17.06</del>
195-204 W	Per Light	\$3.58 <del>3.46</del>	\$0.00	\$3.58 <del>3.46</del>	\$16.62 <del>14.14</del>	\$20.20 <del>17.60</del>
205-214 W	Per Light	\$3.76 <del>3.63</del>	\$0.00	\$3.76 <del>3.63</del>	\$17.06 <del>14.49</del>	\$20.82 <del>18.12</del>
215-224 W	Per Light	\$3.94 <del>3.80</del>	\$0.00	\$3.94 <del>3.80</del>	\$17.50 <del>14.85</del>	\$21.44 <del>18.65</del>
225-234 W	Per Light	\$4.12 <del>3.98</del>	\$0.00	\$4.12 <del>3.98</del>	\$17.94 <del>15.20</del>	\$22.06 <del>19.18</del>
235-244 W	Per Light	\$4.30 <del>4.15</del>	\$0.00	\$4.30 <del>4.15</del>	\$18.38 <del>15.56</del>	\$22.68 <del>19.71</del>
245-254 W	Per Light	\$4.48 <del>4.32</del>	\$0.00	\$4.48 <del>4.32</del>	\$18.82 <del>15.91</del>	\$23.30 <del>20.23</del>
255-264 W	Per Light	\$4.65 <del>4.50</del>	\$0.00	\$4.65 <del>4.50</del>	\$19.26 <del>16.27</del>	\$23.91 <del>20.77</del>
265-274 W	Per Light	\$4.83 <del>4.67</del>	\$0.00	\$4.83 <del>4.67</del>	\$19.71 <del>16.63</del>	\$24.54 <del>21.30</del>
275-284 W	Per Light	\$5.01 <del>4.84</del>	\$0.00	\$5.01 <del>4.84</del>	\$20.15 <del>16.98</del>	\$25.16 <del>21.82</del>
285-294 W	Per Light	\$5.19 <del>5.02</del>	\$0.00	\$5.19 <del>5.02</del>	\$20.59 <del>17.34</del>	\$25.78 <del>22.36</del>
295-304 W	Per Light	\$5.37 <del>5.19</del>	\$0.00	\$5.37 <del>5.19</del>	\$21.03 <del>17.69</del>	\$26.40 <del>22.88</del>
305-314 W	Per Light	\$5.55 <del>5.36</del>	\$0.00	\$5.55 <del>5.36</del>	\$21.47 <del>18.05</del>	\$27.02 <del>23.41</del>
315-324 W	Per Light	\$5.73 <del>5.54</del>	\$0.00	\$5.73 <del>5.54</del>	\$21.91 <del>18.40</del>	\$27.64 <del>23.94</del>
325-334 W	Per Light	\$5.91 <del>5.71</del>	\$0.00	\$5.91 <del>5.71</del>	\$22.35 <del>18.76</del>	\$28.26 <del>24.47</del>
335-344 W	Per Light	\$6.09 <del>5.88</del>	\$0.00	\$6.09 <del>5.88</del>	\$22.80 <del>19.12</del>	\$28.89 <del>25.00</del>
345-354 W	Per Light	\$6.27 <del>6.06</del>	\$0.00	\$6.27 <del>6.06</del>	\$23.24 <del>19.47</del>	\$29.51 <del>25.53</del>
355-364 W	Per Light	\$6.45 <del>6.23</del>	\$0.00	\$6.45 <del>6.23</del>	\$23.68 <del>19.83</del>	\$30.13 <del>26.06</del>
365-374 W	Per Light	\$6.63 <del>6.40</del>	\$0.00	\$6.63 <del>6.40</del>	\$24.12 <del>20.18</del>	\$30.75 <del>26.58</del>
375-384 W	Per Light	\$6.81 <del>6.57</del>	\$0.00	\$6.81 <del>6.57</del>	\$24.56 <del>20.54</del>	\$31.37 <del>27.11</del>
385-394 W	Per Light	\$6.99 <del>6.75</del>	\$0.00	\$6.99 <del>6.75</del>	\$25.00 <del>20.89</del>	\$31.99 <del>27.64</del>
395-404 W	Per Light	\$7.17 <del>6.92</del>	\$0.00	\$7.17 <del>6.92</del>	\$25.44 <del>21.25</del>	\$32.61 <del>28.17</del>
405-414 W	Per Light	\$7.35 <del>7.09</del>	\$0.00	\$7.35 <del>7.09</del>	\$25.89 <del>21.61</del>	\$33.24 <del>28.70</del>
415-424 W	Per Light	\$7.52 <del>7.27</del>	\$0.00	\$7.52 <del>7.27</del>	\$26.33 <del>21.96</del>	\$33.85 <del>29.23</del>
425-434 W	Per Light	\$7.70 <del>7.44</del>	\$0.00	\$7.70 <del>7.44</del>	\$26.77 <del>22.32</del>	\$34.47 <del>29.76</del>
435-444 W	Per Light	\$7.88 <del>7.61</del>	\$0.00	\$7.88 <del>7.61</del>	\$27.21 <del>22.67</del>	\$35.09 <del>30.28</del>
445-454 W	Per Light	\$8.06 <del>7.79</del>	\$0.00	\$8.06 <del>7.79</del>	\$27.65 <del>23.03</del>	\$35.71 <del>30.82</del>
455-464 W	Per Light	\$8.24 <del>7.96</del>	\$0.00	\$8.24 <del>7.96</del>	\$28.09 <del>23.38</del>	\$36.33 <del>31.34</del>
465-474 W	Per Light	\$8.42 <del>8.13</del>	\$0.00	\$8.42 <del>8.13</del>	\$28.53 <del>23.74</del>	\$36.95 <del>31.87</del>
475-484 W	Per Light	\$8.60 <del>8.31</del>	\$0.00	\$8.60 <del>8.31</del>	\$28.98 <del>24.10</del>	\$37.58 <del>32.41</del>

(Continued on Sheet No. D-90.20)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-90.20

**GENERAL SERVICE UNMETERED LIGHTING RATE GUL**  
(Continued From Sheet No. D-90.10)

Monthly Rate (Contd)

Universal Unmetered Streetlighting Rates, effective for service rendered on and after ~~XXXXXX XX, 2023~~ **July 1, 2022:**

Customer-Owned Equipment		Energy Charges			Delivery	Monthly Cost Per Light
		Non-Capacity	Capacity	Total		
15-24 W	Per Light	<del>\$0.35</del> 0.34	\$0.00	<del>\$0.35</del> 0.34	<del>\$5.67</del> 4.73	<del>\$6.02</del> 5.07
25-34 W	Per Light	<del>\$0.53</del> 0.51	\$0.00	<del>\$0.53</del> 0.51	<del>\$6.11</del> 5.09	<del>\$6.64</del> 5.60
35-44 W	Per Light	<del>\$0.71</del> 0.68	\$0.00	<del>\$0.71</del> 0.68	<del>\$6.55</del> 5.45	<del>\$7.26</del> 6.13
45-54 W	Per Light	<del>\$0.89</del> 0.86	\$0.00	<del>\$0.89</del> 0.86	<del>\$7.00</del> 5.80	<del>\$7.89</del> 6.66
55-64 W	Per Light	<del>\$1.07</del> 1.03	\$0.00	<del>\$1.07</del> 1.03	<del>\$7.44</del> 6.16	<del>\$8.51</del> 7.19
65-74 W	Per Light	<del>\$1.25</del> 1.20	\$0.00	<del>\$1.25</del> 1.20	<del>\$7.88</del> 6.51	<del>\$9.13</del> 7.71
75-84 W	Per Light	<del>\$1.43</del> 1.38	\$0.00	<del>\$1.43</del> 1.38	<del>\$8.32</del> 6.87	<del>\$9.75</del> 8.25
85-94 W	Per Light	<del>\$1.61</del> 1.55	\$0.00	<del>\$1.61</del> 1.55	<del>\$8.76</del> 7.22	<del>\$10.37</del> 8.77
95-104 W	Per Light	<del>\$1.78</del> 1.72	\$0.00	<del>\$1.78</del> 1.72	<del>\$9.20</del> 7.58	<del>\$10.98</del> 9.30
105-114 W	Per Light	<del>\$1.96</del> 1.90	\$0.00	<del>\$1.96</del> 1.90	<del>\$9.64</del> 7.93	<del>\$11.60</del> 9.83
115-124 W	Per Light	<del>\$2.14</del> 2.07	\$0.00	<del>\$2.14</del> 2.07	<del>\$10.08</del> 8.29	<del>\$12.22</del> 10.36
125-134 W	Per Light	<del>\$2.32</del> 2.24	\$0.00	<del>\$2.32</del> 2.24	<del>\$10.53</del> 8.65	<del>\$12.85</del> 10.89
135-144 W	Per Light	<del>\$2.50</del> 2.42	\$0.00	<del>\$2.50</del> 2.42	<del>\$10.97</del> 9.00	<del>\$13.47</del> 11.42
145-154 W	Per Light	<del>\$2.68</del> 2.59	\$0.00	<del>\$2.68</del> 2.59	<del>\$11.41</del> 9.36	<del>\$14.09</del> 11.95
155-164 W	Per Light	<del>\$2.86</del> 2.76	\$0.00	<del>\$2.86</del> 2.76	<del>\$11.85</del> 9.71	<del>\$14.71</del> 12.47
165-174 W	Per Light	<del>\$3.04</del> 2.94	\$0.00	<del>\$3.04</del> 2.94	<del>\$12.29</del> 10.07	<del>\$15.33</del> 13.01
175-184 W	Per Light	<del>\$3.22</del> 3.11	\$0.00	<del>\$3.22</del> 3.11	<del>\$12.73</del> 10.42	<del>\$15.95</del> 13.53
185-194 W	Per Light	<del>\$3.40</del> 3.28	\$0.00	<del>\$3.40</del> 3.28	<del>\$13.17</del> 10.78	<del>\$16.57</del> 14.06
195-204 W	Per Light	<del>\$3.58</del> 3.46	\$0.00	<del>\$3.58</del> 3.46	<del>\$13.62</del> 11.14	<del>\$17.20</del> 14.60
205-214 W	Per Light	<del>\$3.76</del> 3.63	\$0.00	<del>\$3.76</del> 3.63	<del>\$14.06</del> 11.49	<del>\$17.82</del> 15.12
215-224 W	Per Light	<del>\$3.94</del> 3.80	\$0.00	<del>\$3.94</del> 3.80	<del>\$14.50</del> 11.85	<del>\$18.44</del> 15.65
225-234 W	Per Light	<del>\$4.12</del> 3.98	\$0.00	<del>\$4.12</del> 3.98	<del>\$14.94</del> 12.20	<del>\$19.06</del> 16.18
235-244 W	Per Light	<del>\$4.30</del> 4.15	\$0.00	<del>\$4.30</del> 4.15	<del>\$15.38</del> 12.56	<del>\$19.68</del> 16.71
245-254 W	Per Light	<del>\$4.48</del> 4.32	\$0.00	<del>\$4.48</del> 4.32	<del>\$15.82</del> 12.91	<del>\$20.30</del> 17.23
255-264 W	Per Light	<del>\$4.65</del> 4.50	\$0.00	<del>\$4.65</del> 4.50	<del>\$16.26</del> 13.27	<del>\$20.91</del> 17.77
265-274 W	Per Light	<del>\$4.83</del> 4.67	\$0.00	<del>\$4.83</del> 4.67	<del>\$16.71</del> 13.63	<del>\$21.54</del> 18.30
275-284 W	Per Light	<del>\$5.01</del> 4.84	\$0.00	<del>\$5.01</del> 4.84	<del>\$17.15</del> 13.98	<del>\$22.16</del> 18.82
285-294 W	Per Light	<del>\$5.19</del> 5.02	\$0.00	<del>\$5.19</del> 5.02	<del>\$17.59</del> 14.34	<del>\$22.78</del> 19.36
295-304 W	Per Light	<del>\$5.37</del> 5.19	\$0.00	<del>\$5.37</del> 5.19	<del>\$18.03</del> 14.69	<del>\$23.40</del> 19.88
305-314 W	Per Light	<del>\$5.55</del> 5.36	\$0.00	<del>\$5.55</del> 5.36	<del>\$18.47</del> 15.05	<del>\$24.02</del> 20.41
315-324 W	Per Light	<del>\$5.73</del> 5.54	\$0.00	<del>\$5.73</del> 5.54	<del>\$18.91</del> 15.40	<del>\$24.64</del> 20.94
325-334 W	Per Light	<del>\$5.91</del> 5.71	\$0.00	<del>\$5.91</del> 5.71	<del>\$19.35</del> 15.76	<del>\$25.26</del> 21.47
335-344 W	Per Light	<del>\$6.09</del> 5.88	\$0.00	<del>\$6.09</del> 5.88	<del>\$19.80</del> 16.12	<del>\$25.89</del> 22.00
345-354 W	Per Light	<del>\$6.27</del> 6.06	\$0.00	<del>\$6.27</del> 6.06	<del>\$20.24</del> 16.47	<del>\$26.51</del> 22.53
355-364 W	Per Light	<del>\$6.45</del> 6.23	\$0.00	<del>\$6.45</del> 6.23	<del>\$20.68</del> 16.83	<del>\$27.13</del> 23.06
365-374 W	Per Light	<del>\$6.63</del> 6.40	\$0.00	<del>\$6.63</del> 6.40	<del>\$21.12</del> 17.18	<del>\$27.75</del> 23.58
375-384 W	Per Light	<del>\$6.81</del> 6.57	\$0.00	<del>\$6.81</del> 6.57	<del>\$21.56</del> 17.54	<del>\$28.37</del> 24.11
385-394 W	Per Light	<del>\$6.99</del> 6.75	\$0.00	<del>\$6.99</del> 6.75	<del>\$22.00</del> 17.89	<del>\$28.99</del> 24.64
395-404 W	Per Light	<del>\$7.17</del> 6.92	\$0.00	<del>\$7.17</del> 6.92	<del>\$22.44</del> 18.25	<del>\$29.61</del> 25.17
405-414 W	Per Light	<del>\$7.35</del> 7.09	\$0.00	<del>\$7.35</del> 7.09	<del>\$22.89</del> 18.61	<del>\$30.24</del> 25.70
415-424 W	Per Light	<del>\$7.52</del> 7.27	\$0.00	<del>\$7.52</del> 7.27	<del>\$23.33</del> 18.96	<del>\$30.85</del> 26.23
425-434 W	Per Light	<del>\$7.70</del> 7.44	\$0.00	<del>\$7.70</del> 7.44	<del>\$23.77</del> 19.32	<del>\$31.47</del> 26.76
435-444 W	Per Light	<del>\$7.88</del> 7.61	\$0.00	<del>\$7.88</del> 7.61	<del>\$24.21</del> 19.67	<del>\$32.09</del> 27.28
445-454 W	Per Light	<del>\$8.06</del> 7.79	\$0.00	<del>\$8.06</del> 7.79	<del>\$24.65</del> 20.03	<del>\$32.71</del> 27.82
455-464 W	Per Light	<del>\$8.24</del> 7.96	\$0.00	<del>\$8.24</del> 7.96	<del>\$25.09</del> 20.38	<del>\$33.33</del> 28.34
465-474 W	Per Light	<del>\$8.42</del> 8.13	\$0.00	<del>\$8.42</del> 8.13	<del>\$25.53</del> 20.74	<del>\$33.95</del> 28.87
475-484 W	Per Light	<del>\$8.60</del> 8.31	\$0.00	<del>\$8.60</del> 8.31	<del>\$25.98</del> 21.10	<del>\$34.58</del> 29.41

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

(Continued on Sheet No. D-91.00)

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-92.00

**GENERAL SERVICE UNMETERED LIGHTING RATE GUL**  
(Continued From Sheet No. D-91.00)

**Determination of Monthly Kilowatt-Hours and Burning Hours per Month Based on 4,200 Burning Hours per Year**

The monthly kilowatt-hours shall be determined by multiplying the capacity requirements in watts of the lamp(s) including ballast(s) times the monthly Burning Hours as defined below divided by 1,000.

Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
457.8	382.2	369.6	306.6	264.6	226.8	252.0	298.2	336.0	399.0	432.6	474.6	4,200

**Hours of Lighting:**

Unmetered lighting shall be burning at all times when the natural general level of illumination is lower than about 3/4 footcandle, and under normal conditions this is approximately one-half hour after sunset until approximately one-half hour before sunrise. For 24-hour service, unmetered lighting shall be burning 24 hours per day.

The Company shall replace or repair, at its own cost, unmetered lighting equipment that is out of service. *A streetlighting outage credit shall be applied to the customer's bill for out of service lighting. The credit shall include the Monthly Cost Per Light and applicable surcharges prorated for the specific timeframe of the outage, beginning on the date the outage was reported and documented and terminating on the date service is restored. The streetlighting outage credit shall be applied to the customer's bill within 90 days of restoration. Outages may be reported using the Company's Streetlighting Outage and Reporting Map (<https://streetlights.consumersenergy.com>).*

Outages caused by factors beyond the Company's reasonable control as provided for in Rules C1.1, Character of Service, and C3., Emergency Electrical Procedures, of the Company's Electric Rate Schedule are not covered by this policy. Such outages would be handled consistent with the particular circumstances and no credit would be made for such outages.

Lighting service will be supplied from dusk to dawn every night and all night on an operating schedule of approximately 4,200 hours per year.

**Term and Form of Contract:**

All service under this rate shall require a written contract with an initial term of five years or more.

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**M.P.S.C. No. 14 – Electric  
Consumers Energy Company**

**Sheet No. D-94.00**

---

**GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED  
(Continued From Sheet No. D-93.00)**

**Facilities Policy (Contd)**

**Company-Owned Option (Contd)**

- D. The Company will determine LED lighting fixtures to be offered under this rate. The list of approved fixtures is subject to modification at the sole discretion of the Company to accommodate new product development and advances in technology. Upon customer request, the Company shall provide a list of LED lighting available under this rate.
- E. For customer requested material requiring special order, an additional per luminaire per month charge may apply for procurement and material handling. The Company and the Customer shall mutually agree to the monthly charge prior to procurement and installation of the special order material.
- F. The Company shall determine all associated equipment necessary to provide service under the Company-Owned Unmetered LED Lighting option.
- G. Any charges, deposits or contributions may be required in advance of commencement of construction.
- H. At the Company's discretion, any fixture may be converted to LED at no cost to the customer. The replaced fixture will be moved to General Unmetered Light Emitting Diode Lighting Rate GU-LED upon completion of the installation and reconciliation of the community's streetlighting inventory for billing accuracy.

**Customer-Owned Option**

If it is necessary for the Company to install distribution facilities to serve a customer-owned system, contributions and/or deposits for such additional facilities shall be calculated in accordance with the Company's general service line extension policy. Any charges, deposits or contributions may be required in advance of commencement of construction.

**Monthly Rate**

**Company-Owned Conversion Credit:**

A conversion credit may be available to Customers who converted to LED municipal streetlighting.

Customers who converted to LED streetlighting before April 1, 2018 are eligible for the following Conversion Credit per billing month beginning with the January 2021 billing month through the December 2028 billing month:

Fixture Credit per Luminaire:     \$~~(6.04~~ 4.96)     per month

---

**(Continued on Sheet No. D-94.10)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-94.20

**GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED**

(Continued From Sheet No. D-94.10)

Monthly Rate (Contd)

Universal Unmetered Streetlighting Rates, effective for service rendered on and after ~~XXXXXX XX, 2023~~ **July 1, 2022:**

Company-Owned Equipment		Energy Charges			Delivery	Monthly Cost
		Non-Capacity	Capacity	Total		
15-24 W	Per Light	\$0.35 <del>0.34</del>	\$0.00	\$0.35 <del>0.34</del>	\$8.67 <del>7.73</del>	\$9.02 <del>8.07</del>
25-34 W	Per Light	\$0.53 <del>0.51</del>	\$0.00	\$0.53 <del>0.51</del>	\$9.11 <del>8.09</del>	\$9.64 <del>8.60</del>
35-44 W	Per Light	\$0.71 <del>0.68</del>	\$0.00	\$0.71 <del>0.68</del>	\$9.55 <del>8.45</del>	\$10.26 <del>9.13</del>
45-54 W	Per Light	\$0.89 <del>0.86</del>	\$0.00	\$0.89 <del>0.86</del>	\$10.00 <del>8.80</del>	\$10.89 <del>9.66</del>
55-64 W	Per Light	\$1.07 <del>1.03</del>	\$0.00	\$1.07 <del>1.03</del>	\$10.44 <del>9.16</del>	\$11.51 <del>10.19</del>
65-74 W	Per Light	\$1.25 <del>1.20</del>	\$0.00	\$1.25 <del>1.20</del>	\$10.88 <del>9.51</del>	\$12.13 <del>10.71</del>
75-84 W	Per Light	\$1.43 <del>1.38</del>	\$0.00	\$1.43 <del>1.38</del>	\$11.32 <del>9.87</del>	\$12.75 <del>11.25</del>
85-94 W	Per Light	\$1.61 <del>1.55</del>	\$0.00	\$1.61 <del>1.55</del>	\$11.76 <del>10.22</del>	\$13.37 <del>11.77</del>
95-104 W	Per Light	\$1.78 <del>1.72</del>	\$0.00	\$1.78 <del>1.72</del>	\$12.20 <del>10.58</del>	\$13.98 <del>12.30</del>
105-114 W	Per Light	\$1.96 <del>1.90</del>	\$0.00	\$1.96 <del>1.90</del>	\$12.64 <del>10.93</del>	\$14.60 <del>12.83</del>
115-124 W	Per Light	\$2.14 <del>2.07</del>	\$0.00	\$2.14 <del>2.07</del>	\$13.08 <del>11.29</del>	\$15.22 <del>13.36</del>
125-134 W	Per Light	\$2.32 <del>2.24</del>	\$0.00	\$2.32 <del>2.24</del>	\$13.53 <del>11.65</del>	\$15.85 <del>13.89</del>
135-144 W	Per Light	\$2.50 <del>2.42</del>	\$0.00	\$2.50 <del>2.42</del>	\$13.97 <del>12.00</del>	\$16.47 <del>14.42</del>
145-154 W	Per Light	\$2.68 <del>2.59</del>	\$0.00	\$2.68 <del>2.59</del>	\$14.41 <del>12.36</del>	\$17.09 <del>14.95</del>
155-164 W	Per Light	\$2.86 <del>2.76</del>	\$0.00	\$2.86 <del>2.76</del>	\$14.85 <del>12.71</del>	\$17.71 <del>15.47</del>
165-174 W	Per Light	\$3.04 <del>2.94</del>	\$0.00	\$3.04 <del>2.94</del>	\$15.29 <del>13.07</del>	\$18.33 <del>16.01</del>
175-184 W	Per Light	\$3.22 <del>3.11</del>	\$0.00	\$3.22 <del>3.11</del>	\$15.73 <del>13.42</del>	\$18.95 <del>16.53</del>
185-194 W	Per Light	\$3.40 <del>3.28</del>	\$0.00	\$3.40 <del>3.28</del>	\$16.17 <del>13.78</del>	\$19.57 <del>17.06</del>
195-204 W	Per Light	\$3.58 <del>3.46</del>	\$0.00	\$3.58 <del>3.46</del>	\$16.62 <del>14.14</del>	\$20.20 <del>17.60</del>
205-214 W	Per Light	\$3.76 <del>3.63</del>	\$0.00	\$3.76 <del>3.63</del>	\$17.06 <del>14.49</del>	\$20.82 <del>18.12</del>
215-224 W	Per Light	\$3.94 <del>3.80</del>	\$0.00	\$3.94 <del>3.80</del>	\$17.50 <del>14.85</del>	\$21.44 <del>18.65</del>
225-234 W	Per Light	\$4.12 <del>3.98</del>	\$0.00	\$4.12 <del>3.98</del>	\$17.94 <del>15.20</del>	\$22.06 <del>19.18</del>
235-244 W	Per Light	\$4.30 <del>4.15</del>	\$0.00	\$4.30 <del>4.15</del>	\$18.38 <del>15.56</del>	\$22.68 <del>19.71</del>
245-254 W	Per Light	\$4.48 <del>4.32</del>	\$0.00	\$4.48 <del>4.32</del>	\$18.82 <del>15.91</del>	\$23.30 <del>20.23</del>
255-264 W	Per Light	\$4.65 <del>4.50</del>	\$0.00	\$4.65 <del>4.50</del>	\$19.26 <del>16.27</del>	\$23.91 <del>20.77</del>
265-274 W	Per Light	\$4.83 <del>4.67</del>	\$0.00	\$4.83 <del>4.67</del>	\$19.71 <del>16.63</del>	\$24.54 <del>21.30</del>
275-284 W	Per Light	\$5.01 <del>4.84</del>	\$0.00	\$5.01 <del>4.84</del>	\$20.15 <del>16.98</del>	\$25.16 <del>21.82</del>
285-294 W	Per Light	\$5.19 <del>5.02</del>	\$0.00	\$5.19 <del>5.02</del>	\$20.59 <del>17.34</del>	\$25.78 <del>22.36</del>
295-304 W	Per Light	\$5.37 <del>5.19</del>	\$0.00	\$5.37 <del>5.19</del>	\$21.03 <del>17.69</del>	\$26.40 <del>22.88</del>
305-314 W	Per Light	\$5.55 <del>5.36</del>	\$0.00	\$5.55 <del>5.36</del>	\$21.47 <del>18.05</del>	\$27.02 <del>23.41</del>
315-324 W	Per Light	\$5.73 <del>5.54</del>	\$0.00	\$5.73 <del>5.54</del>	\$21.91 <del>18.40</del>	\$27.64 <del>23.94</del>
325-334 W	Per Light	\$5.91 <del>5.71</del>	\$0.00	\$5.91 <del>5.71</del>	\$22.35 <del>18.76</del>	\$28.26 <del>24.47</del>
335-344 W	Per Light	\$6.09 <del>5.88</del>	\$0.00	\$6.09 <del>5.88</del>	\$22.80 <del>19.12</del>	\$28.89 <del>25.00</del>
345-354 W	Per Light	\$6.27 <del>6.06</del>	\$0.00	\$6.27 <del>6.06</del>	\$23.24 <del>19.47</del>	\$29.51 <del>25.53</del>
355-364 W	Per Light	\$6.45 <del>6.23</del>	\$0.00	\$6.45 <del>6.23</del>	\$23.68 <del>19.83</del>	\$30.13 <del>26.06</del>
365-374 W	Per Light	\$6.63 <del>6.40</del>	\$0.00	\$6.63 <del>6.40</del>	\$24.12 <del>20.18</del>	\$30.75 <del>26.58</del>
375-384 W	Per Light	\$6.81 <del>6.57</del>	\$0.00	\$6.81 <del>6.57</del>	\$24.56 <del>20.54</del>	\$31.37 <del>27.11</del>
385-394 W	Per Light	\$6.99 <del>6.75</del>	\$0.00	\$6.99 <del>6.75</del>	\$25.00 <del>20.89</del>	\$31.99 <del>27.64</del>
395-404 W	Per Light	\$7.17 <del>6.92</del>	\$0.00	\$7.17 <del>6.92</del>	\$25.44 <del>21.25</del>	\$32.61 <del>28.17</del>
405-414 W	Per Light	\$7.35 <del>7.09</del>	\$0.00	\$7.35 <del>7.09</del>	\$25.89 <del>21.61</del>	\$33.24 <del>28.70</del>
415-424 W	Per Light	\$7.52 <del>7.27</del>	\$0.00	\$7.52 <del>7.27</del>	\$26.33 <del>21.96</del>	\$33.85 <del>29.23</del>
425-434 W	Per Light	\$7.70 <del>7.44</del>	\$0.00	\$7.70 <del>7.44</del>	\$26.77 <del>22.32</del>	\$34.47 <del>29.76</del>
435-444 W	Per Light	\$7.88 <del>7.61</del>	\$0.00	\$7.88 <del>7.61</del>	\$27.21 <del>22.67</del>	\$35.09 <del>30.28</del>
445-454 W	Per Light	\$8.06 <del>7.79</del>	\$0.00	\$8.06 <del>7.79</del>	\$27.65 <del>23.03</del>	\$35.71 <del>30.82</del>
455-464 W	Per Light	\$8.24 <del>7.96</del>	\$0.00	\$8.24 <del>7.96</del>	\$28.09 <del>23.38</del>	\$36.33 <del>31.34</del>
465-474 W	Per Light	\$8.42 <del>8.13</del>	\$0.00	\$8.42 <del>8.13</del>	\$28.53 <del>23.74</del>	\$36.95 <del>31.87</del>
475-484 W	Per Light	\$8.60 <del>8.31</del>	\$0.00	\$8.60 <del>8.31</del>	\$28.98 <del>24.10</del>	\$37.58 <del>32.41</del>

(Continued on Sheet No. D-94.30)

**Attachment 2**

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-94.30

**GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED**  
(Continued From Sheet No. D-94.20)

Monthly Rate (Contd)

Universal Unmetered Streetlighting Rates, effective for service rendered on and after ~~XXXXXX XX, 2023~~ **July 1, 2022:**

Customer-Owned Equipment		Energy Charges			Delivery	Monthly Cost Per Light
		Non-Capacity	Capacity	Total		
15-24 W	Per Light	<del>\$0.35</del> 0.34	\$0.00	<del>\$0.35</del> 0.34	<del>\$5.67</del> 4.73	<del>\$6.02</del> 5.07
25-34 W	Per Light	<del>\$0.53</del> 0.51	\$0.00	<del>\$0.53</del> 0.51	<del>\$6.11</del> 5.09	<del>\$6.64</del> 5.60
35-44 W	Per Light	<del>\$0.71</del> 0.68	\$0.00	<del>\$0.71</del> 0.68	<del>\$6.55</del> 5.45	<del>\$7.26</del> 6.13
45-54 W	Per Light	<del>\$0.89</del> 0.86	\$0.00	<del>\$0.89</del> 0.86	<del>\$7.00</del> 5.80	<del>\$7.89</del> 6.66
55-64 W	Per Light	<del>\$1.07</del> 1.03	\$0.00	<del>\$1.07</del> 1.03	<del>\$7.44</del> 6.16	<del>\$8.51</del> 7.19
65-74 W	Per Light	<del>\$1.25</del> 1.20	\$0.00	<del>\$1.25</del> 1.20	<del>\$7.88</del> 6.51	<del>\$9.13</del> 7.71
75-84 W	Per Light	<del>\$1.43</del> 1.38	\$0.00	<del>\$1.43</del> 1.38	<del>\$8.32</del> 6.87	<del>\$9.75</del> 8.25
85-94 W	Per Light	<del>\$1.61</del> 1.55	\$0.00	<del>\$1.61</del> 1.55	<del>\$8.76</del> 7.22	<del>\$10.37</del> 8.77
95-104 W	Per Light	<del>\$1.78</del> 1.72	\$0.00	<del>\$1.78</del> 1.72	<del>\$9.20</del> 7.58	<del>\$10.98</del> 9.30
105-114 W	Per Light	<del>\$1.96</del> 1.90	\$0.00	<del>\$1.96</del> 1.90	<del>\$9.64</del> 7.93	<del>\$11.60</del> 9.83
115-124 W	Per Light	<del>\$2.14</del> 2.07	\$0.00	<del>\$2.14</del> 2.07	<del>\$10.08</del> 8.29	<del>\$12.22</del> 10.36
125-134 W	Per Light	<del>\$2.32</del> 2.24	\$0.00	<del>\$2.32</del> 2.24	<del>\$10.53</del> 8.65	<del>\$12.85</del> 10.89
135-144 W	Per Light	<del>\$2.50</del> 2.42	\$0.00	<del>\$2.50</del> 2.42	<del>\$10.97</del> 9.00	<del>\$13.47</del> 11.42
145-154 W	Per Light	<del>\$2.68</del> 2.59	\$0.00	<del>\$2.68</del> 2.59	<del>\$11.41</del> 9.36	<del>\$14.09</del> 11.95
155-164 W	Per Light	<del>\$2.86</del> 2.76	\$0.00	<del>\$2.86</del> 2.76	<del>\$11.85</del> 9.71	<del>\$14.71</del> 12.47
165-174 W	Per Light	<del>\$3.04</del> 2.94	\$0.00	<del>\$3.04</del> 2.94	<del>\$12.29</del> 10.07	<del>\$15.33</del> 13.01
175-184 W	Per Light	<del>\$3.22</del> 3.11	\$0.00	<del>\$3.22</del> 3.11	<del>\$12.73</del> 10.42	<del>\$15.95</del> 13.53
185-194 W	Per Light	<del>\$3.40</del> 3.28	\$0.00	<del>\$3.40</del> 3.28	<del>\$13.17</del> 10.78	<del>\$16.57</del> 14.06
195-204 W	Per Light	<del>\$3.58</del> 3.46	\$0.00	<del>\$3.58</del> 3.46	<del>\$13.62</del> 11.14	<del>\$17.20</del> 14.60
205-214 W	Per Light	<del>\$3.76</del> 3.63	\$0.00	<del>\$3.76</del> 3.63	<del>\$14.06</del> 11.49	<del>\$17.82</del> 15.12
215-224 W	Per Light	<del>\$3.94</del> 3.80	\$0.00	<del>\$3.94</del> 3.80	<del>\$14.50</del> 11.85	<del>\$18.44</del> 15.65
225-234 W	Per Light	<del>\$4.12</del> 3.98	\$0.00	<del>\$4.12</del> 3.98	<del>\$14.94</del> 12.20	<del>\$19.06</del> 16.18
235-244 W	Per Light	<del>\$4.30</del> 4.15	\$0.00	<del>\$4.30</del> 4.15	<del>\$15.38</del> 12.56	<del>\$19.68</del> 16.71
245-254 W	Per Light	<del>\$4.48</del> 4.32	\$0.00	<del>\$4.48</del> 4.32	<del>\$15.82</del> 12.91	<del>\$20.30</del> 17.23
255-264 W	Per Light	<del>\$4.65</del> 4.50	\$0.00	<del>\$4.65</del> 4.50	<del>\$16.26</del> 13.27	<del>\$20.91</del> 17.77
265-274 W	Per Light	<del>\$4.83</del> 4.67	\$0.00	<del>\$4.83</del> 4.67	<del>\$16.71</del> 13.63	<del>\$21.54</del> 18.30
275-284 W	Per Light	<del>\$5.01</del> 4.84	\$0.00	<del>\$5.01</del> 4.84	<del>\$17.15</del> 13.98	<del>\$22.16</del> 18.82
285-294 W	Per Light	<del>\$5.19</del> 5.02	\$0.00	<del>\$5.19</del> 5.02	<del>\$17.59</del> 14.34	<del>\$22.78</del> 19.36
295-304 W	Per Light	<del>\$5.37</del> 5.19	\$0.00	<del>\$5.37</del> 5.19	<del>\$18.03</del> 14.69	<del>\$23.40</del> 19.88
305-314 W	Per Light	<del>\$5.55</del> 5.36	\$0.00	<del>\$5.55</del> 5.36	<del>\$18.47</del> 15.05	<del>\$24.02</del> 20.41
315-324 W	Per Light	<del>\$5.73</del> 5.54	\$0.00	<del>\$5.73</del> 5.54	<del>\$18.91</del> 15.40	<del>\$24.64</del> 20.94
325-334 W	Per Light	<del>\$5.91</del> 5.71	\$0.00	<del>\$5.91</del> 5.71	<del>\$19.35</del> 15.76	<del>\$25.26</del> 21.47
335-344 W	Per Light	<del>\$6.09</del> 5.88	\$0.00	<del>\$6.09</del> 5.88	<del>\$19.80</del> 16.12	<del>\$25.89</del> 22.00
345-354 W	Per Light	<del>\$6.27</del> 6.06	\$0.00	<del>\$6.27</del> 6.06	<del>\$20.24</del> 16.47	<del>\$26.51</del> 22.53
355-364 W	Per Light	<del>\$6.45</del> 6.23	\$0.00	<del>\$6.45</del> 6.23	<del>\$20.68</del> 16.83	<del>\$27.13</del> 23.06
365-374 W	Per Light	<del>\$6.63</del> 6.40	\$0.00	<del>\$6.63</del> 6.40	<del>\$21.12</del> 17.18	<del>\$27.75</del> 23.58
375-384 W	Per Light	<del>\$6.81</del> 6.57	\$0.00	<del>\$6.81</del> 6.57	<del>\$21.56</del> 17.54	<del>\$28.37</del> 24.11
385-394 W	Per Light	<del>\$6.99</del> 6.75	\$0.00	<del>\$6.99</del> 6.75	<del>\$22.00</del> 17.89	<del>\$28.99</del> 24.64
395-404 W	Per Light	<del>\$7.17</del> 6.92	\$0.00	<del>\$7.17</del> 6.92	<del>\$22.44</del> 18.25	<del>\$29.61</del> 25.17
405-414 W	Per Light	<del>\$7.35</del> 7.09	\$0.00	<del>\$7.35</del> 7.09	<del>\$22.89</del> 18.61	<del>\$30.24</del> 25.70
415-424 W	Per Light	<del>\$7.52</del> 7.27	\$0.00	<del>\$7.52</del> 7.27	<del>\$23.33</del> 18.96	<del>\$30.85</del> 26.23
425-434 W	Per Light	<del>\$7.70</del> 7.44	\$0.00	<del>\$7.70</del> 7.44	<del>\$23.77</del> 19.32	<del>\$31.47</del> 26.76
435-444 W	Per Light	<del>\$7.88</del> 7.61	\$0.00	<del>\$7.88</del> 7.61	<del>\$24.21</del> 19.67	<del>\$32.09</del> 27.28
445-454 W	Per Light	<del>\$8.06</del> 7.79	\$0.00	<del>\$8.06</del> 7.79	<del>\$24.65</del> 20.03	<del>\$32.71</del> 27.82
455-464 W	Per Light	<del>\$8.24</del> 7.96	\$0.00	<del>\$8.24</del> 7.96	<del>\$25.09</del> 20.38	<del>\$33.33</del> 28.34
465-474 W	Per Light	<del>\$8.42</del> 8.13	\$0.00	<del>\$8.42</del> 8.13	<del>\$25.53</del> 20.74	<del>\$33.95</del> 28.87
475-484 W	Per Light	<del>\$8.60</del> 8.31	\$0.00	<del>\$8.60</del> 8.31	<del>\$25.98</del> 21.10	<del>\$34.58</del> 29.41

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

(Continued on Sheet No. D-95.00)

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. D-95.00

---

**GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED**  
(Continued From Sheet No. D-94.30)

**General Terms**

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

**Due Date and Late Payment Charge**

The due date of the customer bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance, net of taxes, shall be assessed to any bill which is not paid on or before the due date shown thereon.

**Determination of Monthly Kilowatt-Hours and Burning Hours per Month Based on 4,200 Burning Hours per Year**

The monthly kilowatt-hours shall be determined by multiplying the total capacity requirements in watts (including the lamps, ballasts, drivers, and control devices) times the monthly Burning Hours as defined below divided by 1,000. The customer shall not change the capacity requirements of the equipment owned by it without first notifying the Company in writing of such changes and the date that they shall be made, and modifying the lighting contract with the Company accordingly.

Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
457.8	382.2	369.6	306.6	264.6	226.8	252.0	298.2	336.0	399.0	432.6	474.6	4,200

**Hours of Lighting:**

Unmetered LED Lighting shall be burning at all times when the natural general level of illumination is lower than about 3/4 footcandle, and under normal conditions this is approximately one-half hour after sunset until approximately one-half hour before sunrise. Lighting service will be supplied from dusk to dawn every night and all night on an operating schedule of approximately 4,200 hours per year.

**Maintenance of Lighting:**

The Company shall replace or repair, at its own cost, Company-Owned Unmetered LED Lighting equipment that is out of service. *A streetlighting outage credit shall be applied to the customer's bill for out of service lighting. The credit shall include the Monthly Cost Per Light and applicable surcharges prorated for the specific timeframe of the outage, beginning on the date the outage was reported and documented and terminating on the date service is restored. The streetlighting outage credit shall be applied to the customer's bill within 90 days of restoration. Outages may be reported using the Company's Streetlighting Outage and Reporting Map (<https://streetlights.consumersenergy.com>).*

Outages caused by factors beyond the Company's reasonable control as provided for in Rules C1.1, Character of Service, and C3., Emergency Electrical Procedures, of the Company's Electric Rate Schedule are not covered by this policy. Such outages would be handled consistent with the particular circumstances and no credit would be made for such outages.

**Renewable Energy Credit (REC) Programs:**

These programs provide customers with the opportunity to subscribe to the environmental attribute of renewable energy by offering customers the ability to utilize renewable energy credits to match up to 100% of their total annual energy.

A customer that participates in one of the Renewable Energy Credit (REC) Programs is subject to the provisions contained in Rule C10.7., Renewable Energy Credits (REC) Programs.

**Term and Form of Contract:**

All service under this rate shall require a written contract with an initial term of five years or more.

---

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**GENERAL SERVICE UNMETERED RATE GU**

**Availability:**

Subject to any restrictions, this rate is available to the US Government, any political subdivision or agency of the State of Michigan, and any public or private school district for filament and/or gaseous discharge lamp installations maintained for traffic regulation or guidance, as distinguished from street illumination and police signal systems. Lighting for traffic regulation may use experimental lighting technology including light-emitting diode (LED). This rate is also available to Community Antenna Television Service Companies (CATV), Wireless Access Companies or Security Camera Companies for unmetered Power Supply Units. Where the Company's total investment to serve an individual location exceeds three times the annual revenue to be derived from such location, a contribution to the Company shall be required for the excess.

This rate is not available for resale purposes, new roadway lighting or for Retail Open Access Service.

**Nature of Service:**

Customer furnishes and installs all fixtures, lamps, ballasts, controls, amplifiers and other equipment, including wiring to point of connection with Company's overhead or underground system, as directed by the Company. Company furnishes and installs, where required for center suspended overhead traffic light signals, messenger cable and supporting wood poles and also makes final connections to its lines. If, in the Company's opinion, the installation of wood poles for traffic lights is not practical, the customer shall furnish, install and maintain suitable supports other than wood poles. The customer shall maintain the equipment, including lamp renewals, and the Company shall supply the energy for the operation of the equipment. Conversion and/or relocation costs of existing facilities shall be paid for by the customer except when initiated by the Company.

The capacity requirements of the lamp(s), associated ballast(s) and control equipment for each luminaire shall be determined by the Company from the specifications furnished by the manufacturers of such equipment, provided that the Company shall have the right to test such capacity requirements from time to time. In the event that said tests shall show capacity requirements different from those indicated by the manufacturers' specifications, the capacity requirements shown by said tests shall control. The customer shall not change the capacity requirements of the equipment owned by it without first notifying the Company in writing of such changes and the date that they shall be made.

**Monthly Rate:**

**Power Supply Charges:**

Energy Charge:

Non-Capacity	Capacity	Total	
<u>\$0.063654</u>	<u>\$0.013565</u>	<u>\$0.077219</u>	per kWh for all kWh
<del>0.054118</del>	<del>0.019589</del>	<del>0.073707</del>	

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-6.00.

**Delivery Charges:**

System Access Charge: \$2.00 per customer per month

Distribution Charge: \$0.022612 ~~0.021864~~ per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00.

**(Continued on Sheet No. D-97.00)**

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. E-22.00

**RETAIL OPEN ACCESS RESIDENTIAL SECONDARY RATE ROA-R**  
(Continued From Sheet No. E-21.00)

**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 ~~7.605%~~ 7.342% 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, General Terms, Minimum Charge and Due Date and Late Payment Charge:**

The System Access Charge, Distribution Charge, 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.

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-5.00 and the Power Plant Securitization Charges shown on Sheet No. D-7.00. Customers taking ROA service on December 6, 2013 are excluded from the Power Plant Securitization Charges. This exclusion does not apply to customers first taking ROA service after December 6, 2013 or to customers taking service on December 6, 2013 who discontinue taking ROA service any time after December 6, 2013. Customers who discontinue taking ROA service any time after December 6, 2013 and who return to ROA service shall pay the Power Plant Securitization Charges applicable to the customer's otherwise applicable Company Full Service Rate Schedule.

**State Reliability Mechanism for ROA:**

Beginning June 1, 2018 all ROA customers may be subject to a State Reliability Mechanism Capacity Charge. This charge shall not apply to ROA customers for any planning year in which their Alternative Electric Supplier can demonstrate to the Commission that it can meet its capacity obligations by the seventh business day of February each year starting in 2018.

If a capacity charge is required to be paid in the planning year beginning June 1, 2018, or any of the three subsequent planning years, due to the Alternative Electric Supplier not meeting its capacity obligations, then the capacity charge is applicable for each of those planning years. Any capacity charged required to be paid any time after the first initial four-year period shall be applicable for a single year. The planning year is defined as being June 1 through the following May 31 of each year. The capacity charge paid by ROA customers will be the same amount as a Full Service Customer on the otherwise applicable Rate Schedule. Non-capacity charges shall not apply.

**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.

Attachment 2

To Settlement Agreement In Case No. U-21224

M.P.S.C. No. 14 – Electric  
Consumers Energy Company

Sheet No. E-24.00

---

**RETAIL OPEN ACCESS SECONDARY RATE ROA-S**  
(Continued From Sheet No. E-23.00)

**Metering Requirements:**

The ROA Customer with a Maximum Demand of less than 20 kW shall be separately metered by a Wireless Under Glass Meter or 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 a Wireless Under Glass Meter or 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 ~~7.605%~~ 7.342% 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-25.00)**

**Attachment 2**

To Settlement Agreement In Case No. U-21224

**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 C4.4, 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. 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 a Wireless Under Glass Meter or 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%	<u>1.073</u> <del>0.999</del> %
Customer Voltage Level 2	<u>1.336</u> <del>1.324</del> %	<u>2.365</u> <del>2.338</del> %
Customer Voltage Level 3	<u>3.299</u> <del>3.175</del> %	<u>7.342</u> <del>7.605</del> %

**(Continued on Sheet No. E-27.00)**

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of )  
**CONSUMERS ENERGY COMPANY** )  
for authority to increase its rates for )  
the generation and distribution of )  
electricity and for other relief. )  
\_\_\_\_\_ )

Case No. U-21224

**PROOF OF SERVICE**

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF JACKSON )

Melissa K. Harris, being first duly sworn, deposes and says that she is employed in the Legal Department of Consumers Energy Company; that on December 22, 2022, she served an electronic copy of the **Settlement Agreement**, pursuant to the Protective Order in this case, upon the persons listed in Attachment 1 hereto, at the e-mail addresses listed therein.



\_\_\_\_\_  
Melissa K. Harris

Subscribed and sworn to before me this 22<sup>nd</sup> day of December, 2022.



\_\_\_\_\_  
Jennifer Joy Yocum, Notary Public  
State of Michigan, County of Jackson  
My Commission Expires: 12/17/24  
Acting in the County of Jackson

**ATTACHMENT 1 TO CASE NO. U-21224**

Party	Mailing Address	Email Address
<b>Please serve all documents on <a href="mailto:mpsc filings@cmsenergy.com">mpsc filings@cmsenergy.com</a> as well as the attorneys appearing in this case.</b>		
<b>Administrative Law Judge (Discovery - POS Only)</b>		
Hon. Sally L. Wallace	Michigan Public Service Commission Administrative Law Judge 7109 West Saginaw Highway Post Office Box 30221 Lansing, MI 48909	wallaces2@michigan.gov
<b>*Counsel for the Michigan Public Service Commission Staff</b>		
Daniel Sonneveldt, Esq. Michael Orris, Esq. Amit T. Singh, Esq. Nicholas Q. Taylor, Esq.	Assistant Attorneys General Public Service Division 7109 West Saginaw Highway Post Office Box 30221 Lansing, MI 48909	sonneveldtd@michigan.gov orrism@michigan.gov singha9@michigan.gov taylorn10@michigan.gov
<b>*Counsel for Attorney General Dana Nessel</b>		
Celeste R. Gill, Esq.	Assistant Attorney General ENRA Division 525 West Ottawa Street 6th Floor Williams Building Post Office Box 30755 Lansing, MI 48909	gillc1@michigan.gov AG-ENRA-Spec-Lit@michigan.gov
<b>*Consultants for Attorney General Dana Nessel</b>		
Michael Deupree, Research Associate Tyler French Andrea Attipoe	Acadian Consulting Group, LLC 5800 One Perkins Place Dr. Suite 5-F Baton Rouge, LA 70808	michaeldeupree@acadianconsulting.com tylerfrench@acadianconsulting.com andreaattipoe@acadianconsulting.com
Sebastian Coppola President	Corporate Analytics, Inc. 5928 Southgate Road Rochester, MI 48306	sebcoppola@corplytics.com
<b>Michigan Public Service Commission Staff</b>		
Mike Byrne Bill Stosik Paul Proudfoot Bob Nichols *Lori Mayabb Julie Baldwin	Michigan Public Service Commission 7109 West Saginaw Highway Post Office Box 30221 Lansing, MI 48909	byrnem@michigan.gov stosikb@michigan.gov proudfootp@michigan.gov nicholsb1@michigan.gov mayabbl@michigan.gov baldwinj2@michigan.gov
<b>Counsel for Hemlock Semiconductor Corporation</b>		
Jennifer Utter Heston, Esq. Angela R. Babbitt	Fraser Trebilcock Davis & Dunlap, P.C. 124 West Allegan, Suite 1000 Lansing, MI 48933	jheston@fraserlawfirm.com ababbitt@fraserlawfirm.com

\* Receives Confidential Materials

**ATTACHMENT 1 TO CASE NO. U-21224**

<b>Counsel for Energy Michigan, Inc., The Foundry Association, Michigan Energy Innovation Business Council, Institute for Energy Innovation, and ChargePoint, Inc.</b>		
*Timothy J. Lundgren, Esq. *Laura A. Chappelle, Esq. *Justin K. Ooms, Esq. Summer Dukes	Potomac Law Group 120 N. Washington Square, Suite 300 Lansing, MI 48933	tlundgren@potomaclaw.com lchappelle@potomaclaw.com jooms@potomaclaw.com sdukes@potomaclaw.com
<b>Counsel for The Kroger Company</b>		
*Kurt J. Boehm, Esq. Jody Kyler Cohn, Esq.	Boehm, Kurtz & Lowry 36 East Seventh Street, Suite 1510 Cincinnati, Ohio 42502	KBoehm@BKLLawfirm.com JKylerCohn@BKLLawfirm.com
<b>Consultant for The Kroger Company</b>		
*Justin Bieber	Energy Strategies, LLC Parkside Towers 215 South State Street Suite 200 Salt Lake City, UT 84111	jbieber@energystrat.com
<b>Counsel for the Michigan Environmental Council, the Natural Resources Defense Council, the Sierra Club, and Citizens Utility Board of Michigan</b>		
*Christopher M. Bzdok, Esq. *Tracy Jane Andrews, Esq. Lauren A. Teichner, Esq. *Kimberly Flynn, Legal Assistant *Karla Gerds, Legal Assistant *Breanna Thomas, Legal Assistant *Jill Smigielski, Legal Assistant	Olson, Bzdok & Howard, P.C. 420 East Front Street Traverse City, MI 49686	chris@envlaw.com tjandrews@envlaw.com lauren@envlaw.com kimberly@envlaw.com karla@envlaw.com breanna@envlaw.com jill@envlaw.com cub.legal@cubofmichigan.org
<b>*Counsel for Sierra Club</b>		
Michael C. Soules, Esq.	1001 G. Street NW Suite 1000 Washington, DC 20001	msoules@earthjustice.org
<b>*Counsel for the Association of Businesses Advocating Tariff Equity</b>		
Stephen A. Campbell, Esq.	Clark Hill PLC 500 Woodward Avenue, Suite 3500 Detroit, MI 48226	scampbell@clarkhill.com
<b>*Consultant for the Association of Businesses Advocating Tariff Equity</b>		
James Dauphinais	Brubaker & Associates, Inc. P.O. Box 412000 St. Louis, Missouri 63141- 2000	jdauphinais@consultbai.com

\* Receives Confidential Materials

**ATTACHMENT 1 TO CASE NO. U-21224**

<b>Counsel for the Michigan Cable Telecommunications Association</b>		
Michael S. Ashton, Esq. A. Louise Johnson	Fraser Trebilcock Davis & Dunlap, P.C. 124 West Allegan Street, Suite 1000 Lansing, MI 48933	mashton@fraserlawfirm.com ljohnson@fraserlawfirm.com
<b>Counsel for Residential Customer Group (“RCG”) and Great Lakes Renewable Energy Association</b>		
Don L. Keskey, Esq. Brian W. Coyer, Esq.	Public Law Resource Center PLLC 333 Albert Avenue, Suite 425 East Lansing, MI 48823	donkeskey@publiclawresourcecenter.com bwcoyer@publiclawresourcecenter.com
<b>Counsel for Wal-Mart, Inc.</b>		
Melissa M. Horne, Esq.	Higgins, Cavanagh & Cooney, LLP 10 Dorrance Street, Suite 400 Providence, RI 02903	mhorne@hcc-law.com
<b>Counsel for Environmental Law &amp; Policy Center, Vote Solar, and The Ecology Center</b>		
Nicholas J. Schroek, Esq.	University of Detroit Mercy School of Law Environmental Law Clinic 651 E. Jefferson Detroit, MI 48226	schroenj@udmercy.edu
*Daniel Abrams, Esq. *Heather Vogel, Paralegal *Alondra Estrada, Legal Assistant	Environmental Law & Policy Center 35 East Wacker Drive, Suite 1600 Chicago, IL 60601	dabrams@elpc.org hvogel@elpc.org aestrada@mlpc.org mpscdockets@elpc.org
<b>Counsel for Michigan Electric Transmission Company LLC</b>		
*Richard J. Aaron, Esq. Jason T. Hanselman, Esq. *Olivia R.C.A. Flower, Esq.	Dykema Gossett PLLC 201 Townsend Street, Suite 900 Lansing, MI 48933	raaron@dykema.com jhanselman@dykema.com oflower@dykema.com
*Lisa Agrimonti	115 West Allegan, Suite 700 Lansing, MI 48933	lagrimonti@fredlaw.com
<b>Counsel for the Michigan State Utility Workers Council, Utility Workers Union of America, AFL-CIO</b>		
Benjamin L. King, Esq. John R. Canzano, Esq.	McKnight, Canzano, Smith, Radtke & Brault, P.C. 423 North Main Street, Suite 200 Royal Oak, MI 48067	bking@michworkerlaw.com jcanzano@michworkerlaw.com

\* Receives Confidential Materials

**ATTACHMENT 1 TO CASE NO. U-21224**

<b>Counsel for Michigan Municipal Association for Utility Issues</b>		
Valerie J.M. Brader, Esq. Valerie Jackson, Esq.	Rivenoak Law Group, P.C. 3331 W. Big Beaver Road, Suite 109 Troy, MI 48084	valerie@rivenoaklaw.com ecf@rivenoaklaw.com valeriejackson@rivenoaklaw.com
Rick Bunch	Executive Director and Chairman Michigan Municipal Association for Utility Businesses 4989 Earhart Road Ann Arbor, MI 48105-9710	rick@mi-maui.org
<b>Counsel for EVgo Services, LLC</b>		
Brian R. Gallagher, Esq.	Moblo Fleming, P.C. 39555 Orchard Hill Place, Suite 310 Novi, MI 48375	bgallagher@moblofleming.com
Nikhil Vijaykar, Esq.	Keyes & Fox LLP 580 California Street 12 <sup>th</sup> Floor San Francisco, CA 94104	nvijaykar@keyesfox.com
<b>Counsel for Urban Core Collective</b>		
Andrew Bashi, Esq.	Great Lakes Environmental Law Center 4444 2 <sup>nd</sup> Avenue Detroit, MI 48201	andrew.bashi@glelc.org
Mark Templeton, Esq.	Univ of Chicago Law School – Abrams Env Law Clinic 6020 South University Avenue Chicago, IL 60637	templeton@uchicago.edu sgewirth@uchicago.edu aelc_mpsc@lawclinic.uchicago.edu