



A CMS Energy Company

May 7, 2013

Ms. Mary Jo Kunkle  
Executive Secretary  
Michigan Public Service Commission  
4300 W. Saginaw  
Lansing, MI 48917

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: jon.robinson@cmsenergy.com

LEGAL DEPARTMENT  
JAMES E BRUNNER  
Senior Vice President  
and General Counsel

JON R ROBINSON  
Vice President and  
Deputy General Counsel  
Utility Law and  
Regulation

CATHERINE M REYNOLDS  
Vice President, Deputy  
General Counsel  
& Corporate Secretary

Melissa M Gleespen  
Shelley J Ruckman  
Kimberly C Wilson  
Michael G Wilson  
Assistant General  
Counsel

David E Barth  
H Richard Chambers  
Neil R Fellows  
Gary L Kelterborn  
Chantez P Knowles  
Eric V Luoma  
Raymond E McQuillan  
Rhonda M Morris  
Deborah A Moss\*  
Mirce Michael Nestor  
Jeffrey D Pintar  
James D W Roush  
Jason M. Milstone  
John C Shea  
Scott J Sinkwitts  
Adam C Smith  
Bret A Totoraitis  
Charlotte A Walls  
Mary Jo Weindorf  
Attorney

**RE: Case No. U-17087 - In the Matter of the application of Consumer Energy Company for authority to increase its rates for the generation and distribution of electricity and for other relief.**

Dear Ms. Kunkle:

Attached is an executed Settlement Agreement resolving almost all of the issues in this case. Twelve of the fourteen parties to this case have signed in support of the Settlement Agreement. Hemlock Semiconductor and the Michigan Environmental Council/Natural Resources Defense Council (MEC/NRDC) have indicated that they will file statements of non-objection.

The only issues that are not resolved by the Settlement Agreement are identified in Paragraph 5, and relate to the "AMI" program. The Settlement Agreement provides that parties wishing to address those issues will file briefs in accordance with the briefing schedule established in this case, as modified by Administrative Law Judge Mark Cummins; i.e., initial briefs are due May 10, with reply briefs due May 24.

As provided by Commission Rule, and as requested by ALJ Cummins, we will provide a proposed order approving the Settlement Agreement. I will prepare a draft and circulate it among the parties.

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

Sincerely,

Jon R. Robinson

cc: Hon. Mark E. Cummins, ALJ  
Parties per Attachment 1 to 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-17087

**SETTLEMENT AGREEMENT**

Pursuant to MCL 24.278 and Rule 333 of the Rules of Practice and Procedure before the Michigan Public Service Commission (“MPSC” or “Commission”), the undersigned parties agree as follows:

WHEREAS, on September 19, 2012 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 October 19, 2012 before Administrative Law Judge Mark E. Cummins. The parties to the case are Consumers Energy, the Commission Staff, Attorney General Bill Schuette (“Attorney General”), the Association of Businesses Advocating Tariff Equity (“ABATE”), the Michigan State Utility Workers Council, et al, the Michigan Community Action Agency Association (“MCAAA”), The Kroger Company, Michigan Environmental Council and Natural Resource Defense Council (“MEC/NRDC”), Hemlock Semiconductor Corporation, the Municipal Coalition, FirstEnergy Solutions Corporation, Energy Michigan, Inc., Michigan Cable

Telecommunications Association, and Midland Cogeneration Venture Limited Partnership (“MCV”).

WHEREAS, Consumers Energy filed testimony and exhibits requesting an increase in its retail electric rates of \$148.3 million (jurisdictional) and seeking various other forms of relief, and subsequently filed supplemental testimony and exhibits reducing its requested annual increase to \$144.9 million (jurisdictional). The MPSC Staff and other intervening parties filed testimony and exhibits addressing various issues.

NOW THEREFORE, for purposes of settlement of Case No. U-17087, the undersigned parties agree as follows:

1. Consumers Energy should be authorized to increase its retail electric rates so as to produce additional annual revenues of \$89.0 million.
2. The allocation of the additional annual revenue requirement of \$89 million among the various rate classes that has been agreed upon by the parties is shown on Attachment 1 to this Settlement Agreement. The rates set forth on Attachment 2 to this Settlement Agreement have been properly designed to be consistent with those allocations and to produce additional annual revenues of \$89.0 million, and should be approved by the Commission.
3. The parties agree that the annual revenue increase of \$89.0 million stated in paragraph one and the rates identified in paragraph two reflect, on a non-precedential basis, the following findings and actions: (a) an authorized rate of return on common equity of 10.3%, (b) the use of the “50-25-25” cost of service allocation method for transmission and production costs, and (c) the exclusion from rate base of any unamortized balance of environmental clean-up costs, to the extent such balances exist. 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 regarding all such issues.

4. In the June 7, 2012 Order in Case No. U-16794, the Commission found that, following adoption of the rates approved in that order, the residual amount of the residential rate class subsidy was \$30.466 million, and that this residual amount would be eliminated by October 5, 2013, as required by MCL 460.11. The parties agree that the rates of the residential class set forth in this Settlement Agreement include the residual amount of \$30.466 million as previously specified by the Commission, and that this increase to the residential rate class is less than 2.5 percent.

5. The Attorney General has requested the Commission to direct Consumers Energy to suspend the Advanced Metering Infrastructure (“AMI”) program, and in the event the program continues, has objected to the amount of the “opt-out” fee. These issues are not resolved as part of this settlement. The parties request the Commission to address these issues based upon the initial and reply briefs filed pursuant to the schedule established by the Administrative Law Judge in this case. The parties agree that the \$89.0 million annual revenue increase and the associated rates specified in this Settlement Agreement shall not be affected by the Commission’s ruling on this issue. The parties further agree that, pending the issuance of a Commission order addressing the “opt-out” fee pursuant to this paragraph, the applicable fee and associated tariff provisions shall be as set forth on Sheet C-32.20 of Attachment 2 to this Settlement Agreement.

6. In its Application, Consumers Energy requested the Commission to approve the following ratemaking adjustment mechanisms in this case: Revenue Adjustment Mechanism, Pension Equalization Mechanism, Other Post-Employment Expense Equalization Mechanism,

Uncollectibles Expense True-Up Mechanism, and Investment Recovery Mechanism. The parties agree that none of these ratemaking adjustment mechanisms shall be approved as part of this settlement. In addition, the major maintenance expense deferral mechanism adopted by the Commission in the June 7, 2012 Order in Case No. U-16794 is terminated as of the date of an order approving this Settlement Agreement.

7. Various parties to this case proposed non-rate changes to Consumers Energy's retail electric tariffs. The non-rate proposals that have been agreed upon by the parties are included in Attachment 2 to this Settlement Agreement.

8. The parties agree that 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.

9. Pursuant to MCL 460.6a(1), Consumers Energy implemented, effective for service rendered on and after March 19, 2013, revised rates designed to produce additional annual retail electric revenues of \$110 million. The parties agree that Consumers Energy shall, within 60 days of the issuance of a Commission Order approving this Settlement Agreement, file an application pursuant to MCL 460.6a(1) to refund the difference in total revenues collected through application of the self-implemented rates and the total revenues that would have been collected through application of the rates set forth in this Settlement Agreement.

10. This settlement 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 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.

11. This Settlement Agreement is based on the facts and circumstances of this case and is, subject to paragraph 5, intended for the final disposition of Case No. U-17087. 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, except as explicitly provided for above in Paragraph 5 in connection with the potential for suspension of the AMI program. Except as otherwise set forth herein, 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 appeals related thereto.

12. This Settlement is not severable. Each provision of the Settlement Agreement is dependent upon all other provisions of this Settlement Agreement. Failure to comply with any provision of this Settlement Agreement constitutes failure to comply with the entire 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.

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

14. 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.





MUNICIPAL COALITION

By:

Roderick S. Coy, Esq. (P12290)  
Leland R. Rosier, Esq. (P33827)  
Clark Hill PLC  
212 E. Grand River Avenue  
Lansing, MI 48906

FIRST ENERGY SOLUTIONS CORP.

By:

Laura A. Chappelle, Esq. (P42052)  
Timothy J. Lundgren, Esq. (P62807)  
Varnum, Riddering, Schmidt &  
Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933

MICHIGAN CABLE  
TELECOMMUNICATIONS ASSOCIATION

By:

David E. S. Marvin, Esq. (P26564)  
Fraser, Trebilcock, Davis & Dunlap  
PC  
124 W. Allegan St., Suite 1000  
Lansing, MI 48933

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

By:

Steven D. Weyhing, Esq. (P30749)  
Warner, Norcross & Judd, LLP  
120 North Washington Square, Suite  
410  
Lansing, MI 48933

MIDLAND COGENERATION VENTURE  
LIMITED PARTNERSHIP

By:

David R. Whitfield, Esq. (P73352)  
Richard J. Aaron, Esq. (P35605)  
Warner Norcross & Judd LLP  
120 N. Washington Sq., Ste. 410  
Lansing, MI

ENERGY MICHIGAN, INC.

By: Eric J. Schneidewind  
Eric J. Schneidewind, Esq. (P20037)  
Varnum, Riddering, Schmidt &  
Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933

Digitally signed by Eric J. Schneidewind  
DN: cn=Eric J. Schneidewind, o, ou,  
email=ejschneidewind@varnumlaw.co  
m, c=US  
Date: 2013.05.01 16:26:32 -04'00'

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.

MICHIGAN PUBLIC SERVICE  
COMMISSION STAFF

ASSOCIATION OF BUSINESSES  
ADVOCATING TARIFF EQUITY

By:

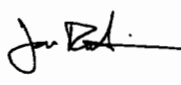
Anne M. Uitvlugt, Esq. (P71641)  
Lauren D. Donofrio, Esq. (P66026)  
Amit T. Singh, Esq. (P75492)  
Assistant Attorneys General  
Public Service Division  
6545 Mercantile Way, Suite 15  
Lansing, MI 48911

By:

Robert A.W. Strong, Esq. (P27724)  
Clark Hill PLC  
151 S. Old Woodward Ave., Suite  
200  
Birmingham, MI 48009

CONSUMERS ENERGY COMPANY

By:

  
Digitally signed by Jon R. Robinson  
Date: 2013.05.01 14:57:24 -04'00'  
Jon R. Robinson, Esq. (P27953)  
H. Richard Chambers, Esq. (P34139)  
Raymond E. McQuillan, Esq. (P24100)  
Bret E. Totoraitis, Esq. (P 72654)  
One Energy Plaza  
Jackson, MI 49201

MICHIGAN COMMUNITY ACTION  
AGENCY ASSOCIATION

By:

Don L. Keskey, Esq. (P23003)  
Public Law Resource Center PLLC  
139 W. Lake Lansing Road, Suite  
210  
East Lansing, MI 48823

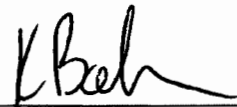
ATTORNEY GENERAL  
BILL SCHUETTE

By:

Michael Moody, Esq. (P51985)  
John A. Janiszewski, Esq. (P74400)  
Assistant Attorney General  
Tobacco & Special Litigation  
Division  
P.O. Box 30212  
Lansing, MI 48909

THE KROGER COMPANY

By:

  
Kurt J. Boehm, Esq.  
Jody M. Kyler, Esq.  
The Kroger Company  
1014 Vine Street  
Cincinnati, Ohio 45202

MUNICIPAL COALITION

By:

Roderick S. Coy, Esq. (P12290)  
Leland R. Rosier, Esq. (P33827)  
Clark Hill PLC  
212 E. Grand River Avenue  
Lansing, MI 48906

FIRST ENERGY SOLUTIONS CORP.

By:

Laura A. Chappelle, Esq. (P42052)  
Timothy J. Lundgren, Esq. (P62807)  
Varnum, Riddering, Schmidt &  
Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933

MICHIGAN CABLE  
TELECOMMUNICATIONS ASSOCIATION

By:

David E. S. Marvin, Esq. (P26564)  
Fraser, Trebilcock, Davis & Dunlap  
PC  
124 W. Allegan St., Suite 1000  
Lansing, MI 48933

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

By:

Steven D.  
Weyhing

Digitally signed by Steven D. Weyhing  
DN: cn=Steven D. Weyhing, o=Warner  
Norcross and Judd LLP, ou,  
email=sweyhing@wnj.com, c=US  
Date: 2013.05.01 15:38:25 -04'00'

Steven D. Weyhing, Esq. (P30749)  
Warner, Norcross & Judd, LLP  
120 North Washington Square, Suite  
410  
Lansing, MI 48933

MIDLAND COGENERATION VENTURE  
LIMITED PARTNERSHIP

By:

David R. Whitfield, Esq. (P73352)  
Richard J. Aaron, Esq. (P35605)  
Warner Norcross & Judd LLP  
120 N. Washington Sq., Ste. 410  
Lansing, MI

ENERGY MICHIGAN, INC.

By:

Eric J. Schneidewind, Esq. (P20037)  
Varnum, Riddering, Schmidt &  
Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933

MUNICIPAL COALITION

By: Leland R. Rosier  
Roderick S. Coy, Esq. (P12290)  
Leland R. Rosier, Esq. (P33827)  
Clark Hill PLC  
212 E. Grand River Avenue  
Lansing, MI 48906

FIRST ENERGY SOLUTIONS CORP.

By: Laura A. Chappelle, Esq. (P42052)  
Timothy J. Lundgren, Esq. (P62807)  
Varnum, Riddering, Schmidt &  
Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933

MICHIGAN CABLE  
TELECOMMUNICATIONS ASSOCIATION

By: David E. S. Marvin, Esq. (P26564)  
Fraser, Trebilcock, Davis & Dunlap  
PC  
124 W. Allegan St., Suite 1000  
Lansing, MI 48933

MICHIGAN STATE UTILITY WORKERS  
COUNCIL, UTILITY WORKERS UNION  
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By: Steven D. Weyhing, Esq. (P30749)  
Warner, Norcross & Judd, LLP  
120 North Washington Square, Suite  
410  
Lansing, MI 48933

MIDLAND COGENERATION VENTURE  
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By: David R. Whitfield, Esq. (P73352)  
Richard J. Aaron, Esq. (P35605)  
Warner Norcross & Judd LLP  
120 N. Washington Sq., Ste. 410  
Lansing, MI

ENERGY MICHIGAN, INC.

By: Eric J. Schneidewind, Esq. (P20037)  
Varnum, Riddering, Schmidt &  
Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933

MUNICIPAL COALITION

By:

Roderick S. Coy, Esq. (P12290)  
Leland R. Rosier, Esq. (P33827)  
Clark Hill PLC  
212 E. Grand River Avenue  
Lansing, MI 48906

FIRST ENERGY SOLUTIONS CORP.

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Laura A. Chappelle, Esq. (P42052)  
Timothy J. Lundgren, Esq. (P62807)  
Varnum, Riddering, Schmidt &  
Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933

MICHIGAN CABLE  
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David E. S. Marvin, Esq. (P26564)  
Fraser, Trebilcock, Davis & Dunlap  
PC  
124 W. Allegan St., Suite 1000  
Lansing, MI 48933

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

By:

Steven D. Weyhing, Esq. (P30749)  
Warner, Norcross & Judd, LLP  
120 North Washington Square, Suite  
410  
Lansing, MI 48933

MIDLAND COGENERATION VENTURE  
LIMITED PARTNERSHIP

By: **David R.  
Whitfield**

Digitally signed by David R. Whitfield  
DN: cn=David R. Whitfield, o=Warner  
Norcross and Judd LLP, ou,  
email=dwhitfield@wnj.com, c=US  
Date: 2013.05.01 15:49:28 -04'00'

David R. Whitfield, Esq. (P73352)  
Richard J. Aaron, Esq. (P35605)  
Warner Norcross & Judd LLP  
120 N. Washington Sq., Ste. 410  
Lansing, MI

ENERGY MICHIGAN, INC.

By:

Eric J. Schneidewind, Esq. (P20037)  
Varnum, Riddering, Schmidt &  
Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933

MUNICIPAL COALITION

By:

Roderick S. Coy, Esq. (P12290)  
Leland R. Rosier, Esq. (P33827)  
Clark Hill PLC  
212 E. Grand River Avenue  
Lansing, MI 48906

FIRST ENERGY SOLUTIONS CORP.

By: **Laura  
Chappelle**

Digitally signed by Laura Chappelle  
DN: cn=Laura Chappelle, o=Varnum,  
ou,  
email=lachappelle@varnumlaw.com  
, c=US  
Date: 2013.05.02 08:49:59 -0400

Laura A. Chappelle, Esq. (P42052)  
Timothy J. Lundgren, Esq. (P62807)  
Varnum, Riddering, Schmidt &  
Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933

MICHIGAN CABLE  
TELECOMMUNICATIONS ASSOCIATION

By: David E. S. Marvin, Esq. (P26564)  
Fraser, Trebilcock, Davis & Dunlap  
PC  
124 W. Allegan St., Suite 1000  
Lansing, MI 48933

MICHIGAN STATE UTILITY WORKERS  
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Steven D. Weyhing, Esq. (P30749)  
Warner, Norcross & Judd, LLP  
120 North Washington Square, Suite  
410  
Lansing, MI 48933

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By:

David R. Whitfield, Esq. (P73352)  
Richard J. Aaron, Esq. (P35605)  
Warner Norcross & Judd LLP  
120 N. Washington Sq., Ste. 410  
Lansing, MI

ENERGY MICHIGAN, INC.

By:

Eric J. Schneidewind, Esq. (P20037)  
Varnum, Riddering, Schmidt &  
Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933



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Leland R. Rosier, Esq. (P33827)  
Clark Hill PLC  
212 E. Grand River Avenue  
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Laura A. Chappelle, Esq. (P42052)  
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The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933

MICHIGAN CABLE  
TELECOMMUNICATIONS ASSOCIATION

David E. S.  
Marvin

Digitally signed by David E. S. Marvin  
DN: cn=David E. S. Marvin, o=Fraser  
Trebilcock Davis & Dunlap, P.C., ou,  
email=dmarv@fraserlawfirm.com, c=US  
Date: 2013.05.02 08:37:59 -04'00'

By: David E. S. Marvin, Esq. (P26564)  
Fraser, Trebilcock, Davis & Dunlap  
PC  
124 W. Allegan St., Suite 1000  
Lansing, MI 48933

MICHIGAN STATE UTILITY WORKERS  
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Steven D. Weyhing, Esq. (P30749)  
Warner, Norcross & Judd, LLP  
120 North Washington Square, Suite  
410  
Lansing, MI 48933

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Warner Norcross & Judd LLP  
120 N. Washington Sq., Ste. 410  
Lansing, MI

ENERGY MICHIGAN, INC.

By:

Eric J. Schneidewind, Esq. (P20037)  
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The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933



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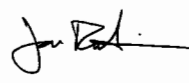
\_\_\_\_\_  
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Assistant Attorneys General  
Public Service Division  
6545 Mercantile Way, Suite 15  
Lansing, MI 48911

By:

\_\_\_\_\_  
Robert A.W. Strong, Esq. (P27724)  
Clark Hill PLC  
151 S. Old Woodward Ave., Suite  
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\_\_\_\_\_  
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(P24100)  
Bret E. Totoraitis, Esq. (P 72654)  
One Energy Plaza  
Jackson, MI 49201

MICHIGAN COMMUNITY ACTION  
AGENCY ASSOCIATION

By:

Don L. Keskey  
\_\_\_\_\_  
Don L. Keskey, Esq. (P23003)  
Public Law Resource Center PLLC  
139 W. Lake Lansing Road, Suite  
210  
East Lansing, MI 48823

ATTORNEY GENERAL  
BILL SCHUETTE

THE KROGER COMPANY

By:

\_\_\_\_\_  
Michael Moody, Esq. (P51985)  
John A. Janiszewski, Esq. (P74400)  
Assistant Attorney General  
Tobacco & Special Litigation  
Division  
P.O. Box 30212  
Lansing, MI 48909

By:

\_\_\_\_\_  
Kurt J. Boehm, Esq.  
Jody M. Kyler, Esq.  
The Kroger Company  
1014 Vine Street  
Cincinnati, Ohio 45202

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Assistant Attorneys General  
Public Service Division  
6545 Mercantile Way, Suite 15  
Lansing, MI 48911

ASSOCIATION OF BUSINESSES  
ADVOCATING TARIFF EQUITY

Robert  
A.W.  
Strong


Digitally signed by: Robert A.W.  
Strong  
DN: CN = Robert A.W. Strong  
C = US  
Date: 2013.05.03 11:34:08 -  
04'00'

By:

Robert A.W. Strong, Esq. (P27724)  
Clark Hill PLC  
151 S. Old Woodward Ave., Suite  
200  
Birmingham, MI 48009

CONSUMERS ENERGY COMPANY

By:

  
Digitally signed by Jon R.  
Robinson  
Date: 2013.05.01 14:57:24  
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Jon R. Robinson, Esq. (P27953)  
H. Richard Chambers, Esq. (P34139)  
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(P24100)  
Bret E. Totoraitis, Esq. (P 72654)  
One Energy Plaza  
Jackson, MI 49201

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AGENCY ASSOCIATION

By:

Don L. Keskey, Esq. (P23003)  
Public Law Resource Center PLLC  
139 W. Lake Lansing Road, Suite  
210  
East Lansing, MI 48823

ATTORNEY GENERAL  
BILL SCHUETTE

By:

Michael Moody, Esq. (P51985)  
John A. Janiszewski, Esq. (P74400)  
Assistant Attorney General  
Tobacco & Special Litigation  
Division  
P.O. Box 30212  
Lansing, MI 48909

THE KROGER COMPANY

By:

Kurt J. Boehm, Esq.  
Jody M. Kyler, Esq.  
The Kroger Company  
1014 Vine Street  
Cincinnati, Ohio 45202

**MICHIGAN PUBLIC SERVICE COMMISSION**

PRIVILEGED AND CONFIDENTIAL  
PREPARED FOR SETTLEMENT DISCUSSIONS

Case No.: U-17087  
Settlement \$89 Million  
Transmission 12 CP 50/25/25  
Production 4 CP 50/25/25  
CE Allocation

**Consumers Energy Company****Summary of Present and Proposed Revenues by Rate Schedule****Total Revenues**

Line No.	Description	(a) Sales MWh	(b) Present Revenue \$000	(c) Proposed Revenue \$000	(d) Difference Revenue \$000	(e) Percent %
Bundled Service						
Residential Class						
1	Residential Service RS	12,365,842	\$ 1,682,418	\$ 1,747,929	\$ 65,511	3.9
2	Residential Time-of-Day RT	42,558	4,948	5,439	491	9.9
3	Residential Small Farm RF					
4	Residential Space Heating RH					
5	Residential Electric Vehicle REV	753	77	86	8	10.7
6	Res. Dynamic Price RSDP	-	-	-	-	NA
7	Res. Dynamic Price Rebate RSDPR	-	-	-	-	NA
8	Total Residential Class	12,409,153	1,687,443	1,753,453	66,010	3.9
Secondary Class						
9	Secondary Energy-only GS	3,185,763	438,708	461,645	22,936	5.2
10	Agricultural GSA					
11	Sec. Energy Dynamic Price GSDP	-	-	-	-	NA
12	Secondary Demand GSD	4,186,967	477,260	512,921	35,661	7.5
13	Agricultural GSDA					
14	Sec. Demand Dynamic Price GSDDP	-	-	-	-	NA
15	Total Secondary Class	7,372,730	915,968	974,566	58,598	6.4
Primary Class						
16	Primary Energy-only GP	1,206,685	121,445	124,532	3,087	2.5
17	Pri. Energy Only Agricultural Rate GPA					
18	Pri. Energy Dynamic Price GPDP	-	-	-	-	NA
19	Primary Demand GPD	9,477,406	866,868	832,882	(33,986)	(3.9)
20	Primary Metal Melting MMPP	333,554	20,345	20,367	22	0.1
21	Primary Time of Use Pilot GPTU	340,536	28,575	28,313	(261)	(0.9)
22	Large Customer Pri Demand Rate GPLD					
23	Large Economic Development E-1	2,246,916	106,416	106,416	-	-
24	Total Primary Class	13,605,097	1,143,648	1,112,510	(31,138)	(2.7)
Lighting & Unmetered Class						
25	Metered Lighting Service GML	8,641	892	954	62	6.9
26	Unmetered Lighting Service GUL	150,394	31,255	31,958	702	2.2
27	Unmetered Exp. Lighting GU-XL	-	-	-	-	NA
28	Unmetered Service GU	102,672	8,869	9,091	222	2.5
29	Total Lighting & Unmetered Class	261,707	41,016	42,002	986	2.4
Self-generation Class						
30	Small Self-generation GSG-1	-	-	-	-	NA
31	Large Self-generation GSG-2	51,767	5,604	649	(4,955)	(88.4)
32	Total Self-Generation Class	51,767	5,604	649	(4,955)	(88.4)
33	Total Bundled Service	33,700,454	\$ 3,793,679	\$ 3,883,179	\$ 89,500	2.4
ROA Service						
Residential Class						
34	Residential Service RS	-	\$ -	\$ -	\$ -	NA
35	Residential Time-of-Day RT	-	-	-	-	NA
36	Total Residential Class	-	-	-	-	NA
Secondary Class						
37	Secondary Energy-only GS	39,017	1,279	1,477	197	15.4
38	Secondary Demand GSD	216,539	5,501	6,516	1,015	18.4
39	Total Secondary Class	255,556	6,780	7,992	1,212	17.9
Primary Class						
40	Primary Energy-only GP	43,990	722	698	(24)	(3.3)
41	Primary Demand GPD	3,635,059	28,527	26,812	(1,715)	(6.0)
42	Total Primary Class	3,679,049	29,249	27,510	(1,739)	(5.9)
43	Total ROA Service	3,934,605	\$ 36,029	\$ 35,503	\$ (527)	(1.5)
44	Total Bundled and ROA Service	37,635,059	\$ 3,829,708	\$ 3,918,681	\$ 88,973	2.3
45	Increase/(Decrease) from Rounding				27	
46	Total Revenue Requirement from MHRoss				89,000	

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0**Consumers Energy Company****Summary of Present and Proposed Revenues by Rate Schedule****Power Supply Revenues**

Line		(a)	(b)	(c)	(d)	(e)
No.	Description	Sales	Present Revenue	Proposed Revenue	Difference Revenue Percent	
		MWh	\$000	\$000	\$000	%
Bundled Service						
Residential Class						
1	Residential Service RS	12,365,842	\$ 1,105,629	\$ 1,088,760	\$ (16,869)	(1.5)
2	Residential Time-of-Day RT	42,558	3,257	3,446	189	5.8
3	Residential Small Farm RF					
4	Residential Space Heating RH					
5	Residential Electric Vehicle REV	753	45	48	3	7.4
6	Res. Dynamic Price RSDP	-	-	-	-	NA
7	Res. Dynamic Price Rebate RSDPR	-	-	-	-	NA
8	Total Residential Class	12,409,153	1,108,931	1,092,254	(16,677)	(1.5)
Secondary Class						
9	Secondary Energy-only GS	3,185,763	286,963	299,160	12,198	4.3
10	Agricultural GSA					
11	Sec. Energy Dynamic Price GSDP	-	-	-	-	NA
12	Secondary Demand GSD	4,186,967	357,953	381,149	23,196	6.5
13	Agricultural GSDA					
14	Sec. Demand Dynamic Price GSDDP	-	-	-	-	NA
15	Total Secondary Class	7,372,730	644,915	680,309	35,394	5.5
Primary Class						
16	Primary Energy-only GP	1,206,685	100,031	105,146	5,115	5.1
17	Pri. Energy Only Agricultural Rate GPA					
18	Pri. Energy Dynamic Price GPDP	-	-	-	-	NA
19	Primary Demand GPD	9,477,406	765,227	750,152	(15,076)	(2.0)
20	Primary Metal Melting Pilot MMPP	333,554	18,733	19,342	608	3.2
21	Primary Time of Use Pilot GPTU	340,536	24,974	25,508	534	2.1
22	Large Customer Pri Demand Rate GPLD					
23	Large Economic Development E-1	2,246,916	106,416	167,908	61,493	57.8
24	Total Primary Class	13,605,097	1,015,381	1,068,055	52,674	5.2
Lighting & Unmetered Class						
25	Metered Lighting Service GML	8,641	458	481	23	5.0
26	Unmetered Lighting Service GUL	150,394	7,564	8,432	868	11.5
27	Unmetered Exp. Lighting GU-XL	-	-	-	-	NA
28	Unmetered Service GU	102,672	7,655	7,770	115	1.5
29	Total Lighting & Unmetered Class	261,707	15,677	16,683	1,006	6.4
Self-generation Class						
30	Small Self-generation GSG-1	-	-	-	-	NA
31	Large Self-generation GSG-2	51,767	4,834	-	(4,834)	(100.0)
32	Total Self-Generation Class	51,767	4,834	-	(4,834)	(100.0)
33	Total Bundled Service	33,700,454	\$ 2,789,739	\$ 2,857,302	\$ 67,563	2.4
ROA Service						
Residential Class						
34	Residential Service RS	-	\$ -	\$ -	\$ -	NA
35	Residential Time-of-Day RT	-	-	-	-	NA
36	Total Residential Class	-	-	-	-	NA
Secondary Class						
37	Secondary Energy-only GS	39,017	-	-	-	NA
38	Secondary Demand GSD	216,539	-	-	-	NA
39	Total Secondary Class	255,556	-	-	-	NA
Primary Class						
40	Primary Energy-only GP	43,990	-	-	-	NA
41	Primary Demand GPD	3,635,059	-	-	-	NA
42	Total Primary Class	3,679,049	-	-	-	NA
43	Total ROA Service	3,934,605	\$ -	\$ -	\$ -	NA
44	Total Bundled and ROA Service	37,635,059	\$ 2,789,739	\$ 2,857,302	\$ 67,563	2.4

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Line		(a)	(b)	(c)	(d)	(e)
No.	Description	Sales	Present Revenue	Proposed Revenue	Difference Revenue	Percent
		MWh	\$000	\$000	\$000	%
Bundled Service						
Residential Class						
1	Residential Service RS	12,365,842	\$ 576,789	\$ 659,168	\$ 82,380	14.3
2	Residential Time-of-Day RT	42,558	1,691	1,993	302	17.8
3	Residential Small Farm					
4	Residential Space Heating					
5	Residential Electric Vehicle REV	753	33	38	5	15.2
6	Res. Dynamic Price RSDP	-	-	-	-	NA
7	Res. Dynamic Price Rebate RSDPR	-	-	-	-	NA
8	Total Residential Class	12,409,153	\$ 578,512	661,199	82,686	14.3
Secondary Class						
9	Secondary Energy-only GS	3,185,763	151,746	162,485	10,739	7.1
10	Agricultural GSA					
11	Sec. Energy Dynamic Price GSDDP	-	-	-	-	NA
12	Secondary Demand GSD	4,186,967	119,307	131,772	12,465	10.4
13	Agricultural GSDA					
14	Sec. Demand Dynamic Price GSDDP	-	-	-	-	NA
15	Total Secondary Class	7,372,730	271,053	294,256	23,204	8.6
Primary Class						
16	Primary Energy-only GP	1,206,685	21,414	19,386	(2,028)	(9.5)
17	Pri. Energy Only Agricultural Rate GPA	-	-	-	-	NA
18	Pri. Energy Dynamic Price GPDP	-	-	-	-	NA
19	Primary Demand GPD	9,477,406	101,641	82,730	(18,910)	(18.6)
20	Primary Metal Melting Pilot MMPP	333,554	1,611	1,025	(586)	(36.4)
21	Primary Time of Use Pilot GPTU	340,536	3,601	2,805	(795)	(22.1)
22	Large Customer Pri Demand Rate GPLD					
23	Large Economic Development E-1	2,246,916	-	(61,493)	(61,493)	NA
24	Total Primary Class	13,605,097	128,267	44,455	(83,813)	(65.3)
Lighting & Unmetered Class						
25	Metered Lighting Service GML	8,641	433	472	39	9.0
26	Unmetered Lighting Service GUL	150,394	23,692	23,525	(166)	(0.7)
27	Unmetered Exp. Lighting GU-XL	-	-	-	-	NA
28	Unmetered Service GU	102,672	1,213	1,321	107	8.8
29	Total Lighting & Unmetered Class	261,707	25,338	25,318	(20)	(0.1)
Self-generation Class						
30	Small Self-generation GSG-1	-	-	-	-	NA
31	Large Self-generation GSG-2	51,767	770	649	(121)	(15.7)
32	Total Self-Generation Class	51,767	770	649	(121)	(15.7)
33	Total Bundled Service	33,700,454	\$ 1,003,940	\$ 1,025,877	\$ 21,936	2.2
ROA Service						
Residential Class						
34	Residential Service RS	-	\$ -	\$ -	\$ -	NA
35	Residential Time-of-Day RT	-	-	-	-	NA
36	Total Residential Class	-	-	-	-	NA
Secondary Class						
37	Secondary Energy-only GS	39,017	1,279	1,477	197	15.4
38	Secondary Demand GSD	216,539	5,501	6,516	1,015	18.4
39	Total Secondary Class	255,556	6,780	7,992	1,212	17.9
Primary Class						
40	Primary Energy-only GP	43,990	722	698	(24)	(3.3)
41	Primary Demand GPD	3,635,059	28,527	26,812	(1,715)	(6.0)
42	Total Primary Class	3,679,049	29,249	27,510	(1,739)	(5.9)
43	Total ROA Service	3,934,605	\$ 36,029	\$ 35,503	\$ (527)	(1.5)
44	Total Bundled and ROA Service	37,635,059	\$ 1,039,969	\$ 1,061,379	\$ 21,410	2.1

**U-17087 Settlement Tariffs**  
**Modified April 30, 2013 – 4:05PM**

(Continued From Sheet No. C-19.00)

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

**C4.2 Choice of Rates (Contd)**

After the customer has selected the rate and rate provision under which service shall be provided, the customer shall not be permitted to change from that rate and rate provision to another until at least twelve months have elapsed. The customer shall not be permitted to evade this rule by temporarily terminating service. However, the Company may, at its option, waive the provisions of this paragraph where it appears a change is for permanent rather than for temporary or seasonal advantage. The provisions of this paragraph may also be waived where the customer can demonstrate that a Bona Fide Change in Customer Load has occurred. The effective date of a rate change under this rule shall be the beginning read date of the next bill issued. The intent of this rule is to prohibit frequent shifts from rate to rate.

The Company shall not make refunds in instances where the customer would have paid less for service had the customer been billed on another applicable rate or provision rate.

Where the customer has provided the Company with incorrect information to gain an economic benefit, backbilling may be rendered to the date the incorrect rate selection initially occurred.

In order to reduce load in times of high system demands, the Company may make contractual arrangements with customers who can self-generate power, shift load from on-peak to off-peak periods and/or provide other forms of voluntary load reduction.

**C4.3 Application of Residential Usage and Non-Residential Usage**

**A. Residential Usage and Rate Application**

**(1) General**

For purposes of rate application "residential usage" shall be usage metered and consumed within an individual household, and reasonably appurtenant and related to and normally associated with such a household, for such applications as space conditioning, cooking, water heating, refrigeration, clothes drying, incineration, lighting and other similar household applications.

The term "household" includes single-family homes, farm homes, seasonal dwellings, duplexes, and individual living units within mobile home parks, condominiums, apartments and cooperatives; provided, however, to qualify for residential usage a household must have the normal household facilities such as bathroom, individual cooking and kitchen sink facilities and have received an occupancy permit or similar instrument, if issued, by the local governing authority.

At the time a new service or a rate change is requested, the Company shall advise the customer in the selection of the rate or rate provision which will give the customer the lowest cost of service based on the information provided to the Company. The Company's recommendation will be based upon the customer's energy usage and responses to the following ~~questions~~ *criteria*: (a) type of dwelling, (b) meets the requirements for Income Assistance Service Provision, ~~(c) meets the requirements for Life Support Service Provision, (d) and (c)~~ meets the requirements for Senior Citizen Service Provision ~~and (e) meets the requirements for the Small Farm Provision.~~

(Continued on Sheet No. C-21.00)

(Continued From Sheet No. C-22.00)

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

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

**C. Combined Residential and Non-Residential Usage and Rate Application**

When the electricity supplied to a customer is used for both residential and Non-Residential purposes, the wiring may be so arranged that the residential and Non-Residential usage are metered separately. Each type of usage shall be billed on the appropriate Rate Schedule. If the usage is not separately metered, the combined usage shall be billed on the appropriate General Service Rate.

**D. Rate Application for Seasonal Condominium Campgrounds**

When the electricity supplied to a customer is used for Seasonal Condominium Campgrounds, the usage shall be considered Non-Residential and shall be billed on the Company's appropriate General Service Rate. To be considered a Seasonal Condominium Campground, the following conditions must exist:

- (1) The property must, in total or in part, be owned by a single legal entity, such as an Association, who must have primary operational responsibility for the property.
- (2) The legal entity with ownership and operating responsibility must be subject to licensing provisions under Act 368 of 1978 of the State of Michigan, specifically that required for operation of a campground or its equivalent.
- (3) All components of the property must be subject to limitations of occupancy of six months or less.
- (4) No individual owning such property in part or in total may claim such property as their Principal Residence.
- (5) ~~Underground utility infrastructure for water, waste and telephone facilities are not available for the majority of units or lots included on the property.~~
- (6) Units allowed within the park are restricted to those classified by law as a Camping Trailer, Travel Trailer, Camping Cabin, or Park Model Recreational Unit by Act 206 of 1893 and 368 of 1978.

In the absence of any of these conditions, the Company shall classify the customer as residential or Non-Residential, based on the criteria in other portions of this Rule. The customer shall then be required to take service consistent with the requirements of that classification and bear any expenses to be incurred in meeting such requirements, or be subject to shutoff of service by the Company.

Customers that meet the above conditions may be served by individual meters or by a single metering installation, but must adhere to the following conditions in cases where individual metering by the Company is not applicable.

- (1) The customer's facilities may not be constructed so as to cross public streets, alleys, or rights-of-way.
- (2) The customer's facilities for each unit shall not exceed 50 amps. Should the customer desire service above 50 amps for any unit, they shall request service from the Company and pay all costs incurred by the Company in supplying such service.
- (3) If the customer uses meters or similar measuring devices on his/her side of the Company's point of attachment to his/her facilities, then the customer is required to take service under the resale provision included in one of the Company's General Service Rate Schedules, GS, GSD, GP or GPD, and is subject to Rule C4.4, Resale.
- (4) The customer must, at his/her own expense, have the electrical facilities initially installed and periodically inspected, every five years at a minimum, by a licensed electrical contractor. In the event that it is determined that the installation is unsafe, the customer shall modify the system at his/her own expense using a licensed electrical contractor.

(Continued on Sheet No. C-24.00)



(Continued From Sheet No. C-23.00)

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

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

**D. Rate Application for Seasonal Condominium Campgrounds (Contd)**

- (5) The customer must notify individuals and/or co-owners utilizing the customer's property that the customer's facilities may not be able to be located by Miss Dig.
- (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.

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 Demand Rate GSD, [\*General Service Primary Rate GP\*](#), or General Service Primary Demand Rate GPD. 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 RS 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, Residential Service Time-of-Day Secondary Rate RT 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:*

<u><i>\$0.152984</i></u>	<u><i>per kWh for all kWh during the months of June-September</i></u>
<u><i>\$0.143972</i></u>	<u><i>per kWh for all kWh during the months of October-May</i></u>

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-25.00)

(Continued From Sheet No. C-32.10)

**C5. CUSTOMER RESPONSIBILITIES (Contd)****C5.4 Shutoff Protection Plan for Residential Customers (Contd)****D. Default**

Should a SPP Customer fail to make payment by the due date, a shutoff notice specific to this SPP shall be issued but shall comply with the requirements of Part 8 of Rule B2., Consumer Standards and Billing Practices for Electric and Gas Residential Service. If the SPP Customer makes payment before the date provided for shutoff of service, the customer shall not be considered to be in default but shall remain in the SPP. If the SPP Customer makes payment after this date, the SPP Customer shall be in default and shall be removed from the SPP. The customer shall be subject to shutoff, provided the 24-hour notice was made by the Company.

**E. Participation in Other Shutoff Protection Plans**

Customers eligible to participate under the Winter Protection Plan, Rules R 460.148 and R 460.149, will be required to waive their rights to participate under the Winter Protection Plan in order to participate in the Plan. Upon enrollment, the Company shall send written confirmation of the enrollment terms and include notice of this provision.

**C5.5 Non-Transmitting Meter Provision**

Customers served on Residential Service Secondary Rate RS and General Service Secondary Rate GS have the option to choose a non-transmitting meter.

In order for a customer to be eligible to participate in the Non-Transmitting Meter Provision, the customer must have a meter that is accessible to Company employees and the customer shall have zero instances of unauthorized use, theft, fraud and/or threats of violence toward Company employees.

Apartment complexes and other dwellings with meter banks serving multiple customers are excluded from participation in the Non-Transmitting Meter Provision.

Customers exercising the option to choose a non-transmitting meter will pay the charges approved by the Commission, if any, pursuant to Paragraph 5 of the Settlement Agreement approved in Case No. U-17087.

All standard charges and provisions of the customer's applicable tariff shall apply.

**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 free allowances 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%.

The Company shall make a one-time refund, five years from the completion date of the extension or upon completion of the customer's construction, whichever the customer chooses, of \$500 for each additional residential customer and/or the first year's estimated revenue for each additional General Service customer who connects directly to the line for which a deposit was required. Refund allowances shall first be credited against the 25% reduction before a refund is made to the customer based on the customer's cash deposit. Directly connected customers are those who do not require the construction of more than 300 feet of Primary and/or Secondary distribution line. Refunds shall not include any amount of contribution in aid of construction for underground service made under the provisions of Rule C6.2, Underground Policy.

(Continued on Sheet No. C-33.00)

(Continued From Sheet No. C-41.00)

**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 increase or decrease of \$0.00001086 per kWh for each \$0.00001 increase or decrease in the 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 ~~\$0.05246~~ 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-4.00.

Should the Company apply lesser factors than those shown on Sheet No. D-4.00, 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-4.00.

**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-43.00)

**SECTION C – PART II  
COMPANY RULES AND REGULATIONS  
(RENEWABLE ENERGY AND ENERGY EFFICIENCY FOR ALL CUSTOMERS)**

**INTENT OF SECTION C - PART II**

These Company Rules and Regulations are intended to implement the requirements of 2008 PA 295.

**C10. RENEWABLE ENERGY PLAN (REP)**

**C10.1 Revenue Recovery Mechanism – REP Surcharge**

A REP Surcharge shall be applied to each billing meter, luminaire or unmetered account served under the Company's Full Service Electric Rate Schedules to recover the incremental cost of compliance as approved by the Commission in the Company's Renewable Energy Plan. The REP Surcharge will be in addition to all charges and provisions of the customer's current applicable rate schedule. ~~Customers taking service under the Company's General Municipal Pumping customers Service Provision (GMP)~~ shall be excluded from the REP Surcharge. The REP Surcharge shall not be applied to additional meters at a single site that were installed specifically to support net metering or time-of-day tariffs.

The monthly REP Surcharge to be applied to each rate schedule is shown on D-2.10 of this Rate Book.

The REP Surcharge shall be subject to adjustment as approved by the Commission in contested case proceedings to ensure the recovery of approved incremental cost of compliance associated with the Company's REP.

The REP Surcharge will appear as a line item on the customer's bill.

**C10.2 Green Generation Program**

A. The Green Generation Program is offered as authorized by the Commission in Case Nos. U-13843, U-12915, U-14031, U-15320 and U-15433.

B. Energy Supply

The nature and quality of the service under the Green Generation Program is dependent on the availability of contracted renewable electric energy from renewable resources as secured by the Company. The Company's renewable resource portfolio shall conform to those technologies as provided for in 2000 PA 141, Section 10g(f) and to the energy certification standards selected by the Company. Requests for Proposals shall be issued as needed for the Green Generation Program and the Company shall enter into contracts with successful bidders based on the availability of funding from the Green Generation Program Fund, as more fully described herein. The amount of energy available to eligible customers from available renewable resources is limited by the amount of renewable energy secured under contract, the actual amount of energy delivered to the Company, and the availability of funding from the Green Generation Program Fund.

The Company will attempt, but does not guarantee, to provide customers with energy from certified Renewable Energy Suppliers. (Also see Section D, Customer Participation, and Section J, Company Termination of the Green Generation Program.)

**SURCHARGES**

<b>Rate Schedule</b>	<b>Renewable Energy Plan Surcharge (Case No. U-16581) Effective beginning the August 2012 Bill Month<sup>(5)</sup></b>	<b>Energy Efficiency Electric Program Surcharge (Case No. U-16670) Effective beginning the June 2012 Bill Month<sup>(3)</sup></b>	<b>Energy Efficiency Self-Directed Customer Surcharge (Case No. U-16670) Effective beginning the June 2012 Bill Month<sup>(2)</sup></b>
Residential Rates	\$ 0.52/billing meter	\$0.002280/kWh	NA
Rate GS and GSD <sup>(1)</sup>			
Tier 1: 0 – 1,250 kWh/mo.	\$ 0.90/billing meter	\$ 1.34/billing meter	\$ 0.04/billing meter
Tier 2: 1,251 – 5,000 kWh/mo.	\$ 3.60/billing meter	\$ 7.33/billing meter	\$ 0.20/billing meter
Tier 3: 5,001 – 30,000 kWh/mo.	\$ 7.20/billing meter	\$ 44.29/billing meter	\$ 1.17/billing meter
Tier 4: 30,001 – 50,000 kWh/mo.	\$ 10.80/billing meter	\$ 44.29/billing meter	\$ 1.17/billing meter
Tier 5: > 50,000 kWh/mo.	\$ 14.40/billing meter	\$ 44.29/billing meter	\$ 1.17/billing meter
Rate GP, GPD and MMPP <sup>(1)</sup>			
Tier 1: 0 – 5,000 kWh/mo.	\$ 3.60/billing meter	\$ 3.54/billing meter	\$ 0.10/billing meter
Tier 2: 5,001 – 10,000 kWh/mo.	\$ 10.80/billing meter	\$ 26.48/billing meter	\$ 0.72/billing meter
Tier 3: 10,001 – 30,000 kWh/mo.	\$ 18.00/billing meter	\$ 67.11/billing meter	\$ 1.80/billing meter
Tier 4: 30,001 – 50,000 kWh/mo.	\$ 36.00/billing meter	\$159.43/billing meter	\$ 4.26/billing meter
Tier 5: > 50,000 kWh/mo.	\$ 90.00/billing meter	\$743.82/billing meter	\$17.49/billing meter
Rate E-1	NA	NA	NA
Rate GSG-1	NA	NA	NA
Rate GSG-2	NA	NA <sup>(4)</sup>	NA
Rate GML			
Tier 1: 0 – 1,250 kWh/mo.	\$ 0.90/billing meter	NA	NA
Tier 2: 1,251 – 5,000 kWh/mo.	\$ 1.80/billing meter	NA	NA
Tier 3: >5,000 kWh/mo.	\$ 2.70/billing meter	NA	NA
Rate GUL	\$ 0.25/luminaire	NA	NA
Rate GU-XL	\$ 0.25/luminaire	NA	NA
Rate GU			
Tier 1: 0 – 1,250 kWh/mo.	\$ 0.20/billed account	NA	NA
Tier 2: 1,251 – 5,000 kWh/mo.	\$ 0.80/billed account	NA	NA
Tier 3: >5,000 kWh/mo.	\$ 1.40/billed account	NA	NA
Rate PA	NA	NA	NA
Rate ROA-R, ROA-S, ROA-P Schedule	NA	As in Delivery Rate Schedule	As in Delivery Rate

All Surcharges shall be applied on a monthly basis. The customer's consumption will be reviewed annually in the January bill month. Following the annual review, the customer may be subsequently moved to the Surcharge level for their applicable rate for the next billing period based on the customer's average consumption for the previous year. In situations where no historical consumption is available, the monthly Surcharge level will be based on the lowest consumption category for the secondary rate schedules or the lowest consumption category for primary rate schedules. No retroactive adjustment will be made due to the application of the REP or EE Surcharges associated with increases or decreases in consumption.

<sup>(1)</sup> ~~Customers taking the~~ Municipal Pumping ~~customers Service Provision~~ shall be excluded from the Renewable Energy Plan Surcharge.

<sup>(2)</sup> An eligible customer who files and implements a self-directed plan in compliance with Rule C12 is required to pay the Energy Efficiency Self-Directed Program Surcharge.

<sup>(3)</sup> An Energy Efficiency Program Surcharge will be in effect for the period of the June 2009 Bill Month through the December 2015 Bill Month. The amount may vary during specific months as authorized by the Michigan Public Service Commission. Applicable cases include Case Nos. U-15805, U-16302, U-16303, U-16412 and U-16670. The Surcharge for the period of the June 2012 Bill Month through the May 2013 Bill Month includes a financial incentive award approved by the Michigan Public Service Commission in Case No. U-16303. The Company will file a new tariff sheet to reflect the change in surcharges once the financial incentive recovery period has been completed.

<sup>(4)</sup> Rate GSG-2 Customers are eligible to opt-in to the Energy Efficiency Electric Program Surcharge for a two year pilot program beginning with the June 2012 bill month. A GSG-2 customer electing to participate in the Energy Efficiency Electric Program will be charged the GPD, Tier 5: > 50,000 kWh/mo rate of \$743.82 per billing meter per month.

<sup>(5)</sup> A Renewable Energy Plan Surcharge will be in effect for the period of the September 2009 Bill Month through the August 2029 Bill Month. The amount may vary during specific months as authorized by the Michigan Public Service Commission. Applicable cases include Case Nos. U-15805, U-16543 and U-16581.

**RATE CATEGORIES AND PROVISIONS**

<u>Description</u>	<u>Full Service</u>	<u>Retail Open Access</u>
<b>RESIDENTIAL SERVICE SECONDARY RATE RS</b>		
Residential	1000	2000
<u>Provisions</u>		
Residential With Income Assistance (RIA) *	Applicable	Applicable
<del>Residential With Life Support (RLS) *</del>	<del>Applicable</del>	<del>Applicable</del>
Residential With Senior Citizen (RSC) *	Applicable	Applicable
<del>Residential With Small Farm (RSF) *</del>	<del>Applicable</del>	<del>Applicable</del>
Residential With Direct Load Management (DLM)	1005	Not Applicable
Residential With Dynamic Pricing (RDP) **	1007	Not Applicable
Residential With Dynamic Pricing Rebate (RDPR) **	1008	Not Applicable
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable
<u>Non-Transmitting Meter Provision</u>	<u>Applicable</u>	<u>Applicable</u>
<b>RESIDENTIAL SERVICE TIME-OF-DAY SECONDARY RATE RT</b>		
Residential Time-of-Day	1010	2010
<u>Provisions</u>		
Residential Time-of-Day With Income Assistance (RIA) *	Applicable	Applicable
<del>Residential Time-of-Day With Life Support (RLS) *</del>	<del>Applicable</del>	<del>Applicable</del>
Residential Time-of-Day With Senior Citizen (RSC) *	Applicable	Applicable
<del>Residential Time-of-Day With Small Farm (RSF) *</del>	<del>Applicable</del>	<del>Applicable</del>
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable
<b>EXPERIMENTAL RESIDENTIAL PLUG-IN ELECTRIC VEHICLE CHARGING PROGRAM</b>		
Residential Electric Vehicle Service (REV-1)	1020	Not Applicable
Residential Electric Vehicle Service (REV-2)	1030	Not Applicable

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

\*\* Provision **shall not** be taken in conjunction with the Direct Load Management Provision or the Net Metering Program.

(Continued on Sheet No. D-6.10)

**RATE CATEGORIES AND PROVISIONS**  
(Continued From Sheet No. D-6.00)

<u>Description</u>	<u>Full Service</u>	<u>Retail Open Access</u>
<b>GENERAL SERVICE SECONDARY RATE GS</b>		
Commercial	1100	2100
Industrial	1110	2110
<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
Industrial With Educational Institution (GEI)	Applicable	Applicable
<del>Commercial With Municipal Pumping (GMP)</del>	<del>Applicable</del>	<del>Not Applicable</del>
Commercial Direct Load Management (DLM)	1118	Not Applicable
Industrial Direct Load Management (DLM)	1119	Not Applicable
Commercial With Dynamic Pricing*	1121	Not Applicable
Industrial With Dynamic Pricing*	1122	Not Applicable
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable
<u>Non-Transmitting Meter Provision</u>	<u>Applicable</u>	<u>Applicable</u>
<b>GENERAL SERVICE SECONDARY DEMAND RATE GSD</b>		
Commercial	1120	2120
Industrial	1130	2130
Commercial (100 kW Billing Demand Guarantee)	1140	2140
Industrial (100 kW Billing Demand Guarantee)	1150	2150
<u>Provisions</u>		
Commercial Resale	Applicable	Applicable
Commercial With Educational Institution (GEI)	Applicable	Applicable
Industrial With Educational Institution (GEI)	Applicable	Applicable
Commercial With Dynamic Pricing*	1156	Not Applicable
Industrial With Dynamic Pricing*	1157	Not Applicable
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable

\*Provision shall not be taken in conjunction with the DLM Provision, GEI Provision, ~~GMP Provision~~, or the Net Metering Program.

(Continued on Sheet No. D-~~6.20~~ ~~7.00~~)

**RATE CATEGORIES AND PROVISIONS**  
(Continued From Sheet No. D-6.10)

<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>		
<u>Commercial (Customer Voltage Level 1, 2, or 3) Resale</u>	<u>Applicable</u>	<u>Applicable</u>
Commercial (Customer Voltage Level 1, 2, or 3) With Educational Institution (GEI)	Applicable	Applicable
<del>Commercial With Municipal Pumping (GMP)</del>	<del>Applicable</del>	<del>Not Applicable</del>
Commercial (Customer Voltage Level 1, 2, or 3) With Dynamic Pricing*	1211	Not Applicable
Industrial (Customer Voltage Level 1, 2, or 3) With Dynamic Pricing*	1212	Not Applicable
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable
<b>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
<del>Commercial (Customer Voltage Level 1, 2, or 3) With Economic Development (GED)</del>	<del>Applicable</del>	<del>Applicable</del>
<del>Industrial (Customer Voltage Level 1, 2, or 3) With Economic Development (GED)</del>	<del>Applicable</del>	<del>Applicable</del>
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
<del>Industrial (Customer Voltage Level 1, 2, or 3) With Furnace/Melting (GFM)</del>	<del>Applicable</del>	<del>Applicable</del>
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
<del>Commercial (Customer Voltage Level 1, 2, or 3) With Municipal Pumping (GMP)</del>	<del>Applicable</del>	<del>Not Applicable</del>
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable

\*Provision shall not be taken in conjunction with the DLM Provision, GEI Provision, ~~GMP Provision~~, or the Net Metering Program.

(Continued on Sheet No. D-7.00)



**RATE CATEGORIES AND PROVISIONS**(Continued From Sheet No. D-6.~~2010~~)

<b>Description</b>	<b>Full Service</b>	<b>Retail Open Access</b>
<b><u>GENERAL SERVICE PRIMARY TIME-OF-USE PILOT RATE GPTU</u></b>		
<u>Commercial (Customer Voltage Level 1, 2 or 3)</u>	<u>1280</u>	<u>Not Applicable</u>
<u>Industrial (Customer Voltage Level 1, 2, or 3)</u>	<u>1285</u>	<u>Not Applicable</u>
<u>Provisions</u>		
<u>Net Metering Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Green Generation Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
<b>GENERAL SERVICE METAL MELTING PRIMARY PILOT RATE <u>MMPP</u></b>		
Industrial (Customer Voltage Level 1, 2, or 3)	1250	Not Applicable
<b>GENERAL SERVICE LARGE INDUSTRIAL ECONOMIC DEVELOPMENT PRIMARY RATE E-1</b>		
Industrial (Customer Voltage Level 1, 2 or 3)	1039	Not Applicable
<b>GENERAL SERVICE METERED LIGHTING RATE GML</b>		
Commercial - Secondary Metered Service	1400	Not Applicable
Commercial - Primary Metered Service	1405	Not Applicable
<u>Provisions</u>		
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable

\* Provisions shall not be taken in conjunction with the GEI provision, the GMP Provision or the Net Metering Program.

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

(Continued on Sheet No. D-7.10)

**RATE CATEGORIES AND PROVISIONS**  
(Continued From Sheet No. D-7.00)

<u>Description</u>	<u>Full Service</u>	<u>Retail Open Access</u>
<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>GENERAL SERVICE SELF GENERATION RATE GSG-1</b>		
Commercial - Secondary Service	1300	Not Applicable
Commercial - Secondary Demand Service	1305	Not Applicable
Industrial - Secondary Service	1310	Not Applicable
Industrial - Secondary Demand Service	1315	Not Applicable
<a href="#"><u>Provisions</u></a>		
<a href="#"><u>Green Generation</u></a>	<a href="#"><u>Applicable</u></a>	<a href="#"><u>Not Applicable</u></a>
<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
Commercial (Customer Voltage Level 1, 2, or 3) - Primary Service greater than 100 kW	1330	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
<a href="#"><u>Provisions</u></a>		
<a href="#"><u>Green Generation</u></a>	<a href="#"><u>Applicable</u></a>	<a href="#"><u>Not Applicable</u></a>

(Continued on Sheet No. D-8.00)

**RATE CATEGORIES AND PROVISIONS**

(Continued From Sheet No. D-7.10)

<b>Description</b>	<b>Full Service</b>	<b>Retail Open Access</b>
<b>GENERAL SERVICE METERED LIGHTING RATE GML</b>		
Commercial - Secondary Metered Service	1400	Not Applicable
Commercial - Primary Metered Service	1405	Not Applicable
<u>Provisions</u>		Not Applicable
Net Metering Program	Applicable	<a href="#">Not</a> Applicable
Voluntary Renewable Resources Program	Applicable	Not Applicable
<a href="#">Green Generation Program</a>	<a href="#">Applicable</a>	<a href="#">Not Applicable</a>
<b>GENERAL SERVICE UNMETERED LIGHTING RATE GUL</b>		
Commercial - Customer-Owned Incandescent Luminaire	1410	Not Applicable
Commercial - Customer-Owned Mercury Vapor Luminaire	1415	Not Applicable
Commercial - Customer-Owned High-Pressure Sodium Luminaire	1420	Not Applicable
Commercial - Customer-Owned Metal Halide Luminaire	1425	Not Applicable
Commercial - Company-Owned Incandescent Luminaire	1430	Not Applicable
Commercial - Company-Owned Fluorescent Luminaire	1435	Not Applicable
Commercial - Company-Owned Mercury Vapor Luminaire	1440	Not Applicable
Commercial - Company-Owned High-Pressure Sodium Luminaire	1445	Not Applicable
Commercial - Company-Owned Metal Halide Luminaire	1450	Not Applicable
Commercial - Outdoor Area Lighting	1455	Not Applicable
Industrial - Outdoor Area Lighting	1460	Not Applicable
<u>Provisions</u>		
Green Generation Program	Applicable	Not Applicable
<b>GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL</b>		
Commercial - Company-Owned Secondary Service, XL (50 - 99 watts)	1600	Not Applicable
Commercial - Company-Owned Secondary Service, XL (100 - 149 watts)	1605	Not Applicable
Commercial - Company-Owned Secondary Service, XL (150 - 199 watts)	1610	Not Applicable
Commercial - Company-Owned Secondary Service, XL (200 - 249 watts)	1615	Not Applicable
Commercial - Company-Owned Secondary Service, XL (250 - 299 watts)	1620	Not Applicable
Commercial - Company-Owned Secondary Service, XL (300 - 349 watts)	1625	Not Applicable
Commercial - Company-Owned Secondary Service, XL (350 - 400 watts)	1630	Not Applicable
Commercial - Customer-Owned Secondary Service, XL (50 - 99 watts)	1650	Not Applicable
Commercial - Customer-Owned Secondary Service, XL (100 - 149 watts)	1655	Not Applicable
Commercial - Customer-Owned Secondary Service, XL (150 - 199 watts)	1660	Not Applicable
Commercial - Customer-Owned Secondary Service, XL (200 - 249 watts)	1665	Not Applicable
Commercial - Customer-Owned Secondary Service, XL (250 - 299 watts)	1670	Not Applicable
Commercial - Customer-Owned Secondary Service, XL (300 - 349 watts)	1675	Not Applicable
Commercial - Customer-Owned Secondary Service, XL (350 - 400 watts)	1680	Not Applicable
<u>Provisions</u>		
<a href="#">Green Generation Program</a>	<a href="#">Applicable</a>	<a href="#">Not Applicable</a>
<b>GENERAL SERVICE UNMETERED RATE GU</b>		
Commercial - Secondary Service	1500	Not Applicable
<u>Provisions</u>		
Commercial - Lighting Service	Applicable	Not Applicable
Commercial - Traffic Lighting Service	Applicable	Not Applicable
Commercial - Cable Television (CATV) Service	Applicable	Not Applicable
Commercial - Wireless Access Service	Applicable	Not Applicable
Commercial - Security Camera Service	Applicable	Not Applicable
Green Generation Program	Applicable	Not Applicable
<b>GENERAL SERVICE SPECIAL CONTRACTS</b>		
Commercial	1150	Not Applicable
Commercial	1881	Not Applicable
Commercial	1850	Not Applicable
Industrial	1895	Not Applicable

**RESIDENTIAL SERVICE SECONDARY RATE RS****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, without the specific consent of the Company.

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:	<del>\$0.083791</del> <del>0.079797</del>	per kWh for the first 600 kWh per month during the billing months of June-September
	<del>\$0.118791</del> <del>0.129797</del>	per kWh for all kWh over 600 kWh per month during the billing months of June-September
	<del>\$0.083791</del> <del>0.079797</del>	per kWh for all 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-4.00.

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

System Access Charge:	\$7.00	per customer per month
Distribution Charge:	<del>\$0.043794</del> <del>0.037196</del>	per kWh for all kWh <del>for a Full Service customer</del>
	<del>\$0.037471</del>	<del>per kWh for all kWh for a ROA customer</del>

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

(Continued on Sheet No. D-10.00)

**RESIDENTIAL SERVICE SECONDARY RATE RS**  
**(Continued From Sheet No. D-9.00)**

**Monthly Rate: (Contd)**

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

When service is supplied to a Principal Residence Customer, where the household receives a Home Heating Credit (HHC) in the State of Michigan, a credit shall be applied during all billing months. For an income assistance customer to qualify for this credit the Company shall require annual evidence of the HHC energy draft or warrant. The customer may also qualify for this credit by meeting the requirements under Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Customers, R 460.102, Definitions. Confirmation shall be required by an authorized State or Federal agency to verify that the customer's total household income does not exceed 150% of the Federal poverty level.

The monthly credit for the residential Income Assistance Service Provision shall be applied as follows:

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

Income Assistance Credit: \$(7.00) per customer per month

This credit shall not be taken in conjunction with a credit ~~for the Life Support Service Provision (RLS)~~, for the Senior Citizen Service Provision (RSC), ~~or for the Small Farm Service Provision (RSP)~~.

**~~Life Support Service Provision (RLS):~~**

~~When service is supplied to a residence, which, in addition to normal household requirements, desires electric service for life support systems, a credit shall be applied during all billing months. To qualify for the life support credit, the customer must notify the Company that a member of the household is dependent upon electrical energy for the continuous operation of a life support system. A signed certificate must be provided by a licensed physician stating that a member of the household is dependent on electric energy for the operation of a life support device. For application of this credit, life support systems are considered to be such devices as a respirator, iron lung or kidney dialysis machine.~~

~~The monthly credit for the residential Life Support Service Provision shall be applied as follows:~~

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

~~Life Support Credit: \$(3.80) per customer per month~~

~~This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA), for the Senior Citizen Provision (RSC), or for the Small Farm Service Provision (RSP).~~

~~The RLS provision will be phased out over a five year period, terminating on or before October 5, 2013 in compliance with PA 286 of 2008; MCL 460.11.~~

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

**RESIDENTIAL SERVICE SECONDARY RATE RS**  
(Continued From Sheet No. D-10.00)

**Monthly Rate: (Contd)**

**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: \$(3.50) per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA), ~~for the Life Support Service Provision (RLS), or for the Small Farm Service Provision (RSF).~~

**Small Farm Service Provision (RSF):**

~~When service is supplied to a Principal Residence Customer, which, in addition to normal household requirements, desires electric service for the culture, processing and handling of products grown or used on the customer's farm, a credit shall be applied during all billing months. The qualifying small farm customer must be the owner and operator of the farm, a physical occupant of the main household which is used as the customer's principal residence, and the associated farm buildings/facilities must be located on the same premises as the main household. The customer, or prospective customer, may be required to provide evidence of income from the farm operation to qualify for the small farm provision.~~

~~The monthly credit for the residential Small Farm Service Provision shall be applied as follows:~~

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

~~Small Farm Credit: \$(3.80) per customer per month~~

~~This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA), for the Life Support Service Provision (RLS), or for the Senior Citizen Service Provision (RSC).~~

~~The RSF provision will be phased out over a five year period, terminating on or before October 5, 2013 in compliance with PA 286 of 2008; MCL 460.11.~~

**Direct Load Management Pilot (DLM):**

A customer in a single family residence who is taking service from the Company may be eligible to participate in the Company's voluntary electric central air conditioning, central heat pump, or other qualifying electric equipment Load Management Pilot. Customer eligibility to participate in this pilot is determined solely by the Company. The customer must be located within an area in which Advanced Metering Infrastructure (AMI) is deployed and fully operational for purposes of this pilot. The Company will accept a customer's central air conditioning, central heat pump, and other qualifying electric equipment under this pilot only if it has the capability to be controlled by the Company. Load Management of a customer's swimming pool pump is permitted under this provision only if the customer is allowing Load Management of their air conditioner or heat pump unit. The Company will install the required equipment at the customer's premises which will allow Load Management upon signal from the Company. 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-11.10)

## RESIDENTIAL SERVICE SECONDARY RATE RS

(Continued From Sheet No. D-11.00)

### Monthly Rate: (Contd)

#### Direct Load Management Pilot (DLM): (Contd)

The Company reserves the right to specify the term or duration of the pilot. The participating customer may elect to terminate service for any reason by providing the Company with thirty days' notice prior to the customer's next billing cycle. The customer's enrollment shall be terminated if the voluntary pilot 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.

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, they will forfeit the monthly credit for that 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 Direct Load Management Pilot.

The monthly **credit** for the Direct Load Management Pilot shall be applied as follows:

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

Direct Load Management Credit:	<del>\$(0.027424)</del>	per kWh for all kWh over 600 kWh during the billing months of June-September
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#### Residential Dynamic Pricing Pilot:

The Dynamic Pricing Pilot is a voluntary pilot available to Full Service residential customers taking service under the Company's RS tariff and whom have, or are selected to have, the required metering equipment and infrastructure installed. Customer eligibility to participate in this pilot is determined solely by the Company. The Company will furnish, install, maintain and own the required equipment at the customers' premises at the Company's expense for the duration of the pilot. Equipment installations must conform to the Company's specifications. By enrolling in the pilot, the customer agrees to participate in surveys and understands that the metering data will be used for pilot evaluation purposes.

The Company reserves the right to specify the term of duration of the pilot. The participating customer may elect to terminate service for any reason giving the Company thirty days' notice prior to the customer's next billing cycle. The customer's enrollment shall be terminated if the voluntary pilot ceases or for any reasons as provided for in Rule C1.3, Use of Service.

Deployment of the Residential Dynamic Pricing Pilot is at the sole discretion of the Company and is dependent upon installation of advanced metering infrastructure and supporting critical systems.

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

Upon enrollment of the customer in the pilot, the Company will place the customer in either the Residential Dynamic Pricing or the Residential Dynamic Pricing Rebate.

(Continued on Sheet No. D-11.20)

**RESIDENTIAL SERVICE SECONDARY RATE RS**  
(Continued From Sheet No. D-11.10)

**Monthly Rate: (Contd)**

**Residential Dynamic Pricing Pilot: (Contd)**

**Residential Dynamic Pricing (RDP)**

Customers placed under the RDP will be charged the power supply rates listed below in place of the standard RS tariff power supply rates for the summer months of June through September. Customers are able to manage electric costs by either reducing load during high cost pricing periods or shifting load from high cost pricing periods to lower cost pricing periods. The Company may select a subset of the RDP customers to be provided with additional technology at the Company's expense in order to measure the response difference between customers with and without the additional technology.

The Company may call up to eight critical peak events in the summer months of June through September, excluding weekends and holidays, for the on-peak hours of 2:00 PM to 6:00 PM. During a critical peak event, customers under the RDP will be charged the critical peak price in the place of the On-Peak power supply charge. Customers will be notified by 6:00 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer.

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

Summer Energy Charge

		<u>\$/kWh</u>	
Off-Peak	<u>\$0.063812</u>	<del>0.064610</del>	for the hours of 12:00 AM to 7:00 AM and 11:00 PM to 12:00 AM
Mid-Peak	<u>\$0.083565</u>	<del>0.084610</del>	for the hours of 7:00 AM to 2:00 PM and 6:00 PM to 11:00 PM
On-Peak	<u>\$0.132947</u>	<del>0.134610</del>	for the hours of 2:00 PM to 6:00 PM
Critical Peak Pricing	\$0.500000		for the hours of 2:00 PM to 6:00 PM during a critical peak event day

**Residential Critical Peak Rebate (RDPR)**

Customers placed under the RDPR will be charged the power supply prices listed below in place of the standard RS tariff power supply rates for the summer months of June through September. Customers can manage their electric costs by either reducing load during the high cost pricing periods or shifting load from high cost pricing periods to lower cost pricing periods. The Company will provide a subset of the RDPR customers with additional technology at the Company's expense in order to measure the response difference between customers with and without the additional technology.

(Continued on Sheet No. D-11.30)



**RESIDENTIAL SERVICE SECONDARY RATE RS**  
(Continued From Sheet No. D-11.20)**Monthly Rate: (Contd)****Residential Dynamic Pricing Pilot: (Contd)****Residential Dynamic Pricing Rebate (RDPR) (Contd)**

The Company may call up to eight critical peak events in the summer months of June through September, excluding weekends and holidays, for the on-peak hours of 2:00 PM to 6:00 PM. During a critical peak event, customers under the RDPR will be credited the critical peak rebate for incremental energy reductions. The customer's incremental energy reduction will be the difference between a customer's baseline hourly consumption and their recorded hourly consumption during a critical peak event. The customer's baseline consumption is the hourly average consumption from the prior five non-event business days. Customers will be notified by 6:00 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer.

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

**Summer Energy Charge**

		<u>\$/kWh</u>
Off-Peak	\$ <del>0.064402</del> <del>0.065207</del>	for the hours of 12:00 AM to 7:00 AM and 11:00 PM to 12:00 AM
Mid-Peak	\$ <del>0.080056</del> <del>0.081057</del>	for the hours of 7:00 AM to 2:00 PM and 6:00 PM to 11:00 PM
On-Peak	\$ <del>0.181093</del> <del>0.183358</del>	for the hours of 2:00 PM to 6:00 PM
Critical Peak Pricing	\$(0.500000)	for the hours of 2:00 PM to 6:00 PM during a critical peak event day

(Continued on Sheet No. D-12.00)

**RESIDENTIAL SERVICE SECONDARY RATE RS**  
(Continued From Sheet No. D-11.30)

**Monthly Rate: (Contd)**

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C11., 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.B, Net Metering Definitions.

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

**Non-Transmitting Meter Provision:**

*A customer who chooses a non-transmitting meter is subject to the provisions contained in Rule C5.5, 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 applicable REP Surcharge and EE Surcharge shown on Sheet D-2.10 and the System Access Charge included in the rate, adjusted for any service provision credit.

**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 Gas Residential Service, R 460.122, Allowable Charges.

**Term and Form of Contract:**

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

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**EXPERIMENTAL RESIDENTIAL PLUG-IN ELECTRIC VEHICLE CHARGING PROGRAM****Availability:**

The Experimental Residential Plug-In Electric Vehicle Charging Program is a voluntary pilot available to Full Service residential customers. Upon enrollment of the customer in the program, the customer may choose one of the following options:

**Option 1 - Residential Home and Plug-in Electric Vehicle Time-of-Day Rate (REV-1)** – Level 1 or Level 2 Charging of an electric vehicle combined with household electric usage such as space conditioning, cooking, water heating, refrigeration, clothes drying, incineration or lighting based upon on-peak, mid-peak and off-peak periods and through a single meter.

**Option 2 - Residential Plug-In Electric Vehicle Only Time-of-Day Rate (REV-2)** – Level 2 Charging of the electric vehicle based upon on-peak, mid-peak and off-peak periods through a separate meter. Electric usage for the household will be billed under the RS or RT Rate Schedule.

“Level 1 Charging” is defined as voltage connection of 120 volts and a maximum load of 12 amperes or 1.4 kVA.

“Level 2 Charging” is defined as voltage connection of either 240 volts or 208 volts and a maximum load of 32 amperes or 7.7 kVA at 240 volts or 6.7 kVA at 208 volts.

“Electric Vehicle Supply Equipment (EVSE)” is defined as the conductors, including the ungrounded, grounded and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of delivering energy from the premise wiring to the electric vehicle.

Vehicles shall be registered and operable on public highways in the State of Michigan to qualify for this rate. Low-speed electric vehicles including golf carts are not eligible to take service under this rate 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 program.

The total connected load of the home including the electric vehicle charging shall not exceed 10 kW, without the specific consent of the Company.

Customers shall not back-feed or transmit stored energy from the electric vehicle’s battery to the Company’s distribution system.

Through December 31, 2012, the first 2,500 customers participating in this program may choose to have the Company reimburse up to \$2,500 toward purchase of Company approved Electric Vehicle Supply Equipment (EVSE) if not otherwise provided, installation of the EVSE and a separately metered circuit as applicable. Installation must conform to Company specifications.

**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.

**Monthly Rate:****Option 1 – REV-1:**

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

Energy Charge:

	<u>\$/kWh</u>	
Off-Peak – Summer	<u>\$0.045890</u> <del>0.029969</del>	per kWh for all Off-Peak kWh during the billing months of June-September
Mid-Peak – Summer	<u>\$0.102228</u> <del>0.106634</del>	per kWh for all Mid-Peak kWh during the billing months of June-September
On-Peak – Summer	<u>\$0.177228</u> <del>0.181634</del>	per kWh for all On-Peak kWh during the billing months of June-September
Off-Peak – Winter	<u>\$0.045890</u> <del>0.029969</del>	per kWh for all Off-Peak kWh during the billing months of October-May
On-Peak – Winter	<u>\$0.085563</u> <del>0.089969</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-4.00.

(Continued on Sheet No. D-13.20)

**EXPERIMENTAL RESIDENTIAL PLUG-IN ELECTRIC VEHICLE CHARGING PROGRAM**  
(Continued from Sheet No. D-13.10)**Monthly Rate (Continued):****Delivery Charges:** These charges are applicable to Full Service customers.

System Access Charge: \$7.00 per customer per month

Distribution Charge: \$0.043794 ~~0.037196~~ 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-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

**General Terms:**

These rates are subject to all general terms and conditions shown on Sheet No. D-1.00.

**Option 2 – REV-2:****Power Supply Charges:** These charges are applicable to Full Service customers.

Energy Charge:

\$/kWhOff-Peak – Summer \$0.045890 ~~0.029969~~ per kWh for all Off-Peak kWh during the billing months of June-SeptemberMid-Peak – Summer \$0.102228 ~~0.106634~~ per kWh for all Mid-Peak kWh during the billing months of June-SeptemberOn-Peak – Summer \$0.177228 ~~0.181634~~ per kWh for all On-Peak kWh during the billing months of June-SeptemberOff-Peak – Winter \$0.045890 ~~0.029969~~ per kWh for all Off-Peak kWh during the billing months of October-MayOn-Peak – Winter \$0.085563 ~~0.089969~~ 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-4.00.

**Delivery Charges:** These charges are applicable to Full Service customers.Distribution Charge: \$0.043794 ~~0.037196~~ for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00. The REP Surcharge shown on Sheet No. D-2.10 shall not apply.

**General Terms:**

These rates are subject to all general terms and conditions shown on Sheet No. D-1.00.

(Continued on Sheet No. D-13.30)

## RESIDENTIAL SERVICE TIME-OF-DAY SECONDARY RATE RT

### Availability:

Subject to any restrictions, this rate is available to any residential customer desiring electric service who chooses to have their electric consumption metered based upon on-peak and off-peak periods. In addition, this rate is available to customers desiring electric service for electric vehicle battery charging where such service is in addition to all other household requirements. Battery charging service is limited to four-wheel vehicles licensed for operation on public streets and highways. 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, without the specific consent of the Company.

Service under this rate is limited to 10,000 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.

On-Peak Energy Charge:	<del>\$0.106978</del>	<del>0.106314</del>	per kWh for all kWh during the billing months of June-September
Off-Peak Energy Charge:	<del>\$0.076858</del>	<del>0.076314</del>	per kWh for all kWh during the billing months of June-September
On-Peak Energy Charge:	<del>\$0.085284</del>	<del>0.076314</del>	per kWh for all kWh during the billing months of October-May
Off-Peak Energy Charge:	<del>\$0.078070</del>	<del>0.066314</del>	per kWh for all 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-4.00.

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

System Access Charge:	\$7.00	per customer per month
Distribution Charge:	<del>\$0.043794</del>	<del>0.037196</del> per kWh for all kWh
	<del>\$0.037471</del>	<del>per kWh for all kWh for a ROA customer</del>

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

### Income Assistance Service Provision (RIA):

When service is supplied to a Principal Residence Customer, where the household receives a Home Heating Credit (HHC) in the State of Michigan, a credit shall be applied during all billing months. For an income assistance customer to qualify for this credit, the Company shall require annual evidence of the HHC energy draft or warrant. The customer may also qualify for this credit if the requirements under Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Customers, R 460.102 are met. Confirmation shall be required by an authorized State or Federal agency to verify that the customer's total household income does not exceed 150% of the Federal poverty level.

The monthly credit for the residential Income Assistance Service Provision shall be applied as follows:

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

Income Assistance Credit:	\$(7.00)	per customer per month
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This credit shall not be taken in conjunction with a credit for ~~the Life Support Service Provision (RLS)~~, the Senior Citizen Service Provision (RSC) ~~or for the Small Farm Service Provision (RSF)~~.

**RESIDENTIAL SERVICE TIME-OF-DAY SECONDARY RATE RT**  
(Continued From Sheet No. D-14.00)

**Monthly Rate: (Contd)**

**~~Life Support Service Provision (RLS):~~**

~~When service is supplied to a residence, which, in addition to normal household requirements, desires electric service for life support systems, a credit shall be applied during all billing months. To qualify for the life support credit, the customer must notify the Company that a member of the household is dependent upon electrical energy for the continuous operation of a life support system. A signed certificate must be provided by a licensed physician stating that a member of the household is dependent on electric energy for the operation of a life support device. For application of this credit, life support systems are considered to be such devices as a respirator, iron lung or kidney dialysis machine. The monthly credit for the residential Life Support Service Provision shall be applied as follows:~~

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

~~Life Support Credit: — \$(3.80) — per customer per month~~

~~This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA), the Senior Citizen Service Provision (RSC) or for the Small Farm Service Provision (RSF).~~

~~The RLS provision will be phased out over a five year period, terminating on or before October 5, 2013 in compliance with PA 286 of 2008; MCL 460.11.~~

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

When service is supplied to the Principle 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: \$(3.50) per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA), ~~for the Life Support Service Provision (RLS) or for the Small Farm Service Provision (RSF).~~

**~~Small Farm Service Provision (RSF):~~**

~~When service is supplied to a Principal Residence Customer, which, in addition to normal household requirements, desires electric service for the culture, processing and handling of products grown or used on the customer's farm, a credit shall be applied during all billing months. The qualifying small farm customer must be the owner and operator of the farm, a physical occupant of the main household which is used as the customer's principal residence, and the associated farm buildings/facilities must be located on the same premises as the main household. The customer, or prospective customer, may be required to provide evidence of income from the farm operation to qualify for the small farm provision.~~

~~The monthly credit for the residential Small Farm Service Provision shall be applied as follows:~~

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

~~Small Farm Credit: — \$(3.80) — per customer per month~~

~~This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA), for the Life Support Service Provision (RLS) or for the Senior Citizen Service Provision (RSC).~~

~~The RSF provision will be phased out over a five year period, terminating on or before October 5, 2013 in compliance with PA 286 of 2008; MCL 460.11.~~

(Continued on Sheet No. D-16.00)

**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) self-generation service, (v) resale for lighting service, or (vi) 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:	<del>\$0.099744</del>	<del>0.096380</del>	per kWh for all kWh during the billing months of June-September
	<del>\$0.090732</del>	<del>0.081380</del>	per kWh for all 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-4.00.

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

System Access Charge: \$20.00 per customer per month

Distribution Charge:	<del>\$0.037011</del>	<del>0.033670</del>	per kWh for all kWh <del>for a Full Service Customer</del>
	<del>\$0.031860</del>		<del>per kWh for all kWh for a ROA Customer</del>

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

**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.

(Continued on Sheet No. D-19.00)

**GENERAL SERVICE SECONDARY RATE GS**  
(Continued From Sheet No. D-18.00)**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.**

Educational Institution Credit:	<del>\$(0.001079)</del> <del>(0.004207)</del>	per kWh for all kWh during the billing months of June-September for a Full Service Customer
	<del>\$(0.001029)</del> <del>(0.004157)</del>	per kWh during the billing months of October-May for Full Service Customer
	<del>\$(0.000384)</del> <del>0.000349</del>	per kWh for all kWh for a Retail Open Access Customer

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.

**~~Municipal Pumping Service Provision (GMP):~~**

~~When service is supplied 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 secondary voltage service for public potable water pumping and/or waste water system(s), a credit shall be applied during all billing months.~~

~~The monthly credit for the Municipal Pumping Service Provision shall be applied as follows:~~

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

<del>Municipal Pumping Credit:</del>	<del>\$(0.004058)</del>	<del>per kWh for all kWh during the billing months of June-September</del>
	<del>\$(0.003375)</del>	<del>per kWh for all kWh during the billing months of October-May</del>

~~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.~~

~~The GMP provision will be phased out over a five year period, terminating on or before October 5, 2013 in compliance with PA 286 of 2008; MCL 460.11.~~

(Continued on Sheet No. D-19.10)



## GENERAL SERVICE SECONDARY RATE GS

(Continued From Sheet No. D-19.00)

### Monthly Rate: (Contd)

#### Direct Load Management Pilot (DLM):

A General Service Secondary Rate GS customer who is taking service from the Company may be eligible to participate in the Company's voluntary electric central air conditioning, central heat pump or other qualifying electric equipment Load Management Pilot. Customer eligibility to participate in this pilot is determined solely by the Company. The customer must be located within an area in which Advanced Metering Infrastructure (AMI) is deployed and fully operational for purposes of this provision. The Company will accept a customer's electric central air conditioning, central heat pump and other qualifying electric equipment under this pilot only if it has the capability to be controlled by the Company. Load Management of a customer's swimming pool pump is permitted under this provision only if the customer is allowing Load Management of their air conditioner or heat pump unit. This provision is not open to resale customers or customers taking the GEI or GMP provisions under Rate GS. The Company will install the required equipment at the customer's premises which will allow Load Management upon signal from the Company. 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 of duration of the pilot. The participating customer may elect to terminate service for any reason by providing the Company with thirty days' notice prior to the customer's next billing cycle. The customer's enrollment shall be terminated if the voluntary pilot ceases, if the customer tampers with the control switch or the Company's equipment or for 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.

The customer may contact the Company 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 customer will forfeit the monthly credit for that 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 Direct Load Management Pilot.

The monthly **credit** for the Direct Load Management Pilot shall be applied as follows:

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

Direct Load Management Credit: \$(0.025099) (~~0.027424~~) per kWh for all kWh over 1,200 kWh  
during the billing months of June-September

#### Dynamic Pricing Pilot:

The Dynamic Pricing Pilot is a voluntary pilot available at the discretion of the Company to Full Service Customers taking service under the Company's GS tariff and whom have, or are selected to have, the required metering equipment and infrastructure installed. Customer eligibility to participate in this pilot is determined solely by the Company. The Company will furnish, install, maintain and own the required equipment at the customers' premises at the Company's expense for the duration of the pilot. Equipment installations must conform to the Company's specifications. By enrolling in the pilot, the customer agrees to participate in surveys and understands that the metering data will be used for pilot evaluation purposes. This pilot shall not be taken in conjunction with the DLM Provision, the GEI Provision, the GMP Provision or Net Metering.

(Continued on Sheet No. D-20.00)

**GENERAL SERVICE SECONDARY RATE GS**  
(Continued From Sheet No. D-19.10)

**Monthly Rate: (Contd)**

**Dynamic Pricing Pilot: (Cont)**

The Company reserves the right to specify the term of duration of the pilot. The participating customer may elect to terminate service for any reason giving the Company thirty days' notice prior to the customer's next billing cycle. The customer's enrollment shall be terminated if the voluntary pilot ceases or for any reasons as provided for in Rule C1.3, Use of Service.

Deployment of the General Service Dynamic Pricing Pilot is at the sole discretion of the Company and is contingent upon installation of advanced metering infrastructure and supporting critical systems.

Customers that choose to participate in the Dynamic Pricing Pilot will be charged the power supply prices listed below in place of the standard GS tariff power supply rates for the summer months of June through September. Customers can manage their electric costs by either reducing load during high cost pricing periods or shifting load from high cost pricing periods to lower cost pricing periods. The Company may select a subset of the Dynamic Pricing Pilot customers to be provided with additional technology at the Company's expense in order to measure the response difference between customers with and without the additional technology.

The Company may call up to eight critical peak events in the summer months of June through September, excluding weekends and holidays, for the on-peak hours of 2:00 PM to 6:00 PM. During a critical peak event, customers will be charged the critical peak price in the place of the on-peak power supply charge. Customers will be notified by 6:00 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer.

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

Summer Energy Charge

		<u>\$/kWh</u>	
Off-Peak	\$ <del>0.060693</del> <del>0.058646</del>		for the hours of 12:00 AM to 7:00 AM and 11:00 PM to 12:00 AM
Mid-Peak	\$ <del>0.084838</del> <del>0.081977</del>		for the hours of 7:00 AM to 2:00 PM and 6:00 PM to 11:00 PM
On-Peak	\$ <del>0.121952</del> <del>0.117839</del>		for the hours of 2:00 PM to 6:00 PM
Critical Peak Pricing	\$0.500000		for the hours of 2:00 PM to 6:00 PM during a critical peak event day

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C11., 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.B, Net Metering Definitions.

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

(Continued on Sheet D-21.00)

**GENERAL SERVICE SECONDARY RATE GS**  
(Continued from Sheet No. D-20.00)

**Monthly Rate: (Contd)**

**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 provision contained in Rule C10.2, Green Generation Program.

**Non-Transmitting Meter Provision:**

A customer who chooses a non-transmitting meter is subject to the provisions contained in Rule C5.5, 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 applicable REP Surcharge and EE Surcharge shown on sheet D-2.10 and the System Access Charge included in the rate. 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 Municipal Pumping Service Provision, (vii)~~ service under the Net Metering 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.

## 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) self-generation service, (iv) resale for lighting service, or (v) 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.

Capacity Charge:	<del>\$10.00</del> <del>9.00</del>	per kW for all kW of Peak Demand during the billing months of June-September
	<del>\$8.00</del> <del>7.00</del>	per kW for all kW of Peak Demand during the billing months of October-May
Energy Charge:	<del>\$0.073607</del> <del>0.071036</del>	per kWh for all kWh during the billing months of June-September
	<del>\$0.064595</del> <del>0.056036</del>	per kWh for all 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-4.00.

#### 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:	\$1.00	per kW for all kW of Peak Demand
Distribution Charge:	<del>\$0.026714</del> <del>0.023825</del>	per kWh for all kWh <del>for a Full Service customer</del>
	<del>\$0.022130</del>	<del>per kWh for all kWh for a ROA customer</del>

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

**GENERAL SERVICE SECONDARY DEMAND RATE GSD**  
**(Continued From Sheet No. D-23.00)**

**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.

Educational Institution Credit:      \$~~(0.023504)~~ ~~(0.022024)~~ per kWh for all kWh during the billing months of  
June-September for a Full Service Customer  
\$~~(0.020504)~~ ~~(0.019024)~~ per kWh for all kWh during the billing months of  
October-May for a Full Service Customer  
\$~~(0.000771)~~ ~~(0.000935)~~ per kWh for all kWh for a Retail Open Access  
Customer

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.

**Dynamic Pricing Pilot:**

The Dynamic Pricing Pilot is a voluntary pilot available at the discretion of the Company to Full Service Customers taking service under the Company's GSD tariff and whom have, or are selected to have, the required metering equipment and infrastructure installed. Customer eligibility to participate in this pilot is determined solely by the Company. The Company will furnish, install, maintain and own the required equipment at the customers' premises at the Company's expense for the duration of the pilot. Equipment installations must conform to the Company's specifications. By enrolling in the pilot, the customer agrees to participate in surveys and understands that the metering data will be used for pilot evaluation purposes. This pilot shall not be taken in conjunction with the GEI Provision or Net Metering.

The Company reserves the right to specify the term of duration of the pilot. The participating customer may elect to terminate service for any reason giving the Company thirty days' notice prior to the customer's next billing cycle. The customer's enrollment shall be terminated if the voluntary pilot ceases or for any reasons as provided for in Rule C1.3, Use of Service.

Deployment of the General Service Dynamic Pricing Pilot is at the sole discretion of the Company and is contingent upon installation of advanced metering infrastructure and supporting critical systems.

Customers that choose to participate in the Dynamic Pricing Pilot will be charged the power supply prices listed below in place of the standard GSD tariff power supply rates for the summer months of June through September. Customers can manage their electric costs by either reducing load during high cost pricing periods or shifting load from high cost pricing periods to lower cost pricing periods. The Company may select a subset of the Dynamic Pricing customers to be provided with additional technology at the Company's expense in order to measure the response difference between customers with and without the additional technology.

**(Continued on Sheet No. D-25.00)**

**GENERAL SERVICE SECONDARY DEMAND RATE GSD**

(Continued From Sheet No. D-24.00)

**Monthly Rate: (Contd)****Dynamic Pricing Pilot: (Contd)**

The Company may call up to eight critical peak events in the summer months of June through September, excluding weekends and holidays, for the on-peak hours of 2:00 PM to 6:00 PM. During a critical peak event, customers will be charged the critical peak price in the place of the on-peak power supply charge. Customers will be notified by 6:00 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer.

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

Capacity Charge	<u>\$10.00</u> <del>9.00</del>	per kW for all kW of Peak Demand during the billing months of June through September
Off-Peak	<u>\$0.020676</u> <del>0.019954</del>	per kWh for the hours of 12:00 AM to 7:00 AM and 11:00 PM to 12:00 AM
Mid-Peak	<u>\$0.061602</u> <del>0.059450</del>	per kWh for the hours of 7:00 AM to 2:00 PM and 6:00 PM to 11:00 PM
On-Peak	<u>\$0.107531</u> <del>0.103775</del>	per kWh for the hours of 2:00 PM to 6:00 PM
Critical Peak Pricing	\$0.500000	per kWh for the hours of 2:00 PM to 6:00 PM during a critical peak event day

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C11., 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.B, Net Metering Definitions.

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

**General Terms:**

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

**Minimum Charge:**

The applicable REP Surcharge and EE Surcharge shown on sheet D-2.10 and capacity charges and the System Access Charge included in the rate.

**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.

(Continued on Sheet No. D-26.00)

**GENERAL SERVICE PRIMARY RATE GP****Availability:**

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 ~~resale purposes or 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 (CVL 3)

Energy Charge:	<del>\$0.094589</del> <del>0.090046</del>	per kWh for all kWh during the billing months of June-September
	<del>\$0.085577</del> <del>0.075046</del>	per kWh for all kWh during the billing months of October-May

Charges for Customer Voltage Level 2 (CVL 2)

Energy Charge	<del>\$0.089865</del> <del>0.089046</del>	per kWh for all kWh during the billing months of June-September
	<del>\$0.080853</del> <del>0.074046</del>	per kWh for all kWh during the billing months of October-May

Charges for Customer Voltage Level 1 (CVL 1)

Energy Charge	<del>\$0.087330</del> <del>0.087046</del>	per kWh for all kWh during the billing months of June-September
	<del>\$0.078318</del> <del>0.072046</del>	per kWh for all 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-4.00.

(Continued on Sheet No. D-27.10)

**GENERAL SERVICE PRIMARY RATE GP**  
(Continued From Sheet No. D-27.00)

**Monthly Rate: (Contd)**

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

System Access Charge: \$50.00 per customer per month

Charges for Customer Voltage Level 3 (CVL 3)

Distribution Charge: \$0.016057 ~~0.018732~~ per kWh for all kWh ~~for a Full Service Customer~~  
~~\$0.017228~~ per kWh for all kWh for a ROA Customer

Charges for Customer Voltage Level 2 (CVL 2)

Distribution Charge: \$0.014057 ~~0.012732~~ per kWh for all kWh ~~for a Full Service Customer~~  
~~\$0.011228~~ per kWh for all kWh for a ROA Customer

Charges for Customer Voltage Level 1 (CVL 1)

Distribution Charge: \$0.010557 ~~0.008732~~ per kWh for all kWh ~~for a Full Service Customer~~  
~~\$0.007228~~ per kWh for all kWh for a ROA Customer

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

**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, 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.

Substation Ownership Credit: \$(0.000528) ~~(0.000437)~~ per kWh for all kWh

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.

(Continued on Sheet No. D-28.00)



## GENERAL SERVICE PRIMARY RATE GP

(Continued From Sheet No. D-27.10)

### 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.**

Educational Institution Credit ~~for Customer Voltage Level 3 (CVL 3):~~

~~\$(0.006867) (0.008474)~~ per kWh for all kWh during the billing months of June-September for a Full Service Customer

~~\$(0.006567) (0.008174)~~ per kWh for all kWh during the billing months of October-May for a Full Service Customer

~~\$(0.001350) (0.002692)~~ per kWh for all kWh for a Retail Open Access Customer

~~Educational Institution Credit for Customer Voltage Level 2 (CVL 2):~~

~~\$(0.007965) per kWh for all kWh during the billing months of June-September for a Full Service Customer~~

~~\$(0.007665) per kWh for all kWh during the billing months of October-May for a Full Service Customer~~

~~\$(0.002183) per kWh for all kWh for a Retail Open Access Customer~~

~~Educational Institution Credit for Customer Voltage Level 1 (CVL 1):~~

~~\$(0.007631) per kWh for all kWh during the billing months of June-September for a Full Service Customer~~

~~\$(0.007331) per kWh for all kWh during the billing months of October-May for a Full Service Customer~~

~~\$(0.001849) per kWh for all kWh for a Retail Open Access Customer~~

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.

#### ~~Municipal Pumping Service Provision (GMP):~~

~~When service is supplied 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 public potable water pumping and/or waste water system(s), a credit shall be applied during all billing months.~~

~~The monthly credit for the Municipal Pumping Service Provision shall be applied as follows:~~

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

~~Municipal Pumping Credit: \$(0.001816) per kWh for all kWh during the billing months of June-September~~

~~\$(0.001489) per kWh for all kWh during the billing months of October-May~~

(Continued on Sheet No. D-29.00)

**GENERAL SERVICE PRIMARY RATE GP**  
(Continued From Sheet No. D-28.00)

**Monthly Rate: (Contd)**

**~~Municipal Pumping Service Provision (GMP): (Contd)~~**

~~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.~~

~~The GMP provision will be phased out over a five year period terminating on or before October 5, 2013 in compliance with PA 286 of 2008; MCL 460.11.~~

**Dynamic Pricing Pilot**

The Dynamic Pricing Pilot is a voluntary pilot available at the discretion of the Company to Full Service Customers taking service under the Company's GP tariff and whom have, or are selected to 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 for the duration of the pilot. Equipment installations must conform to the Company's specifications. By enrolling in the pilot, the customer agrees to participate in surveys and understands that the metering data will be used for pilot evaluation purposes. This pilot shall not be taken in conjunction with the GEI Provision, the GMP Provision or Net Metering.

The Company reserves the right to specify the term of duration of the pilot. The participating customer may elect to terminate service for any reason giving the Company thirty days' notice prior to the customer's next billing cycle. The customer's enrollment shall be terminated if the voluntary pilot ceases or for any reasons as provided for in Rule C1.3, Use of Service.

Customers that choose to participate in the Dynamic Pricing Pilot will be charged the power supply prices listed below in place of the standard GP tariff power supply rates for the summer months of June through September. Customers can manage their electric costs by either reducing load during high cost pricing periods or shifting load from high cost pricing periods to lower cost pricing periods. The Company may select a subset of the Dynamic Pricing customers to be provided with additional technology at the Company's expense in order to measure the response difference between customers with and without the additional technology.

Deployment of the General Service Dynamic Pricing Pilot is at the sole discretion of the Company and is contingent upon installation of advanced metering infrastructure and supporting critical systems.

The Company may call up to eight critical peak events in the summer months of June through September, excluding weekends and holidays, for the on-peak hours of 2:00 PM to 6:00 PM. During a critical peak event, customers will be charged the critical peak price in the place of the On-Peak power supply charge. Customers will be notified by 6:00 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer.

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

**Summer Energy Charge for Customer Voltage Level 3 (CVL 3)**

\$/kWh

Off-Peak	<del>\$0.064117</del> <del>0.061038</del>	for the hours of 12:00 AM to 7:00 AM and 11:00 PM to 12:00 AM
Mid-Peak	<del>\$0.080329</del> <del>0.076471</del>	for the hours of 7:00 AM to 2:00 PM and 6:00 PM to 11:00 PM
On-Peak	<del>\$0.128739</del> <del>0.122556</del>	for the hours of 2:00 PM to 6:00 PM
Critical Peak Pricing	\$0.500000	for the hours of 2:00 PM to 6:00 PM during a critical peak event day

**Summer Energy Charge for Customer Voltage Level 2 (CVL 2)**

\$/kWh

Off-Peak	<del>\$0.060915</del> <del>0.060360</del>	for the hours of 12:00 AM to 7:00 AM and 11:00 PM to 12:00 AM
Mid-Peak	<del>\$0.076317</del> <del>0.075621</del>	for the hours of 7:00 AM to 2:00 PM and 6:00 PM to 11:00 PM
On-Peak	<del>\$0.122310</del> <del>0.121195</del>	for the hours of 2:00 PM to 6:00 PM
Critical Peak Pricing	\$0.500000	for the hours of 2:00 PM to 6:00 PM during a critical peak event day

(Continued on Sheet No. D-29.10)

**GENERAL SERVICE PRIMARY RATE GP**  
(Continued From Sheet No. D-29.00)**Monthly Rate: (Contd)****Dynamic Pricing Pilot (Contd)**

Summer Energy Charge for Customer Voltage Level 1 (CVL 1)

		<u>\$/kWh</u>	
Off-Peak	\$ <u>0.059197</u>	<del>0.059004</del>	for the hours of 12:00 AM to 7:00 AM and 11:00 PM to 12:00 AM
Mid-Peak	\$ <u>0.074164</u>	<del>0.073923</del>	for the hours of 7:00 AM to 2:00 PM and 6:00 PM to 11:00 PM
On-Peak	\$ <u>0.118860</u>	<del>0.118473</del>	for the hours of 2:00 PM to 6:00 PM
Critical Peak Pricing	\$0.500000		for the hours of 2:00 PM to 6:00 PM during a critical peak event day

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C11., 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.B, Net Metering Definitions.

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

**General Terms:**

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

**Minimum Charge:**

The applicable REP Surcharge and EE Surcharge shown on sheet D-2.10 and the System Access charge included in the rate.

**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 shall 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 ~~Municipal Pumping Service Provision~~, (iv) service under the Net Metering Program, or (v) 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.

**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 self-generation 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 (CVL 3)

Capacity Charge:	\$13.00	per kW of On-Peak Billing Demand during the billing months of June-September
	\$11.00	per kW of On-Peak Billing Demand during the billing months of October-May
Energy Charge:	<del>\$0.092630</del>	per kWh for all On-Peak kWh during the billing months of June-September
	<del>0.089475</del>	
	<del>\$0.062630</del>	per kWh for all Off-Peak kWh during the billing months of June-September
	<del>0.059475</del>	
	<del>\$0.062630</del>	per kWh for all On-Peak kWh during the billing months of October-May
	<del>0.059475</del>	
	<del>\$0.052630</del>	per kWh for all Off-Peak kWh during the billing months of October-May
	<del>0.049475</del>	

Charges for Customer Voltage Level 2 (CVL 2)

Capacity Charge:	\$12.00	per kW of On-Peak Billing Demand during the billing months of June-September
	\$10.00	per kW of On-Peak Billing Demand during the billing months of October-May
Energy Charge:	<del>\$0.087906</del>	per kWh for all On-Peak kWh during the billing months of June-September
	<del>0.088475</del>	
	<del>\$0.057906</del>	per kWh for all Off-Peak kWh during the billing months of June-September
	<del>0.058475</del>	
	<del>\$0.057906</del>	per kWh for all On-Peak kWh during the billing months of October-May
	<del>0.058475</del>	
	<del>\$0.047906</del>	per kWh for all Off-Peak kWh during the billing months of October-May
	<del>0.048475</del>	

(Continued on Sheet No. D-31.10)

**GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-31.00)**Monthly Rate: (Contd)****Power Supply Charges: These charges are applicable to Full Service Customers. (Contd)**Charges for Customer Voltage Level 1 (CVL 1)

Capacity Charge:	\$11.00	per kW of On-Peak Billing Demand during the billing months of June-September
	\$9.00	per kW of On-Peak Billing Demand during the billing months of October-May
Energy Charge:	<del>\$0.085371</del> <del>0.086475</del>	per kWh for all On-Peak kWh during the billing months of June-September
	<del>\$0.055371</del> <del>0.056475</del>	per kWh for all Off-Peak kWh during the billing months of June-September
	<del>\$0.055371</del> <del>0.056475</del>	per kWh for all On-Peak kWh during the billing months of October-May
	<del>\$0.045371</del> <del>0.046475</del>	per kWh for all Off-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-4.00.

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

System Access Charge:	\$100.00	per customer per month
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Charges for Customer Voltage Level 3 (CVL 3)

Capacity Charge:	\$1.00	per kW of Maximum Demand
Distribution Charge:	<del>\$0.008107</del> <del>0.010443</del>	per kWh for all kWh <del>for a Full Service Customer</del>
	<del>\$0.008898</del>	per kWh for all kWh for a ROA Customer

Charges for Customer Voltage Level 2 (CVL 2)

Capacity Charge:	\$0.50	per kW of Maximum Demand
Distribution Charge:	<del>\$0.006107</del> <del>0.008443</del>	per kWh for all kWh <del>for a Full Service Customer</del>
	<del>\$0.006898</del>	per kWh for all kWh for a ROA Customer

Charges for Customer Voltage Level 1 (CVL 1)

Capacity Charge:	\$0.30	per kW of Maximum Demand
Distribution Charge:	<del>\$0.002607</del> <del>0.004943</del>	per kWh for all kWh <del>for a Full Service Customer</del>
	<del>\$0.003398</del>	per kWh for all kWh for a ROA Customer

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

**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 .800, the capacity charges shall be adjusted as follows:

- If the average Power Factor during the billing period is .900 or higher, the capacity charges plus the substation ownership credit shall be reduced by 2%. This credit shall not in any case be used to reduce the prescribed Minimum Charge.
- If the average Power Factor during the billing period is less than .800, the capacity charges shall be increased by the ratio that .800 bears to the customer's average Power Factor during the billing period. The capacity charges plus the substation ownership credit shall not be increased when the On-Peak Billing Demand is based on a minimum billing demand.

(Continued on Sheet No. D-32.00)

**GENERAL SERVICE PRIMARY DEMAND RATE GPD**

(Continued From Sheet No. D-31.10)

**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 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.

**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.**

Substation Ownership Credit:      \$(0.30)      per kW of Maximum Demand

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.

**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.

~~This provision shall not be taken in conjunction with General Economic Development Service Provision GED.~~

(Continued on Sheet No. D-33.00)

**GENERAL SERVICE PRIMARY DEMAND RATE GPD**

**(Continued From Sheet No. D-32.00)**

**Monthly Rate: (Contd)**

**Economic Development Service Provision (GED):**

~~This provision is available to any existing customers on previous rate schedule General Service Economic Development Primary Rate E-2. The Company shall place the existing Rate E-2 customers on this service provision based upon the number of years they have been taking service under Rate E-2. These customers shall be placed on this service provision for a contract term with a remaining term equal to 60 months minus their term of service under Rate E-2. Upon completion of the existing contract, these customers may execute a new contract under this service provision for a term which ends on or before October 5, 2013 provided the customer has an increase in connected load of at least 1,000 kW. The customer shall, at that time, show proof of a bona fide increase in connected load which exceeds their most recent 12-month Maximum Demand by at least 1,000 kW. The increase in connected load cannot be due to business closure, sale or relocation of work from another facility in Michigan, fuel switching or process replacement situations.~~

~~This provision is also available to any new customers who have a bona fide increase in connected load of at least 1,000 kW of Maximum Demand. The increase in connected load cannot be due to business closure, sale or relocation of work from another facility in Michigan, fuel switching or process replacement situations. These customers may execute a contract under this service provision for a term which ends on or before October 5, 2013. The Company is not obligated to independently investigate or substantiate the customer's claims in the customer's certification.~~

~~A customer who relocates from another Michigan regulated utility's service territory to a Consumers Energy service territory shall not be eligible to receive service under this provision unless the customer exceeds their most recent 12-month Maximum Demand by at least 1,000 kW. The customer new to the Company's service territory shall be metered in accordance with the availability clause on this rate schedule.~~

~~All customers shall elect one of two ways to measure the incremental load under this provision:~~

- ~~(1) The customer shall separately meter their load. All associated metering costs shall be the responsibility of the customer.~~
- ~~(2) The Company shall establish an average monthly kilowatt-hour and kilowatt base using the customer's most recent 12-month historical billing data. The customer shall receive a discount for any kilowatt-hours and kilowatts used in excess of the established monthly kilowatt-hour and kilowatt base in any billing month for the term of this customer's remaining contracted Economic Development Service Provision.~~

~~Once enrolled, the customer must maintain 75% of the incremental contracted Maximum Demand, in addition to their base load, over the term of the contract. If the annual average incremental Maximum Demand falls below the 75% floor at any time within the term of the contract, the Company shall remove the customer from this provision and the customer shall be required to return 50% of the GED credit distributed to them for the corresponding year in which the customer was removed from this provision.~~

~~If any new and/or relocating customer requires an extended period of time to achieve the increase in connected load, the customer shall provide the Company written notice indicating the anticipated date in which they expect to reach the 1,000 kW minimum load requirement. Once the customer achieves the minimum load requirement, the customer shall begin receiving the appropriate credit under this service provision based upon the time elapsed from the written notification date until the actual 1,000 kW requirement is met.~~

~~The monthly credit for the Economic Development Service Provision shall be structured using a decreasing scale of percentages over the term of the contract and applied as follows:~~

<del>1st 12 Months.....</del>	<del>30 %</del>
<del>2nd 12 Months.....</del>	<del>27 %</del>
<del>3rd 12 Months.....</del>	<del>22 %</del>
<del>4th 12 Months.....</del>	<del>15 %</del>
<del>5th 12 Months.....</del>	<del>6 %</del>

**(Continued on Sheet No. D-34.00)**

## GENERAL SERVICE PRIMARY DEMAND RATE GPD

(Continued From Sheet No. D-33.00)

### Monthly Rate: (Contd)

#### ~~Economic Development Service Provision (GED): (Contd)~~

~~The GED credit shall be calculated by taking the incremental base rate revenue (excluding surcharges and the PSCR factor) times the corresponding percentage for a given year. The result shall then be deducted from the customer's bill.~~

~~This provision shall not be taken in conjunction with either the General Aggregate Peak Demand Service Provision (GAP) or the General Educational Institution Service Provision (GEI).~~

~~The GED provision will terminate October 5, 2013.~~

#### 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 for Customer Voltage Level 3 (CVL 3):

~~\$(0.012141)~~ ~~(0.019769)~~ per kWh for all kWh during the billing months of June-September for a Full Service Customer

~~\$(0.010141)~~ ~~(0.017769)~~ per kWh for all kWh during the billing months of October-May for a Full Service Customer

~~\$(0.001078)~~ ~~(0.006329)~~ per kWh for all kWh for a ROA Customer

Educational Institution Credit for Customer Voltage Level 2 (CVL 2):

~~\$(0.007283)~~ ~~(0.017990)~~ per kWh for all kWh during the billing months of June-September for a Full Service Customer

~~\$(0.005283)~~ ~~(0.015990)~~ per kWh for all kWh during the billing months of October-May for a Full Service Customer

~~\$(0.001078)~~ ~~(0.004550)~~ per kWh for all kWh for a ROA Customer

Educational Institution Credit for Customer Voltage Level 1 (CVL 1):

~~\$(0.003893)~~ ~~(0.015419)~~ per kWh for all kWh during the billing months of June-September for a Full Service Customer

~~\$(0.001893)~~ ~~(0.013419)~~ per kWh for all kWh during the billing months of October-May for a Full Service Customer

~~\$(0.001078)~~ ~~(0.001979)~~ per kWh for all kWh for a ROA Customer

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.

This provision shall not be taken in conjunction with General Economic Development Service Provision (GED).

(Continued on Sheet No. D-34.10)



**GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-34.00)**Monthly Rate: (Contd)****Furnace/Metal Melting Service Provision (GFM):**

~~This provision is only available to existing customers on previous rate schedule General Service Electric Furnace Primary Rate J. This provision is closed to any new business on or after June 20, 2008.~~

~~The monthly credit for the Furnace/Metal Melting Service Provision shall be applied as follows:~~

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

<del>Furnace/Metal Melting Credit:</del>	<del>\$(1.55)</del>	<del>per kW of On Peak Billing Demand during the billing months of June-September</del>
	<del>\$(1.24)</del>	<del>per kW of On Peak Billing Demand during the billing months of October-May</del>

~~The GFM provision will be phased out in compliance with PA 286 of 2008; MCL 460.11.~~

**Interruptible Service Provision (GI):**

This provision is available to any customer account willing to contract for at least ~~1,000~~ 700 kW of On-Peak Billing Demand as interruptible. The Company reserves the right to limit the amount of load contracted as interruptible, but in no case shall it exceed 50,000 kW. The aggregate amount of monthly On-Peak Billing Demand subscribed under this provision shall be limited to 250,000 kW.

The customer may choose to have the interruptible load separately metered. The customer shall bear any expense incurred by the Company in providing a separate service for the interruptible portion of an existing customer load. The customer must provide space suitable for the separate metering.

(Continued on Sheet No. D-35.00)

**GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-34.10)

**Monthly Rate: (Contd)**

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

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. All contracts under this provision shall be negotiated on an annual basis. Within 10 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.

The minimum On-Peak Billing Demand that shall be billed for the interruptible portion of a customer's bill is the contracted interruptible amount. At the Company's discretion, the customer may reduce the contracted amount one time within the annual contract period.

Any load designated as interruptible by the customer is also subject to Midwest Independent Transmission System Operator (MISO) requirements as determined by the Company and 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.

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 endeavor to provide notice in advance of probable interruption, and if possible, a second notice of positive interruption. However, this service shall be interrupted immediately upon notice should the Company deem such action necessary. 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 \$50.00 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:	\$(6.00)	per kW of On-Peak Billing Demand during the billing months of June-September
	\$(4.00)	per kW of On-Peak Billing Demand during the billing months of October-May

(Continued on Sheet No. D-35.10)

**~~GENERAL SERVICE PRIMARY DEMAND RATE GPD~~**  
**~~(Continued From Sheet No. D-35.00)~~**

**~~Monthly Rate: (Contd)~~**

**~~Municipal Pumping Service Provision (GMP):~~**

~~When service is supplied 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 public potable water pumping and/or waste water system(s), a credit shall be applied during all billing months.~~

~~The monthly credit for the Municipal Pumping Service Provision shall be applied as follows:~~

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

<del>Municipal Pumping Credit:</del>	<del>\$(1.48) — per kW of On Peak Billing Demand during the billing months of June-September</del>
	<del>\$(1.17) — per kW of On Peak Billing Demand during the billing months of October-May</del>

~~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.~~

~~The GMP provision will be phased out over a five year period terminating on or before October 5, 2013 in compliance with PA 286 of 2008; MCL 460.11.~~

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**~~(Continued on Sheet No. D-36.00)~~**

**GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-35.10)

**Monthly Rate: (Contd)**

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C11., 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.B, Net Metering Definitions.

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

**General Terms:**

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

**Minimum Charge:**

The applicable REP Surcharge and EE Surcharge shown on sheet D-2.10 and the capacity charges and the System Access Charge included in the rate.

**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 shall 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 Economic Development Service Provision, (vi) service under the Furnace/Metal Melting Service Provision, (vii) service under the Interruptible Service Provision, (viii) service under the Market Indexed Service Provision, (ix) service under the Municipal Pumping Service Provision, (x) service under the Green Generation Program,~~ or (vi xi) 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.

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### GENERAL SERVICE PRIMARY TIME-OF-USE PILOT RATE GPTU

#### Availability:

Subject to any restrictions, this experimental General Service Primary Time-of-Use (GPTU) Pilot Rate is available to any Full Service Customer with a Maximum Demand of 5 MW or less taking service at the Company's Primary Voltage level. This rate is limited to 50 MW of Maximum Demand capacity.

If the capacity of all customers requesting service in writing under this rate exceeds 50 MW of Maximum Demand capacity, capacity to be served on Pilot rate GPTU will be awarded based on a random selection system. If capacity does not exceed 50 MW of Maximum Demand capacity, capacity will be awarded on a first come, first served basis. Ten business days before the effective date of this pilot rate, the Company will review the Maximum Demand capacity of all customers requesting service in writing to determine if a lottery is necessary.

This pilot rate is effective for bills rendered during the billing month which begins a minimum of thirty days after issuance of the final Order in Case No. U-17087 and remains in effect for five years.

#### 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.

#### Schedule of Hours:

The following schedule shall apply Monday through Friday (except holidays designated by the Company):

##### Summer:

<u>Off-Peak Hours:</u>	<u>12:00 AM to 6:00 AM and 11:00 PM to 12:00 AM</u>
<u>Low-Peak Hours:</u>	<u>6:00 AM to 2:00 PM and 6:00 PM to 11:00 PM</u>
<u>Mid-Peak Hours:</u>	<u>2:00 PM to 3:00 PM and 5:00 PM to 6:00 PM</u>
<u>High-Peak Hours:</u>	<u>3:00 PM to 5:00 PM</u>

##### Winter:

<u>Off-Peak Hours:</u>	<u>12:00 AM to 4:00 PM and 8:00 PM to 12:00 AM</u>
<u>Mid-Peak Hours:</u>	<u>4:00 PM to 5:00 PM and 7:00 PM to 8:00 PM</u>
<u>High-Peak Hours:</u>	<u>5:00 PM to 7:00 PM</u>

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.

(Continued on Sheet No. D-36.20)

**GENERAL SERVICE PRIMARY TIME-OF-USE PILOT RATE GPTU**

(Continued from Sheet No. D-36.10)

**Monthly Rate:**

**Power Supply Charges:**

Charges for Customer Voltage Level 3 (CVL 3)

Energy Charge:

<u>Off-Peak - Summer</u>	<u>\$0.067924</u>	<u>per kWh during the calendar months of June - September</u>
<u>Low-Peak - Summer</u>	<u>\$0.087924</u>	<u>per kWh during the calendar months of June - September</u>
<u>Mid-Peak - Summer</u>	<u>\$0.107924</u>	<u>per kWh during the calendar months of June - September</u>
<u>High-Peak - Summer</u>	<u>\$0.132924</u>	<u>per kWh during the calendar months of June - September</u>
<u>Off-Peak - Winter</u>	<u>\$0.072924</u>	<u>per kWh during the calendar months of October - May</u>
<u>Mid-Peak - Winter</u>	<u>\$0.087924</u>	<u>per kWh during the calendar months of October - May</u>
<u>High-Peak - Winter</u>	<u>\$0.102924</u>	<u>per kWh during the calendar months of October - May</u>

Charges for Customer Voltage Level 2 (CVL 2)

Energy Charge:

<u>Off-Peak - Summer</u>	<u>\$0.063200</u>	<u>per kWh during the calendar months of June - September</u>
<u>Low-Peak - Summer</u>	<u>\$0.083200</u>	<u>per kWh during the calendar months of June - September</u>
<u>Mid-Peak - Summer</u>	<u>\$0.103200</u>	<u>per kWh during the calendar months of June - September</u>
<u>High-Peak - Summer</u>	<u>\$0.128200</u>	<u>per kWh during the calendar months of June - September</u>
<u>Off-Peak - Winter</u>	<u>\$0.068200</u>	<u>per kWh during the calendar months of October - May</u>
<u>Mid-Peak - Winter</u>	<u>\$0.083200</u>	<u>per kWh during the calendar months of October - May</u>
<u>High-Peak - Winter</u>	<u>\$0.098200</u>	<u>per kWh during the calendar months of October - May</u>

Charges for Customer Voltage Level 1 (CVL 1)

Energy Charge:

<u>Off-Peak - Summer</u>	<u>\$0.060665</u>	<u>per kWh during the calendar months of June - September</u>
<u>Low-Peak - Summer</u>	<u>\$0.080665</u>	<u>per kWh during the calendar months of June - September</u>
<u>Mid-Peak - Summer</u>	<u>\$0.100665</u>	<u>per kWh during the calendar months of June - September</u>
<u>High-Peak - Summer</u>	<u>\$0.125665</u>	<u>per kWh during the calendar months of June - September</u>
<u>Off-Peak - Winter</u>	<u>\$0.065665</u>	<u>per kWh during the calendar months of October - May</u>
<u>Mid-Peak - Winter</u>	<u>\$0.080665</u>	<u>per kWh during the calendar months of October - May</u>
<u>High-Peak - Winter</u>	<u>\$0.095665</u>	<u>per kWh during the calendar months of October - May</u>

**Delivery Charges:**

System Access Charge: \$100.00 per customer per month

Charges for Customer Voltage Level 3 (CVL 3):

<u>Capacity Charge:</u>	<u>\$1.00</u>	<u>per kW of Maximum Demand</u>
<u>Distribution Charge:</u>	<u>\$0.008107</u>	<u>per kWh for all kWh for a Full Service customer</u>

Charges for Customer Voltage Level 2 (CVL 2):

<u>Capacity Charge:</u>	<u>\$0.50</u>	<u>per kW of Maximum Demand</u>
<u>Distribution Charge:</u>	<u>\$0.006107</u>	<u>per kWh for all kWh for a Full Service customer</u>

Charges for Customer Voltage Level 1 (CVL 1):

<u>Capacity Charge:</u>	<u>\$0.30</u>	<u>per kW of Maximum Demand</u>
<u>Distribution Charge:</u>	<u>\$0.002607</u>	<u>per kWh for all kWh for a Full Service customer</u>

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

(Continued on Sheet No. D-36.30)

**GENERAL SERVICE PRIMARY TIME-OF-USE PILOT RATE GPTU**

**(Continued from Sheet No. D-36.20)**

**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 .800, the capacity charges shall be adjusted as follows:

- (a) If the average Power Factor during the billing period is .900 or higher, the capacity charges plus the substation ownership credit shall be reduced by 2%. 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 .800, the capacity charges shall be increased by the ratio that .800 bears to the customer's average Power Factor during the billing period.

**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 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 substation ownership credit shall be applied as follows:

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

Substation Ownership Credit:      \$(0.30)      per kW of Maximum Demand

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.

**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.

**General Terms:**

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

**Minimum Charge:**

The applicable REP Surcharge and EE Surcharge shown on Sheet D-2.10 and the capacity charges and the System Access Charge included in the rate.

**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 require a written contract with a minimum term of one year.

**METAL MELTING PRIMARY PILOT RATE****Availability:**

Subject to any restrictions, this experimental Metal Melting Primary Pilot Rate (MMPP) 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. This rate is limited to existing metal melting customers ~~currently~~ taking service under the Company's Furnace/Metal Melting Service Provision (GFM) on June 7, 2012, the date of the final order in Case No. U-16794. An additional 50 MW of Maximum Demand capacity will be available on a first-come, first-served basis to Full Service customers with new electric metal melting load not previously served by the Company. 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.

This pilot commences with service rendered on and after June 8, 2012 and remains in effect for five years.

**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.

For purposes of this pilot, the appropriate measure of market price is the Real-Time LMP for the Company's retail aggregating node CONS.CETR established by the Midwest Independent Transmission System Operator (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. 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 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.

Metal Melting Primary Pilot 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 ~~Critical Peak~~ Event.

**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:	3:00 PM to 5:00 PM 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:	5:00 PM to 7:00 PM during a Critical Peak Event

(Continued on Sheet No. D-37.10)



**METAL MELTING PRIMARY PILOT RATE**

(Continued from Sheet No. D-37.00)

**Schedule of Hours: (Contd)**

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 (CVL 3)

## Energy Charge:

Off-Peak - Summer	<del>\$0.050120</del> <del>0.045356</del>	per kWh during the calendar months of June - September
Low-Peak - Summer	<del>\$0.072220</del> <del>0.065356</del>	per kWh during the calendar months of June - September
Mid-Peak - Summer	<del>\$0.094321</del> <del>0.085356</del>	per kWh during the calendar months of June - September
High-Peak - Summer	<del>\$0.121946</del> <del>0.110356</del>	per kWh during the calendar months of June - September
Critical Peak - Summer	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>\$0.055645</del> <del>0.050356</del>	per kWh during the calendar months of October - May
Mid-Peak - Winter	<del>\$0.072220</del> <del>0.065356</del>	per kWh during the calendar months of October - May
High-Peak - Winter	<del>\$0.088795</del> <del>0.080356</del>	per kWh during the calendar months of October - May
Critical Peak - Winter	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 2 (CVL 2)

## Energy Charge:

Off-Peak - Summer	<del>\$0.048068</del> <del>0.044356</del>	per kWh during the calendar months of June - September
Low-Peak - Summer	<del>\$0.069742</del> <del>0.064356</del>	per kWh during the calendar months of June - September
Mid-Peak - Summer	<del>\$0.091416</del> <del>0.084356</del>	per kWh during the calendar months of June - September
High-Peak - Summer	<del>\$0.118508</del> <del>0.109356</del>	per kWh during the calendar months of June - September
Critical Peak - Summer	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>\$0.053487</del> <del>0.049356</del>	per kWh during the calendar months of October - May
Mid-Peak - Winter	<del>\$0.069742</del> <del>0.064356</del>	per kWh during the calendar months of October - May
High-Peak - Winter	<del>\$0.085998</del> <del>0.079356</del>	per kWh during the calendar months of October - May
Critical Peak - Winter	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-37.20)

**METAL MELTING PRIMARY PILOT RATE**

(Continued from Sheet No. D-37.10)

**Power Supply Charges: (Contd)**Charges for Customer Voltage Level 1 (CVL 1)

## Energy Charge:

Off-Peak - Summer	<del>\$0.046894</del> <del>0.042356</del>	per kWh during the calendar months of June - September
Low-Peak - Summer	<del>\$0.069036</del> <del>0.062356</del>	per kWh during the calendar months of June - September
Mid-Peak - Summer	<del>\$0.091179</del> <del>0.082356</del>	per kWh during the calendar months of June - September
High-Peak - Summer	<del>\$0.118857</del> <del>0.107356</del>	per kWh during the calendar months of June - September
Critical Peak - Summer	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>\$0.052429</del> <del>0.047356</del>	per kWh during the calendar months of October - May
Mid-Peak - Winter	<del>\$0.069036</del> <del>0.062356</del>	per kWh during the calendar months of October - May
High-Peak - Winter	<del>\$0.085643</del> <del>0.077356</del>	per kWh during the calendar months of October - May
Critical Peak - Winter	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	

**Delivery Charges:**

System Access Charge:	\$100.00	per customer per month
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Charges for Customer Voltage Level 3 (CVL 3):

Capacity Charge:	\$1.00	per kW of Maximum Demand
Distribution Charge:	<del>\$0.007118</del> <del>0.008875</del>	per kWh for all kWh for a Full Service Customer

Charges for Customer Voltage Level 2 (CVL 2):

Capacity Charge:	\$0.50	per kW of Maximum Demand
Distribution Charge:	<del>\$0.005118</del> <del>0.006875</del>	per kWh for all kWh for a Full Service Customer

Charges for Customer Voltage Level 1 (CVL 1):

Capacity Charge:	\$0.30	per kW of Maximum Demand
Distribution Charge:	<del>\$0.001618</del> <del>0.003375</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-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

**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 .800, the capacity charges shall be adjusted as follows:

- (a) If the average Power Factor during the billing period is .900 or higher, the capacity charges plus the substation ownership credit shall be reduced by 2%. 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 .800, the capacity charges shall be increased by the ratio that .800 bears to the customer's average Power Factor during the billing period.

(Continued on Sheet No. D-37.30)

**GENERAL SERVICE SELF GENERATION RATE GSG-1**  
**(Continued From Sheet No. D-40.10)**

**Monthly Rate: (Contd)**

**Adjustment for Power Factor:**

For all energy supplied by the Company, the adjustment for Power Factor shall be as provided for under the Customer's otherwise applicable Company Full Service firm Rate Schedule.

**System Access Charge:**

The System Access Charge shall be as provided for under the Customer's otherwise applicable Company Full Service firm Rate Schedule.

**Sales of Energy to the Company:**

**Administrative Cost Charge:**

\$0.0010 per kWh purchased for generation installations with a capacity of 100 kW or less.

**Energy Purchase:**

An energy purchase by the Company shall be bought at the Midwest Independent Transmission System Operator's (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) less \$0.005/kWh.

**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.

**Minimum Charge**

The minimum charge as provided for under the Customer's otherwise applicable Company Full Service firm Rate Schedule.

**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.

**Term and Form of Contract:**

Sales of energy to the Company under this rate shall require a written contract with a minimum term of one year.

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**GENERAL SERVICE SELF GENERATION RATE GSG-2**

(Continued From Sheet No. D-42.00)

**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 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.

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.

**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:	\$1.00	per kW of Standby Demand
Distribution Charge:	<del>\$0.008107</del> <del>0.010443</del>	per kWh for all kWh for a Full Service customer

Charges for Customer Voltage Level 2 (CVL 2)

Capacity Charge:	\$0.50	per kW of Standby Demand
Distribution Charge:	<del>\$0.006107</del> <del>0.008443</del>	per kWh for all kWh

Charges for Customer Voltage Level 1 (CVL 1)

Capacity Charge:	\$0.30	per kW of Standby Demand
Distribution Charge:	<del>\$0.002607</del> <del>0.004943</del>	per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

(Continued on Sheet No. D-44.00)

## GENERAL SERVICE SELF GENERATION RATE GSG-2

(Continued From Sheet No. D-44.00)

### Monthly Rate: (Contd)

#### 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.

### 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.

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**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: \$0.056887 ~~0.050562~~ per kWh for all kWh

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-4.00.

(Continued on Sheet No. D-47.00)

**GENERAL SERVICE METERED LIGHTING RATE GML**  
(Continued From Sheet No. D-46.00)

**Monthly Rate: (Contd)**

**Secondary Delivery Charge:**

System Access Charge: \$10.00 per customer per month

Distribution Charge: \$0.050752 ~~0.046222~~ per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

**Primary Power Supply Charge:**

Energy Charge: \$0.027917 ~~0.024813~~ per kWh for all kWh

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-4.00.

**Primary Delivery Charge:**

System Access Charge: \$20.00 per customer per month

Distribution Charge: \$0.037844 ~~0.033937~~ per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

**Net Metering Program:**

The Net Metering Program is available to any eligible customer as described in Rule C11., 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.B, Net Metering Program.

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

(Continued on Sheet No. D-48.00)

**GENERAL SERVICE UNMETERED LIGHTING RATE GUL**  
(Continued From Sheet No. D-50.10)**Monthly Rate:**

The charge per luminaire per month shall be:

<u>Type of Luminaire</u>	<u>Nominal Rating of Lamps (One Lamp per Luminaire) (1)</u>				<u>Service Charge per Luminaire (4)</u>	<u>Fixture Charge per Luminaire (4)</u>
	<u>Watts</u>	<u>Watts Including Ballast (2)</u>	<u>Lumens</u>			
Mercury Vapor (3)	100	128	3,500	\$6.29 <del>5.94</del>		\$6.00
Mercury Vapor (3)	175	209	7,500	10.27 <del>9.65</del>		6.00
Mercury Vapor (3)	250	281	10,000	13.81 <del>12.97</del>		6.00
Mercury Vapor (3)	400	458	20,000	19.07 <del>17.94</del>		6.00
Mercury Vapor (3)	700	770	35,000	28.99 <del>27.23</del>		6.00
Mercury Vapor (3)	1,000	1,080	50,000	39.80 <del>37.39</del>		6.00
High-Pressure Sodium (3)	70	83	5,000	4.08 <del>3.83</del>		6.00
High-Pressure Sodium	100	117	8,500	5.75 <del>5.40</del>		6.00
High-Pressure Sodium	150	171	14,000	8.40 <del>7.89</del>		6.00
High-Pressure Sodium (3)	200	247	20,000	12.14 <del>11.40</del>		6.00
High-Pressure Sodium	250	318	24,000	15.14 <del>14.22</del>		6.00
High-Pressure Sodium	400	480	45,000	22.11 <del>20.77</del>		6.00
Fluorescent (3)	380	470	20,000	14.74 <del>13.85</del>		6.00
Incandescent (3)	202	202	2,500	7.72 <del>7.25</del>		6.00
Incandescent (3)	305	305	4,000	9.09 <del>8.54</del>		6.00
Incandescent (3)	405	405	6,000	11.30 <del>10.62</del>		6.00
Incandescent (3)	690	690	10,000	15.73 <del>14.77</del>		6.00
Metal Halide	150	170	9,750	10.32 <del>9.69</del>		6.00
Metal Halide (3)	175	210	10,500	10.32 <del>9.69</del>		6.00
Metal Halide	250	290	15,500	14.25 <del>13.39</del>		6.00
Metal Halide	400	460	24,000	22.61 <del>21.23</del>		6.00

- (1) Ratings for fluorescent lighting apply to all lamps in one luminaire.
- (2) Watts including ballast used for monthly billing of the Power Supply Cost Recovery Factor, Securitization Charges and surcharges.
- (3) Rates apply to existing luminaires only and are not open to new business.
- (4) For customers who own their lighting fixtures and are assessed a Service Charge (but not a Fixture Charge), the charge per luminaire represents a 41.5 ~~39~~% Power Supply Charge and a 58.5 ~~64~~% Distribution Charge. For customers who do not own their lighting fixtures and are assessed both a Service Charge and a Fixture Charge, the charge per luminaire represents a 26.4 ~~24.2~~% Power Supply Charge and a 73.6 ~~75.8~~% Distribution Charge.

For energy conservation purposes, customers may, at their option, elect to have any or all luminaires served under this rate disconnected for a period of six months or more. The charge per luminaire per month, for each disconnected luminaire, shall be 40% of the monthly rate set forth above. However, should any such disconnected luminaire be reconnected at the customer's request after having been disconnected for less than six months, the monthly rate set forth above shall apply to the period of disconnection. An \$8.00 per luminaire disconnect/reconnect charge shall be made at the time of disconnection except that when the estimated disconnect/reconnect cost is significantly higher than \$8.00, the estimated cost per luminaire shall be charged.

For 24-hour mercury-vapor service, the charge per luminaire shall be 125% of the foregoing rates.

(Continued on Sheet No. D-52.00)



**GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL**

(Continued From Sheet No. D-54.01)

**Facilities Policy (contd):****Company-Owned Option (contd)**

- D. The Company will determine the type and size of all experimental 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 experimental lighting available under this rate.
- E. The Company shall determine all associated equipment necessary to provide service under the Company-Owned Unmetered Experimental Lighting option.
- F. Any charges, deposits or contributions may be required In Advance of commencement of construction.

**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:****Power Supply Charges:**

Energy Charge: \$0.056066 ~~0.049419~~ per kWh for all kWh

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-4.00.

**Delivery Charges Customer-Owned Option:**

Distribution Charge: \$0.050228 ~~0.045706~~ per kWh for all kWh

**Delivery Charges Company-Owned Option:**

Distribution Charge: \$0.079004 ~~0.077432~~ per kWh for all kWh

Fixture Charge per Luminaire: \$6.00 per month

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

**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:**

The calculation of monthly kilowatt-hours shall be determined by multiplying the total capacity requirements in kW (including the lamps, ballasts, drivers, and control devices) times the monthly Burning Hours as defined below. 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 Experimental 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.

(Continued on Sheet No. D-54.03)

**GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL**  
**(Continued From Sheet No. D-54.02)**

**Maintenance of Lighting:**

The Company shall replace or repair, at its own cost, Company-Owned Unmetered Experimental Lighting equipment that is out of service. If, for some reason, the Company is not able to make such restoration within one full billing month from the date the outage is first reported to the Company, the Company shall provide a credit to the customer's bill for unmetered lighting service. The credit shall be applied to the customer's bill beginning with the second full billing month after the outage is reported.

Outages caused by factors beyond the Company's reasonable control as provided for in Rules B10.1, Character of Service, and B12., 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.

**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.

**Term and Form of Contract:**

All service under this rate shall require a written contract with an initial term of two years or more.

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## 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: \$0.075677 ~~0.071032~~ per kWh for all kWh

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-4.00.

#### Delivery Charges:

System Access Charge: \$2.00 per customer per month

Distribution Charge: \$0.012752 ~~0.011707~~ per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.00 and the Securitization Charges shown on Sheet No. D-5.00.

(Continued From Sheet No. E-2.00)

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

**E1.4 Definitions (Contd)**

- (m) "Legally Authorized Person" means a person that has legal documentation or legal authority to enroll a Residential or Non-Residential customer into a binding contract. A Legally Authorized Person includes, but is not limited to, an individual with power of attorney or a corporate agent authorized to enter into contracts on a corporation's behalf.
- (~~n~~ n) "Marketer" means an entity which takes title to and sells Power. A Marketer may also act as a Retailer.
- (~~n~~ o) "Maximum Demand" means the highest 15-minute demand created during the current month or previous 11 months.
- (~~o~~ p) "Meter Data Management Agent (MDMA)" means the entity responsible for entering load and generation values to the MISO market.
- (~~p~~ q) "Midwest Independent Transmission System Operator (MISO)" means the independent nonprofit grid operator for the transmission of high voltage electricity across much of the Midwest.
- (~~q~~ r) "Point of Delivery (POD)" means the point where the Company transfers Power from the Company's Distribution System to the ROA Customer's service location.
- (~~r~~ s) "Point of Receipt (POR)" means the point where the Company receives Power for delivery through the Company's Distribution System to a ROA Customer.
- (~~s~~ t) "Power" means a combination of electric demand and energy which is usually expressed in Kilowatts (kW).
- (~~t~~ u) "Real Power Losses" means energy consumed in moving Power through the Company's Distribution System between the Point of Receipt and the Point of Delivery.
- (~~u~~ v) "Retail Open Access (ROA) Customer" means the end-user of electricity who takes ROA Service.
- (~~v~~ w) "Retail Open Access (ROA) Rate Schedule" means Retail Open Access Residential Secondary Rate ROA-R, Retail Open Access Secondary Rate ROA-S or Retail Open Access Primary Rate ROA-P.
- (~~w~~ x) "Retail Open Access (ROA) Service Contract" means the initial agreement, and any amendments or supplements thereto, relating to the service transactions to be provided for a Retailer and/or ROA Customer by the Company under ROA Service.
- (~~x~~ y) "Retailer" means an entity that has obtained and maintained an Alternative Electric Supplier (AES) license from the Commission, met its obligations to local governmental units to make retail sales of Power supply, has title to any Power they market and makes the retail sale of Power supply to a ROA Customer of the Company.
- (~~y~~ z) "Slamming" means an act of switching a customer's electric Power supplier without the customer's consent.
- (~~z~~ aa) "Transmission Service" means that service that provides for the movement of Power to the Company's Distribution System.
- (~~aa~~ bb) "Writing" or "Written" means all forms of writing including electronic and facsimiles.

(Continued on Sheet No. E-4.00)

(Continued From Sheet No. E-6.00)

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

**E2.2 Metering (Contd)**

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

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

The ROA Customer shall obtain a separate telephone line for such purposes paying all charges in connection therewith. The ROA Customer is responsible for assuring the performance of the telephone line or other communication links at the time of meter interrogation for billing purposes. If the Company is unable to access meter data electronically, the Company will retrieve the data manually. *If the Company is unable to access meter data electronically for two or more billing months within a 12 month period, the Company will assess a \$45 charge for the second and all subsequent manual meter reads unless the inability to access the meter data electronically is the fault of the Company. The ROA Customer will be notified of the \$45 manual meter read policy following the first incident requiring a manual meter read within the 12 month period.* In the event that the Company is unable to access meter data electronically for three consecutive months, the ROA Customer's ROA Service shall be terminated and the ROA Customer shall be transferred to Company Full Service and be subject to the "Return to Company Full Service" provision unless telephonic access failure is due to non-performance of the telecommunications service provider *or the Company.* The 60-day notice requirement to terminate the ROA Customer's service does not apply in the event the Company is unable to access the ROA Customer's meter data electronically for three consecutive months and is subsequently returned to Company Full Service. *In the event the Company is unable to access the meter data electronically for 12 consecutive months due to non-performance of the telecommunications service provider, the customer will be returned to full service.*

A hardship exception may be made for cases where installation of both land-line and cellular telephone service is impractical. The burden of proving hardship rests on the customer. If the hardship exception is granted, the customer's meter will be manually read once a month, on a date the Company selects, for an additional charge of \$45 month.

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

**E2.3 Character of Service**

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

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(Continued on Sheet No. E-8.00)

(Continued From Sheet No. E-19.00)

**E3. RETAILER SECTION (Contd)**

**E3.7 Load Profiling**

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

A. The Company will provide the Retailer with the rate class profile and applicable loss factor for the Retailer's customers as a basis for scheduling energy with MISO and reporting energy to MISO. The rate class profile will be the most recent profile approved for the Company by the MPSC.

B. Hourly Energy Reporting:

The Retailer or entity serving as the MDMA for the Retailer will report the hourly energy usage determined in (1) below to the MISO as the actual usage for the Retailer in the MISO energy market.

Hourly energy usage for MISO settlement shall be determined as follows:

- (1) The Power consumed by the Retailer's ROA Customers shall be determined as the total of (a) and (b) as follows:
  - (a) For customers with Interval Data Meters, by actual hourly energy usage, adjusted for losses.
  - (b) For customers with Energy-Only Registering Meters or Energy and Demand Registering Meters, hourly usage data for these customers will be determined by the use of the profile for the customer class to distribute the total weather adjusted usage (actual or estimated) in the billing period across all the hours in that billing period, adjusted for losses.

E3.8 Customer Protections

The maximum early termination fee for residential contracts of one year or less shall not exceed \$50. The maximum early termination fee for residential contracts of longer than one year shall not exceed \$100. It is the Retailer's responsibility to have a current valid contract with the customer at all times. Any contract that is not signed by the customer or legally authorized person shall be considered null and void. Only the customer account holder or legally authorized person shall be permitted to sign a contract. A Retailer and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a legally authorized person. For each customer, a Retailer must be able to demonstrate that a customer has made a knowing selection of the Retailer by at least one of the following verification records:

- (1) An original signature from the customer account holder or Legally Authorized Person.
- (2) Independent third party verification with an audio recording of the entire verification call.
- (3) An e-mail address if signed up through the Internet.

The Commission or its Staff may request a reasonable number of records from a Retailer to verify compliance with this customer verification provision and, in addition, may request records for any customer due to a dispute.

A Retailer must distribute a confirmation letter to residential customers by U.S. mail. The confirmation letter must be postmarked within seven (7) days of the customer or Legally Authorized Person signing a contract with the Retailer. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, the fixed or variable rate charged, the unconditional cancellation period, any early termination fee, the Retailer's phone number, the Commission's toll-free number and Company's emergency contact information.

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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 ) Case No. U-17087  
the generation and distribution of )  
electricity and for other relief. )  
\_\_\_\_\_)

PROOF OF SERVICE

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF JACKSON )

Sharon K. Davis, being first duly sworn, deposes and says that she is employed in the Legal Department of Consumers Energy Company; that on May 7, 2013, she served an electronic copy of the **“Settlement Agreement”** upon the persons listed in Attachment 1 hereto, at the e-mail addresses listed therein. She further states that she served a hard copy of same upon the Honorable Mark E. Cummins at the address listed in Attachment 1 hereto by depositing the same in the United States mail in the City of Jackson, Michigan with first-class postage thereon fully paid.

\_\_\_\_\_  
Sharon K. Davis

Subscribed and sworn to before me this 7<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
Dorothy H. Wright, Notary Public  
State of Michigan, County of Jackson  
My Commission Expires: 08/17/13  
Acting in the County of Jackson

**ATTACHMENT 1 TO CASE NO. U-17087**

**Administrative Law Judge**

Hon. Mark E. Cummins  
Administrative Law Judge  
525 W. Allegan  
Lansing, MI 48933  
E-Mail: cumminsm1@michigan.gov

**Counsel for the Michigan Public  
Service Commission Staff**

Anne M. Uitvlugt, Esq.  
Lauren D. Donofrio, Esq.  
Amit T. Singh, Esq.  
Assistant Attorneys General  
Public Service Division  
6520 Mercantile Way, Suite 1  
Lansing, MI 48911  
E-Mail: uitvlugta@michigan.gov  
donofriol@michigan.gov  
singha9@michigan.gov

**Michigan Public Service Commission  
Staff**

Gary Kitts  
Bill Stosik  
Dan Blair  
Brian Ballinger  
Paul Proudfoot  
Bob Nichols  
Heidi Myers  
Regulated Energy Division  
Michigan Public Service Commission  
4300 W. Saginaw  
Lansing, MI 48917  
E-Mail: kittsg@michigan.gov  
stosikb@michigan.gov  
blaird@michigan.gov  
ballingerb2@michigan.gov  
proudfootp@michigan.gov  
nicholsb1@michigan.gov  
myersh@michigan.gov

**Counsel for Energy Michigan**

Eric J. Schneidewind, Esq.  
Varnum, Riddering, Schmidt & Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933  
E-Mail: ejshneidewind@varnumlaw.com

**Counsel for the Michigan  
Environmental Council (“MEC”) and  
the Natural Resources Defense Council  
(“NRDC”)**

Christopher M. Bzdok, Esq.  
Emerson Hilton, Esq.  
Ruth Ann Liebzeit, Legal Assistant  
Kimberly Flynn, Legal Assistant  
Olson, Bzdok & Howard, P.C.  
420 E. Front Street  
Traverse City, MI 49686  
E-Mail: chris@envlaw.com  
emerson@envlaw.com  
ruthann@envlaw.com  
kimberly@envlaw.com

Jessie R. Rossman, Esq.  
Natural Resources Defense Council  
2 N. Riverside Plaza, Suite 2250  
Chicago, IL 60606  
E-Mail: jrossman@nrdc.org

**Consultant for the Michigan  
Environmental Council (“MEC”) and  
the Natural Resources Defense Council  
(“NRDC”)**

Rachel Wilson  
Synapse Energy Economics  
485 Massachusetts Avenue, Suite 2  
Cambridge, MA 02139  
E-Mail: rwilson@synapse-energy.com



**ATTACHMENT 1 TO CASE NO. U-17087**

**Counsel for Hemlock Semiconductor Corporation (“HSC”)**

Jennifer Utter Heston, Esq.  
Fraser Trebilcock Davis & Dunlap, P.C.  
124 W. Allegan, Suite 1000  
Lansing, MI 48933  
E-Mail: jheston@fraserlawfirm.com

**Counsel for The Kroger Company**

Kurt J. Boehm, Esq.  
Jody M. Kyler, Esq.  
The Kroger Company  
1014 Vine Street  
Cincinnati, Ohio 45202  
E-Mail: kboehm@bkllawfirm.com  
jkyler@bkllawfirm.com

Anthony J. Szilagyi, Esq.  
Law Offices of Anthony J. Szilagyi, PLLC  
110 South Clemens Avenue  
Lansing, MI 48912  
E-Mail: szilagylaw@sbcglobal.net

**Consultant for The Kroger Company**

Kevin Higgins  
Energy Strategies, LLC  
Parkside Towers  
215 S. State St., Suite 200  
Salt Lake City, Utah 84111  
E-Mail: khiggins@energystrat.com

**Counsel for the Michigan State Utility Workers Council, Utility Workers Union of America, AFL-CIO**

Steven D. Weyhing, Esq.  
Warner, Norcross & Judd, LLP  
120 North Washington Square, Suite 410  
Lansing, MI 48933  
E-mail: sweyhing@wnj.com

**Counsel for the Municipal Coalition**

Roderick S. Coy, Esq.  
Leland R. Rosier, Esq.  
Clark Hill PLC  
212 E. Grand River Avenue  
Lansing, MI 48906  
E-mail: rcoy@clarkhill.com  
lrrosier@clarkhill.com

**Counsel for Midland Cogeneration Venture Limited Partnership (“MCV”)**

David R. Whitfield, Esq.  
Warner Norcross & Judd, LLP  
111 Lyon Street, N.W.  
900 Fifth Third Center  
Grand Rapids, MI 49503-2487  
E-Mail: dwhitfield@wnj.com

Richard J. Aaron, Esq.  
Warner Norcross & Judd, LLP  
120 N. Washington Sq., Ste. 410  
Lansing, MI 48933  
E-Mail: raaron@wnj.com

**Counsel for FirstEnergy Solutions Corp**

Laura A. Chappelle, Esq.  
Varnum, Riddering, Schmidt & Howlett LLP  
The Victor Center, Suite 810  
201 N. Washington Square  
Lansing, MI 48933  
E-Mail: lachappelle@varnumlaw.com

Timothy J. Lundgren, Esq.  
Varnum, Riddering, Schmidt & Howlett LLP  
333 Bridge Street  
PO Box 352  
Grand Rapids, MI 49501-0352  
E-Mail: tjlundgren@varnumlaw.com

**ATTACHMENT 1 TO CASE NO. U-17087**

**Counsel for Attorney General,  
Bill Schuette**

Michael E. Moody, Esq.  
John A. Janiszewski, Esq.  
Assistant Attorney General  
Environment, Natural Resources,  
and Agriculture Division  
6<sup>th</sup> Floor Williams Building  
525 W. Ottawa Street  
P.O. Box 30755  
Lansing, MI 48909  
E-Mail: moodym2@michigan.gov  
JaniszewskiJ2@michigan.gov

**Consultant for Attorney General  
Bill Schuette**

Sebastian Coppola, President  
Corporate Analytics  
1359 Springwood Lane  
Rochester Hills, MI 48309  
E-Mail: sebcoppola@corplytics.com

**Counsel for the Michigan Cable  
Telecommunications Association  
("MCTA")**

David E. S. Marvin, Esq.  
Fraser, Trebilcock, Davis & Dunlap PC  
124 W. Allegan St., Suite 1000  
Lansing, MI 48933  
E-Mail: dmarv@fraserlawfirm.com

**Counsel for the Michigan Community  
Action Agency Association ("MCAAA")**

Don L. Keskey, Esq.  
Public Law Resource Center PLLC  
139 W. Lake Lansing Road, Suite 210  
East Lansing, MI 48823  
E-Mail:  
donkeskey@publiclawresourcecenter.com

**Counsel for the Association of  
Businesses Advocating Tariff Equity  
("ABATE")**

Robert A. W. Strong, Esq.  
Clark Hill PLC  
151 S. Old Woodward Ave., Suite 200  
Birmingham, MI 48009  
E-Mail: rstrong@clarkhill.com

**Consultant for the Association of  
Businesses Advocating Tariff Equity  
("ABATE")**

James T. Selecky  
Brubaker & Associates, Inc.  
**Physical Address**  
16690 Swingley Ridge Road, Suite 140  
Chesterfield, MO 63017  
**Mailing Address**  
P. O. Box 412000  
St. Louis, MO 63141-2000  
E-Mail: jtselecky@consultbai.com