

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter of the application of CONSUMERS)	
ENERGY COMPANY for authority to increase its)	
rates for the generation and distribution of)	Case No. U-20134
electricity and for other relief.)	
_____)	

At the January 9, 2019 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Sally A. Talberg, Chairman
Hon. Norman J. Saari, Commissioner

ORDER APPROVING SETTLEMENT AGREEMENT

On May 14, 2018, Consumers Energy Company (Consumers) filed an application seeking authority to increase rates for the generation and distribution of electricity and requesting other regulatory approvals. Consumers indicated in its filing that it projected a \$58 million jurisdictional revenue deficiency based on a calendar 2019 test year, which the utility later revised to a \$44 million jurisdictional revenue deficiency.

Administrative Law Judge Sharon L. Feldman held a prehearing conference on June 1, 2018, where she granted petitions to intervene filed by the Michigan Department of the Attorney General (Attorney General); the Association of Businesses Advocating Tariff Equity; the Michigan Environmental Council; the Natural Resource Defense Council; Sierra Club; the Kroger Company; Hemlock Semiconductor Operations LLC; the Michigan Cable Telecommunications Association; Energy Michigan, Inc.; the Michigan Energy Innovation Business Council; the Michigan State

Utility Workers Council; ChargePoint, Inc.; the Residential Customer Group (RCG); Wal-Mart Stores East, LP and Sam's East, Inc. (Wal-Mart); the Environmental Law & Policy Center; the Ecology Center; and Midland Cogeneration Venture Limited Partnership (MCV). The Commission Staff (Staff) also participated. Late petitions to intervene were filed by the City of Flint and the City of Grand Rapids, and were granted.

Evidentiary hearings were held on October 11-12 and 15-18, 2018. Briefing took place thereafter. The record in this case consists of 3,630 pages of transcript and 417 exhibits admitted into evidence.

On December 18, 2018, the parties, with the exception of MCV and RCG, filed an executed settlement agreement; and Wal-Mart and the Attorney General filed their non-objections to the settlement agreement that day as well. On December 19, 2018, MCV and RCG filed their non-objections to the settlement agreement, and the Attorney General filed a statement of non-objection to the settlement agreement.

The settlement agreement, attached hereto as Exhibit A, provides for an annual revenue decrease for Consumers of \$24 million, simultaneous with termination of the Credit A negative surcharge¹ for electric customers, resulting in an annual revenue increase of approximately \$99 million for electric customers.² The parties agree that rates reflect the 21% FIT rate and that

¹ The Credit A negative surcharge resulted from passage of the Tax Cuts and Jobs Act of 2017. Credit A refers to the refund due to ratepayers going forward as a result of implementation of a 21% federal income tax (FIT) rate for utilities (the rate was previously 35%). February 22, 2018 order in Case No. U-18494. The Commission approved a settlement agreement providing that the Credit A refund to Consumers' ratepayers equated to a \$112.7 million reduction to rates. July 24, 2018 order in Case No. U-20102, Exhibit A, ¶ 4. The agreement also provided that the Credit A negative surcharge would remain in place until new rates were set in Consumers' next electric rate case (the instant case). *Id.*, ¶ 3.

² The Staff calculated that the Credit A refund equated to a \$123.4 million reduction to rates for the test year. 6 Tr 2339; Staff's initial brief, Appendix A.

Consumers will retain the current return on common equity of 10.0%. Consumers agrees that it will not file a new electric general rate case before January 1, 2020. The allocation of the \$24 million revenue decrease is set forth in Attachment 1 to the settlement agreement, and rates and tariffs are substantially set forth in Attachment 2.

The parties agree to certain rate design approaches, including updated determinants for streetlighting fixtures as identified by the Cities of Grand Rapids and Flint, and the allocation of demand response costs to firm loads. The parties agree that Consumers will implement a targeted pilot program offering new residential summer on-peak and all-other hours rates no later than June 2019 and all remaining residential customers will be transitioned to these new rates beginning in January 2020, as described in the testimony of Staff witness David Isakson at 6 Tr 2351-2353. The parties agree to the implementation of the Peak Time Rewards and Critical Peak Price programs, and to the transfer of certain customer groups to these programs.

Consumers agrees to spend at least \$200 million on its electric distribution reliability capital program and \$53 million on its line clearance program in the 2019 test year (the calendar year), and the parties agree that the Commission should authorize Consumers to use deferred accounting for actual spending above certain threshold amounts during 2019 on the distribution new business capital, distribution reactive failures capital, and distribution asset relocation capital programs. Related to this agreement, Consumers will provide a list of distribution projects to the Staff, will provide the Staff with monthly reports on actual spending on distribution reliability, and will hold workgroups on performance-based ratemaking. Consumers affirms that the projected capital spending included in its application filing “is offset by contributions in aid of construction that does not assume any subsidies by the residential class for large customers or other customer classes.” Exhibit A, ¶ 9.

The parties agree to implementation of the PowerMIDrive program as described in Attachment 3 to the settlement agreement, but indicate that they do not agree on the issue of Consumers' request to recover costs of this program through a deferred accounting mechanism. This unresolved issue is addressed by the Commission in a separate order issued today.

The parties further agree to a state reliability mechanism charge and to the amortization of certain assets. They also agree that Consumers shall retain some of the reparations recently paid by CSX Transportation, and that the remainder shall be returned to customers in a timely manner in future power supply cost recovery proceedings. Consumers further agrees to provide a study analyzing the cost to serve standby service customers, and will provide its distribution cost allocation study to interested parties. Consumers agrees to implement shadow billing as described in the testimony of Staff witness Naomi Simpson at 6 Tr 2571-2573.

The parties agree to maintain the existing non-transmitting meter tariff up-front charges, but to reduce the monthly charge to \$3.00. The parties also agree that, for purposes of future demand response spending reconciliations, this settlement should be understood to include \$18,942,000 of capital spending, and \$12,475,000 of operations and maintenance spending on demand response programs for the 2019 test year.

The Commission has reviewed the settlement agreement and finds that the public interest is adequately represented by the parties who entered into the settlement agreement. The Commission further finds that the settlement agreement is in the public interest, represents a fair and reasonable resolution of the proceedings, and should be approved.

THEREFORE, IT IS ORDERED that:

A. The settlement agreement attached as Exhibit A is approved.

B. Beginning January 10, 2019, Consumers Energy Company shall implement tariffs consistent with the settlement agreement, which are substantially contained in Attachment 2 to the settlement agreement. Due to the size of Attachment 2 to the settlement agreement, it is not physically attached to the original order contained in the official docket or paper copies of the order, but is electronically appended to this order, which is available on the Commission's website.

C. Within 30 days of the date of this order, Consumers Energy Company shall file tariff sheets substantially similar to those contained in Attachment 2 to the settlement agreement.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order under MCL 462.26. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscedockets@michigan.gov and to the Michigan Department of the Attorney General - Public Service Division at pungpl@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

Sally A. Talberg, Chairman

Norman J. Saari, Commissioner

By its action of January 9, 2019.

Kavita Kale, Executive Secretary

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-20134
the generation and distribution of)	
electricity and for other relief.)	
_____)	

SETTLEMENT AGREEMENT

Pursuant to MCL 24.278 and Rule 431 of the Michigan Administrative Hearing System's Rules of Practice and Procedure before the Michigan Public Service Commission ("MPSC" or the "Commission"), the undersigned parties agree as follows:

WHEREAS, on May 14, 2018 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 June 1, 2018 before Administrative Law Judge Sharon L. Feldman. The parties to the case are Consumers Energy; the Commission Staff ("Staff"); Attorney General Bill Schuette ("Attorney General"); the Association of Businesses Advocating Tariff Equity ("ABATE"); the Michigan Environmental Council, the Natural Resource Defense Council, and the Sierra Club (collectively "MEC/NRDC/SC"); the Kroger Company ("Kroger"); Hemlock Semiconductor Operations LLC ("HSC"); the Michigan Cable Telecommunications Association ("MCTA"); Energy Michigan, Inc. ("Energy Michigan"); the Michigan Energy Innovation Business Council ("MEIBC"); the Michigan State Utility Workers Council; ChargePoint, Inc.; the Residential Customer Group

(“RCG”); Wal-Mart Stores East, LP and Sam’s East, Inc. (“Walmart”); the Environmental Law & Policy Center and the Ecology Center (collectively, “ELPC”); the City of Flint; the City of Grand Rapids; and Midland Cogeneration Venture Limited Partnership (“MCV”).

WHEREAS, Consumers Energy filed testimony and exhibits requesting an increase in its retail electric rates of \$58 million (jurisdictional) and seeking various other forms of relief, and subsequently filed supplemental testimony and exhibits reducing its requested annual increase to \$44 million (jurisdictional). Staff and other intervening parties filed testimony and exhibits addressing various issues.

NOW THEREFORE, for purposes of settlement of Case No. U-20134, the undersigned parties agree as follows:

1. Consumers Energy should be authorized to adjust its retail electric base rates so as to produce an annual revenue decrease of \$24 million. Simultaneous with the implementation of these reduced rates, the Company will terminate its electric Credit A negative surcharge established in the Commission’s July 24, 2018 Order Approving Settlement Agreement in Case No. U-20102.

2. The parties agree that the annual revenue decrease of \$24 million stated in paragraph 1 reflects rates based on a 21% income tax rate as established in the Tax Cuts and Jobs Act of 2017 and further reflects, on a non-precedential basis, an authorized rate of return on common equity of 10.0%.

3. Consumers Energy agrees that it will not file a new electric general rate case under section 6a(1) of Public Act 3 of 1939 as amended, MCL 460.6a(1), earlier than January 1, 2020. Nothing in this Settlement Agreement shall be construed to limit the Company’s right to

file, or the Commission's authority to approve, requests for rate adjustments pursuant to other provisions of law before January 1, 2020.

4. The allocation of the annual revenue requirement decrease of \$24 million among the various rate classes that has been agreed upon by the parties is shown on Attachment 1 to this Settlement Agreement. Staff and the Company have determined that the rates and tariffs set forth on Attachment 2 to this Settlement Agreement are cost-based and have been designed to be consistent with the allocations by the Residential, Secondary, Primary and Streetlighting, and Other rate classes to produce an annual revenue decrease of \$24 million and reflect the tariff changes agreed to by the parties, and should be approved by the Commission.

5. The parties agree that the annual revenue decrease of \$24 million stated in paragraph 1 and the rates identified in Attachment 2 reflect, on a non-precedential basis, the following cost of service and rate design approaches: (i) the use of the "4 CP 75-0-25" cost of service allocation method for production costs; (ii) a load study using class demands based on a three year average of 2015, 2016, and 2017; (iii) updated determinants for Streetlighting fixtures as identified by the Cities of Grand Rapids and Flint and agreed to by Consumers Energy; (iv) updated the Weighted Customer Allocator to reflect the fully deployed costs of smart meters; (v) updated system loss factors as proposed by Consumers Energy; and (vi) the allocation of Demand Response costs to firm loads. 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.

6. The parties agree that the Commission's directive in its March 29, 2018 Order in Case No. U-18322, which requires the Company to eliminate its current residential summer "inverted block" rate and implement new residential summer on-peak and all-other hours rates

no later than the conclusion of the Company's next rate case (i.e., the instant case), should be modified to adopt a new implementation timeline. The parties agree that the Company should be required to implement a targeted pilot program offering the new residential summer on-peak and all-other hours rates no later than June 2019 as set forth on pages 6 through 8 of the direct testimony of Staff witness David Isakson in this case. All remaining residential customers should be transitioned to the new summer on-peak and all-other hours rates beginning in January 2020 as set forth on pages 6 through 8 of the direct testimony of Staff witness David Isakson in this case.

7. The parties agree that the Commission should approve the Company's proposed Peak Time Rewards ("PTR") and Staff's proposed Critical Peak Price ("CPP") Demand Response provisions for residential customers on an opt-in basis for all customers. The Company will transition its current RDP and RDPR customers to the summer on-peak PTR or CPP. The Company will also transition current REV and RT customers to its Residential Smart Hours and Residential Nighttime Savers rates. Implementation of the PTR and CPP opt-in provision for all residential customers, the transition of the current RDP and RDPR customers, and the transition of the current REV and RT customers will occur following completion of the transition to the summer on-peak rate and modification and testing of Company billing and accounting systems necessary to accommodate these changes.

8. Consumers Energy agrees that it will spend a minimum of \$200 million in its electric distribution reliability capital program and \$53 million for its line clearing (i.e., tree trimming) Operating and Maintenance ("O&M") program during the 2019 test year in this case. The parties agree that the Commission should authorize Consumers Energy to utilize deferred

accounting associated with actual capital spending above the threshold amounts indicated below during the 2019 test year in this case:

- \$94 million in the Company's distribution new business capital program;
- \$87 million in the Company's distribution reactive demand failures capital program; and
- \$24 million in the Company's distribution asset relocation capital program.

The deferred accounting authorized pursuant to this paragraph will be limited to the return on, return of, and property taxes associated with the actual capital spending above the threshold amounts (including carrying costs). The spending above the threshold amounts will be recorded in a regulatory asset until the associated capital assets are included in rate base in the Company's next electric rate case. In connection with the spending commitments made in this paragraph, Consumers Energy also agrees to the following:

- a. Within one month of the Commission's Order approving this Settlement Agreement, Consumers Energy will provide a list of distribution projects to Staff, and other interested parties to this case who have, prior to receipt of the list, signed a non-disclosure certificate pursuant to the protective order entered in this case on June 18, 2018, reflecting the planned reliability work during the 2019 test year. After the end of the 2019 test year, Consumers Energy will provide Staff and other interested parties to this case who have, prior to receipt of the report, signed a non-disclosure certificate pursuant to the protective order entered in this case on June 18, 2018 with a report on actual distribution projects performed and include a comparison to the planned work;
- b. Consumers Energy will provide Staff with monthly reports on actual spending in its distribution reliability, new business, reactive demand failures, and asset relocation capital programs as well as its line clearing O&M program. In these reports, the Company will indicate whether spending in each program is projected to exceed the threshold amounts listed above, triggering the need for deferred accounting treatment. Consumers Energy will file these reports in the Commission's electronic docket for Case No. U-20134 on a quarterly basis, no later than one week after CMS Energy's quarterly/annual earnings filings with the SEC (10-Q/10-K); and
- c. For purposes of discussion, Consumers Energy will hold workgroup sessions with interested stakeholders on performance-based ratemaking ("PBR"). These workgroup sessions will include discussion on future proposed PBR mechanisms for distribution spending, potentially to include but not be limited to an Investment

Recovery Mechanism (“IRM”), scope and structure of PBR mechanism(s), performance metrics, performance incentives and penalties, and potential approaches (e.g., a voluntary earnings sharing mechanism) to address unanticipated changes while the IRM or other PBR mechanism(s) is in effect.

9. Consumers Energy asserts and affirms that the projected capital spending included in the Company’s filing in this case, including the spending identified in paragraph 8 above, is offset by contributions in aid of construction that does not assume any subsidies by the residential class for large customers or other customer classes.

10. The parties agree that the Commission should adopt the PowerMIDrive pilot program proposed by Consumers Energy in this case, with the modifications adopted by the Company in its rebuttal testimony in this case and the further modifications proposed by Staff in its Initial Brief in this case. Further details of the parties’ agreement regarding the design and implementation of the PowerMIDrive pilot program are set forth in Attachment 3 to this Settlement Agreement and are incorporated into this Settlement Agreement as if fully set forth herein. This Settlement Agreement does not resolve the issue of Consumers Energy’s request to recover its costs related to the electric vehicle program through a deferred accounting mechanism that allows the Company to earn a return on the costs until they are recovered in a subsequent rate case. The parties request the Commission to address this issue based upon the Initial and Reply Briefs filed pursuant to the schedule established by the Administrative Law Judge in this case.

11. The Company agrees that it will not incur the \$2.791 million of capital spending in 2019 that was identified in the Company’s filing in this case as “avoidable” under a 2023 retirement scenario for D.E. Karn Units 1 and 2 before a Commission decision in the Company’s Integrated Resource Plan case, Case No. U-20165.

12. The parties agree that the State Reliability Mechanism charge adopted for purposes of this case should be \$335.99/MW-day. The adoption of this charge is not precedential, and the parties retain the right to litigate the State Reliability Mechanism charge in Consumers Energy's next electric general rate case.

13. The parties agree that the Commission should authorize Consumers Energy to amortize the Traverse City Service Center acquisition adjustment recorded in Consumers Energy's general ledger Account 114, *Electric Plant Acquisition Adjustment*, and record the amortization expense in Account 406, *Amortization of Electric Plant Acquisition Adjustment*, using a 15-year amortization period as proposed in the Company's filing in this case. The parties further agree that the Commission should authorize Consumers Energy to accumulate Information Technology project implementation costs for cloud-based solutions in Plant Account 303, *Miscellaneous Intangible Plant*, and to amortize the intangible asset to expense over the expected useful life of the cloud-based solution as proposed in the Company's filing in this case.

14. Consumers Energy agrees that it will not contribute any of its corporate treasury monies to an Internal Revenue Code 501c(4) entity or an Internal Revenue Code 527 entity during the period of time in which the rates established in this Settlement Agreement are in effect.

15. The parties agree that Consumers Energy should be permitted to retain an amount of the reparations paid by CSX Transportation pursuant to the Surface Transportation Board's January 11, 2018 and August 2, 2018 decisions in Docket No. NOR 42142 sufficient to reimburse the Company for its actual legal fees in that case up to a maximum amount of \$8 million. The balance of the reparations paid to Consumers Energy by CSX Transportation as a result of the decisions in Docket No. NOR 42142 will be returned to Consumers Energy's

customers in a timely manner through future Power Supply Cost Recovery proceedings. To the extent that Consumers Energy incurs additional legal fees in connection with Docket No. NOR 42142 above the \$8 million cap established in this paragraph, the parties agree that Consumers Energy will be permitted to request further cost recovery for those amounts in a subsequent electric general rate case.

16. Consumers Energy agrees that, in its next electric general rate case, the Company will provide a study analyzing the issue of the cost to serve customers who take standby service. The study will focus on customers with behind-the-meter generation capacity that exceeds 550 kw. The study will review both the actual demands that standby customers place on the system as well as the cost of the investments that are in place to provide standby service.

17. Consumers Energy agrees that, in its next electric general rate case, the Company will provide a cost of service study version that separates the RS and RT rate classes, for informational purposes. In addition, Consumers Energy agrees that, in its next electric general rate case, the Company will provide a cost of service study that reflects projected load reductions to each rate class resulting from rate changes and demand response programs.

18. Consumers Energy agrees that it will provide to interested parties the results of its distribution cost allocation study within 30 days after it is final. In addition, the Company agrees to confer with interested parties after the distribution cost allocation study is shared to answer questions about the study and provide the pertinent back up data.

19. Consumers Energy agrees that it will implement shadow billing in accordance with the testimony by Staff witness Simpson and described in Staff's Initial Brief in this proceeding.

20. Consumers Energy agrees to respond to audit requests of Staff related to Streetlighting conversion costs, provided that any requested vendor pricing be protected pursuant to the June 18, 2018 protective order entered in this case. The Cities reserve applicable rights based upon audit findings.

21. The parties agree that the Commission should maintain the existing up-front charges (\$69.39 for customers who do not currently have a transmitting meter installed and \$123.91 for customers who already have a transmitting meter installed) for Consumers Energy's non-transmitting meter tariff. The parties agree that the Commission should approve Consumers Energy's proposal to reduce the monthly charges under the Company's non-transmitting meter tariff from \$9.72 per month to \$3.00 per month.

22. In order to facilitate the Company's reconciliation of Demand Response spending for the period covered by the test year in this case, it is necessary to identify the specific amount of Demand Response spending approved by the Commission in this proceeding. The parties therefore agree that the revenue sufficiency agreed upon in paragraph 1 of this Settlement Agreement should be construed to include \$18,942,000 of capital spending and \$12,475,000 of O&M spending on Demand Response programs for the test year in this case.

23. In its Application, Consumers Energy requested the Commission to approve an IRM to be operative during the 2020 and 2021 calendar years. The parties agree that the IRM shall not be approved as part of this settlement.

24. 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.

25. Consumers Energy will conduct periodic meetings with representatives of the Cities of Grand Rapids and Flint on a schedule to be determined. The Cities may facilitate the participation of other municipal customers of Consumers if that participation is coordinated through the Michigan Municipal Association for Utility Issues on a unitary basis. The Company will agree to develop a roadmap which will aim to reduce time and cost burdens on municipalities. The Company agrees to continue discussing in good faith options for addressing the Cities' concern regarding municipalities that paid the full cost of LED conversions prior to Case No. U-17990.

26. Consumers Energy asserts and affirms that, for at least the past 10-year period, the Company has not been found liable of a claim of gross negligence in any court of this state or of any other jurisdiction of the United States. The revenue sufficiency agreed upon in paragraph 1 of this Settlement Agreement does not include any amounts resulting from a finding that Consumers Energy was liable for an act of gross negligence. The parties agree that this Settlement Agreement does not establish any precedent regarding the appropriateness of including damage awards related to judgments for negligence or gross negligence as part of its Injuries and Damages expense in this case or in future Consumers Energy rate cases.

27. 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.

28. This Settlement Agreement is based on the facts and circumstances of this case and is, subject to paragraph 10, intended for the final disposition of Case No. U-20134. 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 with respect to the issue regarding regulatory asset treatment of PowerMIDrive pilot program costs, which are to be determined by the Commission based on the parties' briefing in this case as set forth above in Paragraph 10. 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.


29. This Settlement Agreement 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.

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

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


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

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

By: 
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Date: December 18, 2018

CONSUMERS ENERGY COMPANY

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Date: December 18, 2018

ASSOCIATION OF BUSINESSES ADVOCATING TARIFF EQUITY

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HEMLOCK SEMICONDUCTOR OPERATIONS LLC

By: _____

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THE KROGER COMPANY

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ASSOCIATION OF BUSINESSES ADVOCATING TARIFF EQUITY

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THE KROGER COMPANY

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ASSOCIATION OF BUSINESSES ADVOCATING TARIFF EQUITY

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THE KROGER COMPANY

By: Kurt J. Boehm (signed by permission)
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Date: December 18, 2018

ENERGY MICHIGAN, INC. AND CHARGEPOINT, INC.

By: **Timothy
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MICHIGAN ENERGY INNOVATION BUSINESS COUNCIL

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ENVIRONMENTAL LAW AND POLICY CENTER AND THE ECOLOGY CENTER

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Date: _____

ENERGY MICHIGAN, INC. AND CHARGEPOINT, INC.

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Date: _____

MICHIGAN ENERGY INNOVATION BUSINESS COUNCIL

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Date: _____

ENVIRONMENTAL LAW AND POLICY CENTER AND THE ECOLOGY CENTER¹

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Environmental Law & Policy Center
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Grand Rapids, MI 49506

Date: 12/18/18

¹ Environmental Law and Policy Center and Ecology Center only participated in this case on the PowerMIDrive issue and only sign on to that section of the Settlement Agreement. The organizations have no objection to the other sections of the Settlement Agreement.

MICHIGAN ENVIRONMENTAL COUNCIL, THE NATURAL RESOURCES DEFENSE
COUNCIL, AND THE SIERRA CLUB



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Date: _____

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MICHIGAN CABLE TELECOMMUNICATIONS ASSOCIATION

By: _____

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MICHIGAN STATE UTILITY WORKERS COUNCIL, UTILITY WORKERS UNION OF
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By: _____

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MICHIGAN ENVIRONMENTAL COUNCIL, THE NATURAL RESOURCES DEFENSE
COUNCIL, AND THE SIERRA CLUB

By: _____
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Date: 12-18-18

MICHIGAN STATE UTILITY WORKERS COUNCIL, UTILITY WORKERS UNION OF
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MICHIGAN ENVIRONMENTAL COUNCIL, THE NATURAL RESOURCES DEFENSE
COUNCIL, AND THE SIERRA CLUB

By: _____
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Date: December 18, 2018


CITY OF GRAND RAPIDS

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The following parties do not wish to be signatories to this Settlement Agreement; however they have agreed to sign below only to indicate non-objection to the Settlement Agreement:

ATTORNEY GENERAL BILL SCHUETTE

By: Celeste R. Gill Digitally signed by
Celeste R. Gill
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Celeste R. Gill, Esq.
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Special Litigation Division
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Post Office Box 30755
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WAL-MART STORES EAST, LP AND SAM'S EAST, INC.

By: _____ Date: _____
Melissa M. Horne, Esq.
Higgins, Cavanagh & Cooney, LLP
123 Dyer Street
Providence, RI 02903

THE RESIDENTIAL CUSTOMER GROUP

By: _____ Date: _____
Don L. Keskey, Esq.
Brian W. Coyer, Esq.
Public Law Resource Center PLLC
333 Albert Avenue, Suite 425
East Lansing, MI 48823

The following parties do not wish to be signatories to this Settlement Agreement; however they have agreed to sign below only to indicate non-objection to the Settlement Agreement:

ATTORNEY GENERAL BILL SCHUETTE

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Special Litigation Division
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Date: _____

WAL-MART STORES EAST, LP AND SAM'S EAST, INC.

By: Melissa Horne
Melissa M. Horne, Esq.
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Date: December 18, 2018

THE RESIDENTIAL CUSTOMER GROUP

By: _____
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Date: _____

MIDLAND COGENERATION VENTURE LIMITED PARTNERSHIP

By: _____

Richard J. Aaron, Esq.
Jason T. Hanselman, Esq.
John A. Janiszewski, Esq.
Dykema Gossett PLLC
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Lansing, MI 48933

Date: _____

ATTACHMENT 1

MICHIGAN PUBLIC SERVICE COMMISSION
Consumers Energy Company

Summary of Present and Proposed Revenue by Rate Schedule

Total Revenues

Attachment 1

To Settlement Agreement In Case No. U-20134

(a)		(b)	(c)	(d)	(e)
Line	Description	Total Present Revenue	Total Proposed Revenue	Total Net Increase/ (Decrease)	Total Net Increase/ (Decrease)
No.		\$000	\$000	\$000	%
Bundled Service					
Residential Class					
1	Residential RS/Summer On Pk	\$ 1,895,200	\$ 1,873,313	\$ (21,887)	(1.2)
2	Residential RT	8,066	8,406	340	4.2
3	Residential REV	1,491	1,550	59	3.9
4	Residential RDP	10,456	11,019	562	5.4
5	Residential RDPR	7,980	8,283	303	3.8
6	Residential Opt Out	18,220	17,977	(243)	(1.3)
7	Total Residential Class	1,941,413	1,920,548	(20,866)	(1.1)
Secondary Class					
8	Secondary Energy-only GS	572,254	576,818	4,564	0.8
9	Secondary Demand GSD	482,938	463,559	(19,379)	(4.0)
10	Secondary Energy-only GS TOU	-	-	-	NA
11	Total Secondary Class	1,055,193	1,040,377	(14,816)	(1.4)
Primary Class					
12	Primary Energy-only GP	163,944	168,524	4,580	2.8
13	Primary Demand GPD	871,826	880,832	9,006	1.0
14	Primary Energy Intensive Rate EIP	22,137	22,424	286	1.3
15	Primary Time of Use Pilot GPTU	63,161	63,980	820	1.3
16	Total Primary Class	1,121,069	1,135,760	14,692	1.3
Lighting & Unmetered Class					
17	Metered Lighting Service GML	1,811	1,717	(94)	(5.2)
18	Unmetered Lighting Service GUL	30,680	32,074	1,394	4.5
19	Unmetered Exp. Lighting GU-XL	1,365	1,396	31	2.2
20	Unmetered Service GU	8,296	8,562	266	3.2
21	Total Lighting & Unmetered Class	42,152	43,749	1,597	3.8
Self-generation Class					
22	Small Self-generation GSG-1	-	-	-	NA
23	Large Self-generation GSG-2	3,429	1,535	(1,894)	NA
24	Total Self-Generation Class	3,429	1,535	(1,894)	NA
25	Total Bundled Service	\$ 4,163,255	\$ 4,141,969	\$ (21,287)	(0.5)
ROA Service					
Residential Class					
26	Residential Service RS	\$ -	\$ -	\$ -	NA
27	Residential Time-of-Day RT	-	-	-	NA
28	Total Residential Class	-	-	-	NA
Secondary Class					
29	Secondary Energy-only GS	953	946	(7)	(0.7)
	Standard Service	296	294	(2)	(0.7)
	Education GEI	657	652	(5)	(0.8)
30	Secondary Demand GSD	7,948	6,831	(1,117)	(14.1)
	Standard Service	5,411	4,639	(771)	(14.3)
	Education GEI	2,538	2,192	(346)	(13.6)
31	Total Secondary Class	8,902	7,777	(1,124)	(12.6)
Primary Class					
32	Primary Energy-only GP	1,245	973	(271)	(21.8)
33	Primary Demand GPD	20,486	18,440	(2,046)	(10.0)
34	Total Primary Class	21,730	19,413	(2,317)	(10.7)
35	Total ROA Service	\$ 30,632	\$ 27,190	\$ (3,442)	(11.2)
36	Total Bundled and ROA Service	\$ 4,193,887	\$ 4,169,159	\$ (24,728)	(0.6)

ATTACHMENT 2

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. A-5.00

INDEX
(Continued From Sheet No. A-4.00)

SECTION D
RATE SCHEDULES (Contd)

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(Continued on Sheet No. A-6.00)

Attachment 2

To Settlement Agreement In Case No. U-20134

M.P.S.C. No. 13
Consumers Energy Company

Sheet No. C-3.10

(Continued From Sheet No. C-3.00)

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

Contribution In Aid of Construction Allowance Schedule							
Schedule	Customer Voltage Level(CVL)	With a Full Service Contract, by Contract Duration					Without Full Service Contract
		1 Year	2 Year	3 Year	4 Year	5 Year	
General Service Primary Rate GP	1	\$0.024 <u>0.029/kWh</u>	\$0.046 <u>0.056/kWh</u>	\$0.066 <u>0.082/kWh</u>	\$0.085 <u>0.105/kWh</u>	\$0.102 <u>0.127/kWh</u>	\$0.023 <u>0.018/kWh</u>
	2	0.031 <u>0.034/kWh</u>	0.051 <u>0.065/kWh</u>	0.074 <u>0.094/kWh</u>	0.095 <u>0.122/kWh</u>	0.115 <u>0.147/kWh</u>	0.031 <u>0.024/kWh</u>
	3	-0.049 <u>0.042/kWh</u>	0.065 <u>0.079/kWh</u>	0.094 <u>0.114/kWh</u>	-0.121 <u>0.147/kWh</u>	-0.146 <u>0.177/kWh</u>	0.049 <u>0.042/kWh</u>
Large General Service Primary Demand Rate GPD	1	\$85 <u>125/kW</u>	\$165 <u>240/kW</u>	\$240 <u>345/kW</u>	\$310 <u>450/kW</u>	\$375 <u>540/kW</u>	\$40/kW
	2	95 <u>150/kW</u>	185 <u>295/kW</u>	270 <u>425/kW</u>	345 <u>545/kW</u>	415 <u>660/kW</u>	70 <u>75/kW</u>
	3	150 <u>185/kW</u>	245 <u>360/kW</u>	355 <u>525/kW</u>	460 <u>675/kW</u>	555 <u>815/kW</u>	150 <u>140/kW</u>
General Service Primary Time-of-Use Rate GPTU	1	0.015 <u>0.022/kWh</u>	0.029 <u>0.042/kWh</u>	0.042 <u>0.061/kWh</u>	0.055 <u>0.079/kWh</u>	0.066 <u>0.095/kWh</u>	NA
	2	0.017 <u>0.027/kWh</u>	0.032 <u>0.051/kWh</u>	0.047 <u>0.075/kWh</u>	0.061 <u>0.096/kWh</u>	0.073 <u>0.116/kWh</u>	NA
	3	0.022 <u>0.033/kWh</u>	0.043 <u>0.064/kWh</u>	0.062 <u>0.092/kWh</u>	0.080 <u>0.119/kWh</u>	0.097 <u>0.143/kWh</u>	NA
Energy Intensive Primary Rate EIP	1	0.002 <u>0.006/kWh</u>	0.003 <u>0.011/kWh</u>	0.005 <u>0.015/kWh</u>	0.006 <u>0.020/kWh</u>	0.008 <u>0.024/kWh</u>	NA
	2	0.004 <u>0.010/kWh</u>	0.009 <u>0.019/kWh</u>	0.012 <u>0.027/kWh</u>	0.016 <u>0.035/kWh</u>	0.019 <u>0.042/kWh</u>	NA
	3	0.007 <u>0.012/kWh</u>	0.014 <u>0.022/kWh</u>	0.020 <u>0.032/kWh</u>	0.026 <u>0.042/kWh</u>	0.032 <u>0.050/kWh</u>	NA

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

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

C1.5 Invalidity of Oral Agreements or Representations

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

(Continued on Sheet No. C-4.00)

(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.

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

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

- A. If the resale customer elects to take service under a Company Full Service resale rate, the ultimate user shall be served and charged for such service under standard Rate 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:

~~\$0.151312~~ 0.149825 per kWh for all kWh during the months of June-September
~~\$0.147394~~ 0.148848 per kWh for all kWh during the months of October-May

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

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

(Continued on Sheet No. C-25.00)

(Continued From Sheet No. C-24.00)

C4. APPLICATION OF RATES (Contd)

C4.4 Resale (Contd)

The service contract shall also provide that the reselling customer shall be responsible for the testing of each ultimate user's meter at least once every 3 years. The accuracy of such meters shall be maintained within the limits as prescribed in Rule B1., Technical Standards for Electric Service. Meters shall be tested only by outside testing services or laboratories approved by the Company.

A record of each meter, including testing results, shall be kept by the reselling customer during use of the meter and for an additional period of one year thereafter. When requested, the reselling customer shall submit certified copies of the meter test results and meter records to the Company.

The reselling customer shall supply each ultimate user with an electric system adequate to meet the needs of the ultimate user with respect to the nature of service, voltage level and other conditions of service. The reselling customer shall render a bill once during each billing month to each of the customer's tenants in accordance with approved Rate Schedules of the Company. Every bill rendered by the reselling customer shall specify the following information: the rate categories and provisions; the due date; the beginning and ending meter readings of the billing period and dates thereof; the difference between the meter readings; the Power Supply Cost Recovery Factor; if applicable; the subtotal of the bill before taxes; amount of sales tax; other local taxes where applicable; any previous balance; the amount due for delivery service and/or power supply service, as applicable; the amount due for other authorized charges; and the total amount due. The due date of the customer's bill shall be 21 days from the date of rendition.

If the reselling customer fails to meet the obligations of this rule, the Company shall notify the Commission. If, after review with the reselling customer, the problem is not resolved, the Company shall assess a penalty in the amount of ~~5~~¹⁵% of the resale customer's bill before taxes per month until the problem is resolved. The reselling customer is not permitted to pass the resale penalty cost on to its ultimate customer(s). If the problem is not resolved after three months, the Company shall shut off electric service until the problem is resolved. The Company shall not incur any liability as the result of this shutoff of electric service.

The renting of premises with the cost of electric service included in the rental as an incident of tenancy is not considered to be a resale of such service.

Neither the resale of electric services provided by Consumers Energy nor the sale of self-generation at publicly available electric vehicle charging stations is subject to Commission regulation and no restrictions are imposed on the rate charged or rate structure to the ultimate motor vehicle customers, as those sales are being made into the competitive motor fuels market.

C4.5 Mobile Home Park - Individually Served

For purposes of this rule, the definition of a mobile home park is a parcel or tract of land upon which three or more mobile homes are located on a continuous nonrecreational basis.

Service to separately metered mobile homes shall be billed on the appropriate Residential Service Rate under the following conditions:

Service to all new mobile home parks and expanded service to existing mobile home parks receiving electrical service shall be provided through individual tenant metering.

The mobile home park shall be of a permanent nature with improved streets and with individual water and sewer connections to each lot. Ordinarily, electric service to a mobile home shall be in the name of the occupant. However, service to lots designated for occasional or short-term occupancy shall be in the name of the owner of the park or his/her authorized representative.

(Continued on Sheet No. C-26.00)

(Continued From Sheet No. C-32.00)

C5. CUSTOMER RESPONSIBILITIES (Contd)

C5.4 Shutoff Protection Plan for Residential Customers (Contd)

B. Enrollment

An eligible customer may enroll at any time of the calendar year in the SPP. Where unauthorized use of utility service has not occurred, to enroll an eligible customer must (1) contact the Company and indicate that they wish to enroll, (2) be able to demonstrate that he or she has made application for state or federal heating assistance, or has a household income that does not exceed 200% of the federal poverty guidelines as published by the United States Department of Health and Human Services or receives supplemental security income or low-income assistance through the Department of Human Services or successor agency, food stamps, or Medicaid, (3) within 14 days of a customer calling to enroll in the SPP, have completed the enrollment process by paying a minimum down payment of 10% of the total amount owed to the Company at the time of the request to enroll. An eligible customer is not enrolled in the SPP until the enrollment requirements are fulfilled. Customers previously enrolled in the SPP the last twelve months who default may be permitted to re-enroll in a modified SPP payment arrangement, at the discretion of the Company, if they have demonstrated a willingness to satisfy the terms of the payment plan through their payment history or have received assistance that will improve the customer's ability to satisfy the payment arrangements. The modified SPP repayment period shall not exceed 24 months.

Customers who enroll in the SPP who have not been enrolled in the SPP for more than twelve months may not be required to pay a deposit or reconnection fee, if applicable. Customers who enroll in the SPP who were previously enrolled in the SPP in the last twelve months and removed due to default may be required to pay a deposit and a reconnection fee, if applicable.

Where unauthorized use of utility service has occurred, the customer must pay 100% of the portion of charges that are the result of the unauthorized use. Upon receipt of payment, the customer shall be considered eligible if all other eligibility requirements are met. The customer may then enroll under the conditions described previously. The payment of unauthorized use charges may be made at the same time as the down payment of the total amount owed to the Company is made. In the event that the down payment of the total amount owed to the Company is made without payment of the unauthorized charges at the same time or previously, the payment received shall first be applied to the unauthorized charges.

In the event that an eligible customer has contacted the Company to indicate a wish to enroll but the requirements so described are not met in full, the eligible customer shall then be subject to credit action as though no contact with the Company had occurred. In the event that all Company obligations to shut off service have been met, the eligible customer shall receive a minimum of one communication at least 24 hours prior to shutoff of service.

C. Customer Protection

Once enrolled in the SPP, a utility shall not shut off service to a SPP Customer if the customer pays to the Company a monthly amount equal to 1/12th of the estimated annual bill for the SPP Customer and a Company-specified amount between 1/12th and 1/24th of any remaining delinquent balance owed to the Company at the time of the enrollment. The Company shall have the right to deny or shut off service in accordance with Rules and Regulations of the Company as authorized by the Michigan Public Service Commission outlined in Rule C1.3, Use of Service and in Rule C5.1, Access to Customer's Premises. While the customer is enrolled in the SPP and payments are made by the due date of the amount due shown on the bill, no late payment charges will be assessed. The SPP Customer may participate in the SPP for a maximum period of 24 months or until the delinquent charges are eliminated and the SPP Customer is able to pay his or her regular monthly energy bills.

(Continued on Sheet No. C-32.20)

(Continued From Sheet No. C-32.10)

C5. CUSTOMER RESPONSIBILITIES (Contd)

C5.4 Shutoff Protection Plan for Residential Customers (Contd)

C. Customer Protection (Contd)

The estimated annual bill for the SPP Customer and the delinquent balance due may be recalculated periodically by the Company. The Company may also recalculate the estimated annual bill and the delinquent balance due upon the transfer of a balance owed on another account in compliance with Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service.

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 Natural Gas 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 460.131 and R 460.132, 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 Rates RS and General Service Secondary Rates 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.

Customers electing a non-transmitting meter will pay the following charges per premises or billing meter:

Up Front Charge:	\$ 69.39	a one-time charge per billing meter per request if the notice is given before the transmitting meter is installed
	OR	
	\$123.91	a one-time charge per billing meter per request if the notice is given after the transmitting meter is installed
Monthly Charge:	\$ 5.68 9.72	per month at each premises as defined in Rule B1., Technical Standards for Electric Service. Multiple metered units shall be charged per billing meter.

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

(Continued on Sheet No. C-32.30)

(Continued From Sheet No. C-33.00)

C6. DISTRIBUTION SYSTEMS, LINE EXTENSIONS AND SERVICE CONNECTIONS (Contd)

C6.1 Overhead Extension Policy (Contd)

C. General (Contd)

- (6) The Company reserves the right to make special contractual arrangements as to the provision of necessary Service Facilities, duration of contract, amount of deposit and refunds thereon, minimum bills or other service conditions with respect to the customers or prospective customers whose load requirements exceed the capacity of the available distribution system in the area, or whose load characteristics or special service needs require unusual investments by the Company in Service Facilities or where there is not sufficient assurance of the permanence of the use of the service. The Company shall construct overhead electric distribution facilities and extensions only in the event it is able to obtain or use the necessary materials, equipment and supplies. The Company, subject only to review by the Commission, reserves the right, in its discretion, to allocate the use of such materials, equipment and supplies it may have on hand from time to time among the various classes of customers and prospective customers and among various customers and prospective customers of the same class.

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

- ~~(87)~~ All service rendered shall be subject to the Company's Standard Contract forms and to its Electric Rate Book.

- ~~(98)~~ Any charges, deposits or contributions may be required In Advance of commencement of construction.

C6.2 Underground Policy

A. General

This rule sets forth the conditions under which the Company shall install direct burial underground electric distribution systems and underground service connections for residential and General Service customers. For the purpose of this rule, such underground distribution facilities are defined as those facilities operated at 15,000 Volts or less phase to ground wye connected or 20,000 Volts or less phase to phase delta connected.

The general policy of the Company is that real estate developers, property owners or other applicants for underground service shall make a contribution in aid of construction to the Company in an amount equal to the estimated difference in cost between underground and equivalent overhead facilities.

Methods for determining this cost differential for specific classifications of service are provided herein. In cases, where the nature of service or the construction conditions are such that these conditions are not applicable, the general policy stated above shall apply.

It shall be mandatory that all original electric distribution systems installed in new residential subdivisions and in existing residential subdivisions in which overhead electric distribution facilities have not already been constructed be placed underground, except that a lot within a subdivision facing a previously existing street or county road and having an existing overhead distribution line on its side of the street or county road shall be served with an underground service from these facilities and shall be considered a part of the underground service area. It shall also be mandatory that all original service connections installed to serve one-family or two-family dwellings from an underground distribution system be placed underground.

Except as otherwise provided in the following paragraph, it shall be mandatory that all new General Service distribution systems and service connections installed in the vicinity of or on the customer's premises to be served, and constructed solely to serve the customer or a group of adjacent customers, be placed underground.

(Continued on Sheet No. C-35.00)

(Continued From Sheet No. C-39.00)

C6. DISTRIBUTION SYSTEMS, LINE EXTENSIONS AND SERVICE CONNECTIONS (Contd)

C6.2 Underground Policy (Contd)

- E. Where, in the Company's judgment, practical difficulties exist, such as frost or water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards, the per foot charges included in this Rule C6.2, Underground Policy, shall not apply and the contribution in aid of construction shall be equal to the estimated difference in cost between overhead and underground facilities but not less than the contribution calculated under the appropriate per foot charge.
- F. Where electric facilities are placed underground at the option of the Company for its own convenience, or where underground construction is required by ordinance in heavily congested downtown areas, the Company shall bear the cost of such construction.
- G. Conditions

The Company reserves the right to make special contractual arrangements as to the provision of necessary Service Facilities, duration of contract, amount of deposit and refunds thereon, minimum bills or other service conditions with respect to the customers or prospective customers whose load requirements exceed the capacity of the available distribution system in the area, or whose load characteristics or special service needs require unusual investments by the Company in Service Facilities or where there is not sufficient assurance of the permanence of the use of the service. The Company shall construct underground electric distribution facilities and extensions only in the event it is able to obtain or use the necessary materials, equipment and supplies. The Company, subject only to review by the Commission, reserves the right, in its discretion, to allocate the use of such materials, equipment and supplies it may have on hand from time to time among the various classes of customers and prospective customers and among various customers and prospective customers of the same class.

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

All service rendered shall be subject to the Company's Standard Contract forms and to its Electric Rate Book.

- H. Any charges, deposits or contributions may be required In Advance of commencement of construction.

(Continued on Sheet No. C-41.00)

(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 adjustment factor of ~~1.0805~~ 1.07933 applied to projected average booked cost of fuel burned for electric generation and purchased and net interchange power incurred above or below a cost base of \$0.05570 per kWh (excluding line losses). Average booked costs of fuel burned and purchased and net interchange power shall be equal to the booked costs in that period divided by that period's net system kWh requirements. The average booked costs so determined shall be truncated to the full \$0.00001 cost per Kilowatt-hour. Net system kWh requirements shall be the sum of the net kWh generation and net kWh purchased and interchange power.

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

(Continued from Sheet No. C-48.64)

C10. RENEWABLE ENERGY PLAN (REP) (Contd)

C10.5 Pilot Solar Program (Contd)

E. Solar Energy Credits

Solar Energy Credits applied to the customer's monthly bill are based on the customer's subscription level, the energy credit and the capacity credit.

The Solar Energy Credits in years one through five will be based on the Short Term Program Energy and Capacity Value and in years six through twenty-five on the sum of the Long Term Program Energy Value and the Long Term Program Capacity Value.

The Long Term Program Energy Value includes a factor to account for avoided line losses attributable to the distributed resource location on the distribution system. The avoided line loss factor is ~~2.71~~ 2.32%. This value will be revised when line losses are updated in general electric rate cases, as approved by the Commission.

Customers that chose to have the REC sold when this option was initially available will be credited quarterly. The REC credit is based on a Michigan Renewable Portfolio Standard REC value published quarterly in the Midwest Market Notes by Clear Energy Brokerage and Consulting, LLC, or successor publication, multiplied by the RECs generated. Alternatively, the REC value may be based on the actual sale of the RECs.

If the monthly Solar Energy Credit is greater than the customer's bill, the excess credit will be rolled over and applied to the next month's bill. If a Solar Energy Credit accumulates to an amount greater than \$100, the Company shall pay the balance to the customer.

F. Reporting

Solar Program production data will be available on the Company's website. Each participating customer's monthly energy bill will include the Subscription Payment and Solar Energy Credit.

The Company will provide quarterly reports to the MPSC detailing the enrollment status and Solar Program production.

G. Cost Recovery

Costs will be recovered as set forth in the Commission Order in Case No. U-17752.

(Continued on Sheet No. C-48.67)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-6.00

RATE CATEGORIES AND PROVISIONS

Description	Full Service	Retail Open Access
<u>RESIDENTIAL SUMMER ON-PEAK BASIC RATE RSP</u>		
<u>Residential Provisions</u>	<u>1001</u>	<u>Not Applicable</u>
<u>Residential Summer On-Peak Basic With Income Assistance (RIA) *</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Residential Summer On-Peak Basic With Senior Citizen (RSC) *</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Peak Power Savers – Air Conditioner Peak Cycling Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Peak Power Savers – Peak Reward</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Peak Power Savers – Critical Peak Pricing</u>	<u>Applicable</u>	<u>Not Applicable</u>
 <u>Residential Summer On-Peak Basic With Self-Generation (SG)**</u>	 <u>1700</u>	 <u>Not Applicable</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>
 RESIDENTIAL SERVICE SECONDARY RATE RS		
Residential Provisions	1000	2000
Residential With Income Assistance (RIA) *	Applicable	Applicable
Residential With Senior Citizen (RSC) *	Applicable	Applicable
Peak Power Savers – Air Conditioner Peak Cycling Program	1005	Not Applicable
Residential With Self-Generation (SG)**	1700	Not Applicable
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable
Non-Transmitting Meter Provision	Applicable	Applicable
 RESIDENTIAL SERVICE DYNAMIC PROGRAM		
Peak Power Savers – Critical Peak Time-of-Use (RDP)	1007	Not Applicable
Peak Power Savers – Peak Rewards Time-of-Use (RDPR)	1008	Not Applicable
<u>Provisions</u>		
Residential Dynamic Pricing With Income Assistance (RIA)*	Applicable	<u>Not</u> Applicable
Residential Dynamic Pricing With Senior Citizen (RSC)*	Applicable	<u>Not</u> Applicable
Residential Dynamic Pricing With Self-Generation (SG)**	1700	Not Applicable
Green Generation Program	Applicable	Not Applicable
 RESIDENTIAL SERVICE TIME-OF-DAY SECONDARY RATE RT		
Residential Time-of-Day Provisions	1010	2010
Residential Time-of-Day With Income Assistance (RIA) *	Applicable	Applicable
Residential Time-of-Day With Senior Citizen (RSC)*	Applicable	Applicable
Residential Time-of-Day With Self-Generation (SG)**	1705	Not Applicable
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable

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

** Provisions shall not be taken in conjunction with the Net Metering Program.

(Continued on Sheet No. D-6.10 6.05)

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

EXPERIMENTAL RESIDENTIAL PLUG-IN ELECTRIC VEHICLE CHARGING PROGRAM

Residential Electric Vehicle Service (REV-1)	1020	Not Applicable
Residential Electric Vehicle Service (REV-1) With Self-Generation (SG)**	1710	Not Applicable
Residential Electric Vehicle Service (REV-2)	1030	Not Applicable
Green Generation Program	Applicable	Not Applicable

RESIDENTIAL SMART HOURS RATE RSH

<u>Residential</u>	<u>1XXX</u>	<u>Not Applicable</u>
<u>Provisions</u>		
<u>Residential Smart Hours With Income Assistance (RIA) *</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Residential Smart Hours With Senior Citizen (RSC) *</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Peak Power Savers – Air Conditioner Peak Cycling Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Peak Power Savers – Peak Reward</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Peak Power Savers – Critical Peak Pricing</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Residential Smart Hours With Self-Generation (SG)**</u>	<u>1700</u>	<u>Not Applicable</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>

RESIDENTIAL NIGHTTIME SAVERS RATE RPM

<u>Residential</u>	<u>1XXX</u>	<u>Not Applicable</u>
<u>Provisions</u>		
<u>Residential Nighttime Savers With Income Assistance (RIA) *</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Residential Nighttime Savers With Senior Citizen (RSC) *</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Residential Nighttime Savers With Electric Vehicle Only Charging Credit (REV)</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Peak Power Savers – Air Conditioner Peak Cycling Program</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Peak Power Savers – Peak Reward</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Peak Power Savers – Critical Peak Pricing</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Residential Nighttime Savers With Self-Generation (SG)**</u>	<u>1700</u>	<u>Not Applicable</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>

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

** Provisions shall not be taken in conjunction with the Net Metering Program.

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-6.10

RATE CATEGORIES AND PROVISIONS

(Continued From Sheet No. D-~~6.00~~ 6.05)

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

*Provisions shall not be taken in conjunction with the Net Metering Program.

(Continued on Sheet No. D-7.00)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-7.00

RATE CATEGORIES AND PROVISIONS

(Continued From Sheet No. D-6.10)

Description	Full Service	Retail Open Access
GENERAL SERVICE PRIMARY RATE GP		
Commercial (Customer Voltage Level 1, 2 or 3)	1200	2200
Industrial (Customer Voltage Level 1, 2 or 3)	1210	2210
<u>Provisions</u>		
Commercial (Customer Voltage Level 1, 2 or 3) Resale	Applicable	Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Educational Institution (GEI)	Applicable	Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1745	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1750	Not Applicable
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable
LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD		
Commercial (Customer Voltage Level 1, 2 or 3)	1220	2220
Industrial (Customer Voltage Level 1, 2 or 3)	1230	2230
<u>Provisions</u>		
Commercial (Customer Voltage Level 1, 2 or 3) Resale	Applicable	Applicable
Industrial (Customer Voltage Level 1, 2 or 3) Resale	Applicable	Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Aggregate Peak Demand (GAP) **	Applicable	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Aggregate Peak Demand (GAP) **	Applicable	Not Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Educational Institution (GEI) **	Applicable	Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Educational Institution (GEI) **	Applicable	Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Interruptible (GI)	Applicable	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Interruptible (GI)	Applicable	Not Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Interruptible – Market Price (GI2)	Applicable	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Interruptible – Market Price (GI2)	Applicable	Not Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1755	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1760	Not Applicable
Net Metering Program	Applicable	Applicable
Green Generation Program	Applicable	Not Applicable
GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU		
Commercial (Customer Voltage Level 1, 2, or 3)	1280	Not Applicable
Industrial (Customer Voltage Level 1, 2, or 3)	1285	Not Applicable
<u>Provisions</u>		
<u>Commercial (Customer Voltage Level 1, 2 or 3) Resale</u>	<u>Applicable</u>	<u>Not Applicable</u>
<u>Industrial (Customer Voltage Level 1, 2 or 3) Resale</u>	<u>Applicable</u>	<u>Not Applicable</u>
Commercial with Education Institution (GEI)	Applicable	Applicable
Industrial with Education Institution (GEI)	Applicable	Applicable
Commercial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1765	Not Applicable
Industrial (Customer Voltage Level 1, 2 or 3) With Self-Generation (SG) **	1770	Not Applicable
Net Metering Program	Applicable	Not Applicable
Green Generation Program	Applicable	Not Applicable
GENERAL SERVICE ENERGY INTENSIVE PRIMARY RATE EIP		
Industrial (Customer Voltage Level 1, 2, or 3)	1250	Not Applicable
<u>Provisions</u>		
Commercial (Customer Voltage Level 1, 2, or 3) With Self-Generation (SG) **	1775	Not Applicable
Industrial (Customer Voltage Level 1, 2, or 3) With Self-Generation (SG) **	1780	Not Applicable
Green Generation Program	Applicable	Not Applicable

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

** Provisions shall not be taken in conjunction with the Net Metering Program.

(Continued on Sheet No. D-7.10)

RESIDENTIAL SUMMER ON-PEAK BASIC RATE

Availability:

Subject to any restrictions, this rate is available to any Full Service Customer desiring electric service for any usual residential use in: (i) private family dwellings; (ii) tourist homes, rooming houses, dormitories, nursing homes and other similarly occupied buildings containing sleeping accommodations for up to six persons; or (iii) existing multifamily dwellings containing up to four households served through a single meter. Service for single-phase or three-phase equipment may be included under this rate, provided the individual capacity of such equipment does not exceed 3 hp or 3 kW, nor does the total connected load of the home exceed 10 kW, without the specific consent of the Company.

The Residential Summer On-Peak Basic Rate Pilot will commence by June 1, 2019. Customer eligibility to participate in the Pilot is determined solely by the Company. Selected customers must remain in the pilot through December 31, 2019.

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

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

Nature of Service:

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

Monthly Rate:

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

Energy Charge:

<u>Non-Capacity</u>	<u>Capacity</u>	<u>Total</u>	
<u>\$0.061121</u>	<u>\$0.035660</u>	<u>\$0.096781</u>	<u>per kWh for Off-Peak kWh between June 1 and September 30</u>
<u>\$0.090785</u>	<u>\$0.052967</u>	<u>\$0.143752</u>	<u>per kWh for On-Peak kWh between June 1 and September 30</u>
<u>\$0.061121</u>	<u>\$0.035660</u>	<u>\$0.096781</u>	<u>per kWh for all kWh between October 1 and May 31</u>

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.

System Access Charge: \$7.50 per customer per month

Distribution Charge: \$0.047054 per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

RESIDENTIAL SUMMER ON-PEAK BASIC RATE
(Continued From Sheet No. D-8.10)

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 Natural Gas Service, R 460.102, Definitions; A to F. 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 ch

arges are applicable to Full Service Customers.

Income Assistance Credit: \$(7.50) per customer per month

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

Senior Citizen Service Provision (RSC):

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

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

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

Senior Citizen Credit: \$(3.75) per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA).

Peak Power Savers:

Customers can elect to participate in the Air Conditioning Peak Cycling Program and the Peak Reward Program as described in this tariff. When a customer participates in both programs, the customer's incremental energy savings earned under the Peak Reward is compared to the Peak Power Savers – Air Conditioner Peak Cycling Program Credit. The greater of the two credits will be applied to the customer's invoice for that billing month. Both credits will not apply in a single billing month. Customers participating in the Peak Rewards Program cannot participate in the Critical Peak Price Program.

Air Conditioner Peak Cycling Program – (Available on a Date to be Announced by the Company):

A customer in a single family residence who is taking service from the Company may be eligible to participate in the Company's voluntary Peak Power Savers – Air Conditioner Peak Cycling Program for load management of eligible electric central air conditioning, central heat pump, or other qualifying electric equipment. Customer eligibility to participate in this program is determined solely by the Company. The Company will accept a customer's central air conditioning, central heat pump, and other qualifying electric equipment under this program 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 program 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.

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

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

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

(Continued on Sheet No. D-8.30)

RESIDENTIAL SUMMER ON-PEAK BASIC RATE
(Continued From Sheet No. D-8.20)

Monthly Rate: (Contd)

Peak Power Savers: (Contd)

Air Conditioner Peak Cycling Program: (Contd)

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

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

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

Peak Power Savers – Air Conditioner Peak Cycling Credit: \$(8.00) per customer per month during the billing months of June-September

Peak Reward – (Available on a Date to be Announced by the Company):

Participating customers are able to manage electric costs by reducing load during critical peak events. The Company may call up to fourteen critical peak events between June 1 and September 30. Customers will be notified by 11:59 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer. Customers must have a transmitting meter to participate in Peak Power Savers.

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

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

Peak Reward \$(0.95) per kWh of incremental energy reduction during a critical peak event between June 1 and September 30

Critical Peak Price – (Available on a Date to be Announced by the Company)

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

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

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

Critical Peak Price \$0.95 per kWh of energy consumed during a critical peak event between June 1 and September 30

Capacity Discount \$(0.0XXXXX) per kWh for Off-Peak kWh between June 1 and September 30

Self-Generation Provision (SG):

As of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities must meet the Parallel Operation Requirements set forth in Rule C1.6 B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Attachment 2

To Settlement Agreement In Case No. U-20134

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge: \$0.0010 per kWh purchased for generation installations with a capacity of 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

(Continued on Sheet No. D-8.40)

RESIDENTIAL SUMMER ON-PEAK BASIC RATE
(Continued From Sheet No. D-8.30)

Monthly Rate: (Contd)

Net Metering Program:

The Net Metering Program is available to any eligible customer as described in Rule C 11., 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 C 11., 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.

Schedule of On-Peak and Off-Peak Hours:

The following schedule shall apply Monday through Friday, June 1 through September 30, including weekday holidays when applicable:

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

Saturday and Sunday are Off-Peak.

Minimum Charge:

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

Due Date and Late Payment Charge:

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

Term and Form of Contract:

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

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-9.00

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.

As of January 1, 2020 this rate is closed to new business. After January 1, 2020 this rate is only available to customers electing a Non-Transmitting Meter in accordance with Rule C5.5, Non-Transmitting Meter Provision or customers determined to be eligible at the Company's sole discretion.

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

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

Nature of Service:

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

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

Monthly Rate:

Power Supply Charges:

These charges are applicable to Full Service customers.

Energy Charge:

Non-Capacity	Capacity	Total	
\$0.061459 <u>0.060483</u>	\$0.033144 <u>0.035102</u>	\$0.094603 <u>0.095585</u>	per kWh for the first 600 kWh per month during the billing months of June - September
\$0.082726 <u>0.079987</u>	\$0.044613 <u>0.046421</u>	\$0.127339 <u>0.126408</u>	per kWh for all kWh over 600 kWh per month during the billing months of June - September
\$0.061459 <u>0.060483</u>	\$0.033144 <u>0.035102</u>	\$0.094603 <u>0.095585</u>	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 <u>7.50</u>	per customer per month
Distribution Charge:	\$0.050510 <u>0.047054</u>	per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Securitization Charges shown on Sheet Nos. D-5.00 and D-5.10.

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

(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 Natural Gas Service, R 460.102, Definitions; A to F. 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)~~ 7.50 per customer per month

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

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

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~~ 3.75) per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA).

Self-Generation Provision (SG):

As of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities must meet the Parallel Operation Requirements set forth in Rule C1.6 B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge: \$0.0010 per kWh purchased for generation installations with a capacity of ~~400~~ 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

(Continued on Sheet No. D-11.10)

RESIDENTIAL SERVICE SECONDARY RATE RS

(Continued From Sheet No. D-11.00)

Monthly Rate: (Contd)

Peak Power Savers – Air Conditioner Peak Cycling Program:

A customer in a single family residence who is taking service from the Company may be eligible to participate in the Company's voluntary Peak Power Savers – Air Conditioner Peak Cycling Program for load management of eligible electric central air conditioning, central heat pump, or other qualifying electric equipment. Customer eligibility to participate in this program is determined solely by the Company. The customer must be located within an area in which Advanced Metering Infrastructure (AMI) is deployed and have a fully operational AMI meter for purposes of this program. The Company will accept a customer's central air conditioning, central heat pump, and other qualifying electric equipment under this program 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 program 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.

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

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

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

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

The monthly credit for the Peak Power Savers – Air Conditioner Peak Cycling Program shall be applied as follows:

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

Peak Power Savers – Air Conditioner Peak Cycling Credit: ~~\$(8.00 7.84)~~ per customer per month during the billing months of June-September

(Continued on Sheet No. D-11.20)

Attachment 2

To Settlement Agreement In Case No. U-20134

M.P.S.C. No. 13 - Electric
Consumers Energy Company

Sheet No. D-13.01

RESIDENTIAL DYNAMIC PRICING PROGRAM

(Continued From Sheet No. D-13.00)

Monthly Rate:

Option 1 – Peak Power Savers - Critical Peak Time-of-Use Rate (RDP):

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

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak – Summer	\$ 0.041772 <u>0.048820</u>	\$ 0.017709 <u>0.028333</u>	\$0.059481 <u>0.077153</u>	per kWh for all Off-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
Mid-Peak – Summer	\$-0.058218 <u>0.069461</u>	\$ 0.024681 <u>0.040312</u>	\$ 0.082899 <u>0.109773</u>	per kWh for all Mid-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
On-Peak – Summer	\$-0.072892 <u>0.088400</u>	\$ 0.030902 <u>0.051304</u>	\$ 0.103794 <u>0.139704</u>	per kWh for all On-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
Off-Peak – Winter	\$-0.057140 <u>0.048820</u>	\$ 0.030815 <u>0.028333</u>	\$ 0.087955 <u>0.077153</u>	per kWh for all Off-Peak kWh during the billing months of October-May <u>between October 1 and May 31</u>
On-Peak – Winter	\$-0.065872 <u>0.061087</u>	\$ 0.035524 <u>0.035452</u>	\$ 0.101396 <u>0.096539</u>	per kWh for all On-Peak kWh during the billing months of October-May <u>between October 1 and May 31</u>
Critical Peak Event	\$ 0.611119 <u>0.601129</u>	\$ 0.338881 <u>0.348871</u>	\$0.950000	per kWh during a critical peak event between June 1 and September 30

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.

System Access Charge:-	\$7.00 <u>7.50</u>	per customer per month
Distribution Charge:-	\$ 0.050510 <u>0.047054</u>	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-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

Option 2 – Peak Power Savers - Peak Rewards Time-of-Use Rate RDPR:

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

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak-Summer	\$-0.050506 <u>0.057112</u>	\$ 0.027125 <u>0.033146</u>	\$0.077631 <u>0.090258</u>	per kWh for all Off-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
Mid-Peak-Summer	\$-0.070391 <u>0.081003</u>	\$ 0.037804 <u>0.047012</u>	\$0.108195 <u>0.128015</u>	per kWh for all Mid-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
On-Peak-Summer	\$-0.088134 <u>0.102910</u>	\$ 0.047333 <u>0.059726</u>	\$0.13467 <u>0.162636</u>	per kWh for all On-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
Off-Peak-Winter	\$-0.057140 <u>0.048820</u>	\$ 0.030815 <u>0.028333</u>	\$0.087955 <u>0.077153</u>	per kWh for all Off-Peak kWh during the billing months of October-May <u>between October 1 and May 31</u>
On-Peak -Winter	\$-0.065872 <u>0.061087</u>	\$ 0.035524 <u>0.035452</u>	\$0.101396 <u>0.096539</u>	per kWh for all On-Peak kWh during the billing months of October-May <u>between October 1 and May 31</u>
Critical Peak Reward	\$(0.611119) <u>(0.601129)</u>	\$(0.338881) <u>(0.348871)</u>	\$(0.950000)	per kWh during a critical peak event between June 1 and September 30

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

(Continued on Sheet No. D-13.02)

RESIDENTIAL DYNAMIC PRICING PROGRAM
(Continued From Sheet No. D-13.01)

Monthly Rate: (Contd)

Option 2 – Peak Power Savers – Peak Rewards Time-of-Use Rate RDPR: (Contd)

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

System Access Charge: ~~\$7.00~~ per customer per month

7.50

Distribution Charge: ~~\$0.050510~~ per kWh for all kWh for a Full Service customer

0.047054

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

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 Natural Gas Service, R 460.102, Definitions; A to F. 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~~ 7.50) per customer per month

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

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~~ 3.75) per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA).

RESIDENTIAL DYNAMIC PRICING PROGRAM

(Continued From Sheet No. D-13.02)

Monthly Rate: (Contd)

Self-Generation Provision (SG):

As of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities must meet the Parallel Operation Requirements set forth in Rule C 1.6 B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge: \$0.0010 per kWh purchased for generation installations with a capacity of ~~400~~ 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

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

(Continued on Sheet No. D-13.04)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 – Electric
Consumers Energy Company**

Sheet No. D-13.10

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 take service under one of the following options as applicable:

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.

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:

	Non-Capacity	Capacity	Total	
Off-Peak – Summer	\$ 0.054616 <u>0.049127</u>	\$ 0.029411 <u>0.028511</u>	\$0.084027 <u>0.077638</u>	per kWh for all Off-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
Mid-Peak – Summer	\$ 0.076120 <u>0.073691</u>	\$ 0.040991 <u>0.042767</u>	\$0.117111 <u>0.116458</u>	per kWh for all Mid-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
On-Peak – Summer	\$ 0.095305 <u>0.117906</u>	\$ 0.051322 <u>0.068427</u>	\$0.146627 <u>0.186333</u>	per kWh for all On-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
Off-Peak – Winter	\$ 0.054616 <u>0.049127</u>	\$ 0.029411 <u>0.028511</u>	\$0.084027 <u>0.077638</u>	per kWh for all Off-Peak kWh during the billing months of October-May <u>between October 1 and May 31</u>
On-Peak – Winter	\$ 0.062963 <u>0.073691</u>	\$ 0.033906 <u>0.042767</u>	\$0.096869 <u>0.116458</u>	per kWh for all On-Peak kWh during the billing months of October-May <u>between October 1 and May 31</u>

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 (Contd)

Option 1 – REV – 1 (Contd)

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

System Access Charge: ~~\$7.00~~ 7.50 per customer per month

Distribution Charge: ~~\$0.050510~~ 0.047054 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-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

General Terms:

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

Self-Generation Provision (SG):

As of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities must meet the Parallel Operation Requirements set forth in Rule C 1.6 B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge:

\$0.0010 per kWh purchased for generation installations with a capacity of ~~400~~ 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstance.

(Continued on Sheet No. D-13.25)

Attachment 2

To Settlement Agreement In Case No. U-20134

M.P.S.C. No. 13 - Electric
Consumers Energy Company

Sheet No. D-13.25

EXPERIMENTAL RESIDENTIAL PLUG-IN ELECTRIC VEHICLE CHARGING PROGRAM
(Continued From Sheet No. D-13.20)

Monthly Rate (Contd)

Option 2 - REV-2:

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

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak – Summer	\$ 0.054616 <u>0.049127</u>	\$ 0.029411 <u>0.028511</u>	\$ 0.084027 <u>0.077638</u>	per kWh for all Off-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
Mid-Peak – Summer	\$ 0.076120 <u>0.073691</u>	\$ 0.040991 <u>0.042767</u>	\$ 0.117111 <u>0.116458</u>	per kWh for all Mid-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
On-Peak – Summer	\$ 0.095305 <u>0.117906</u>	\$ 0.051322 <u>0.068427</u>	\$ 0.146627 <u>0.186333</u>	per kWh for all On-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
Off-Peak – Winter	\$ 0.054616 <u>0.049127</u>	\$ 0.029411 <u>0.028511</u>	\$ 0.084027 <u>0.077638</u>	per kWh for all Off-Peak kWh during the billing months of October-May <u>between October 1 and May 31</u>
On-Peak – Winter	\$ 0.062963 <u>0.073691</u>	\$ 0.033906 <u>0.042767</u>	\$ 0.096869 <u>0.116458</u>	per kWh for all On-Peak kWh during the billing months of October-May <u>between October 1 and May 31</u>

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

Distribution Charge: ~~\$0.050510~~ 0.047054 for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10. 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)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-14.00

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.

	Non-Capacity	Capacity	Total	
On-Peak - Summer	\$0.80976 <u>0.078143</u>	\$0.032182 <u>0.045351</u>	\$0.113158 <u>0.123494</u>	per kWh for all On-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
Off-Peak - Summer	\$0.056108 <u>0.053674</u>	\$0.022299 <u>0.031150</u>	\$0.078407 <u>0.084824</u>	per kWh for all Off-Peak kWh during the billing months of June-September <u>between June 1 and September 30</u>
On-Peak - Winter	\$0.065314 <u>0.065300</u>	\$0.025958 <u>0.037898</u>	\$0.091272 <u>0.103198</u>	per kWh for all On-Peak kWh during the billing months of October-May <u>between October 1 and May 31</u>
Off-Peak - Winter	\$0.058042 <u>0.057190</u>	\$0.023068 <u>0.033191</u>	\$0.081110 <u>0.090381</u>	per kWh for all Off-Peak kWh during the billing months of October-May <u>between October 1 and May 31</u>

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~~ 7.50 per customer per month

Distribution Charge: ~~\$0.050510~~ 0.047054 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-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

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 Natural Gas Service, R 460.102 Definitions; A to F. 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)~~ 7.50 per customer per month

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

(Continued on Sheet No. D-15.00)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 – Electric
Consumers Energy Company**

Sheet No. D-15.00

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

Monthly Rate: (Contd)

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~~ 3.75) per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA).

Self-Generation Provision (SG):

As of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities must meet the Parallel Operation Requirements set forth in Rule C1.6 B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge:

\$0.0010 per kWh purchased for generation installations with a capacity of ~~400~~ 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstance.

(Continued on Sheet No. D-16.00)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-16.10

RESIDENTIAL SMART HOURS RATE

Availability:

The Residential Smart Hours Rate will be available on a date to be announced by the Company.

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

Customers are able to manage electric costs by reducing load during high cost pricing periods or shifting load from high cost pricing periods to lower cost pricing periods. During a critical peak event, customers on the Residential Smart Hours Rate will be credited the Peak Reward per kWh of incremental energy reductions.

The Company may call up to fourteen critical peak events between June 1 and September 30. Customers will be notified by 11:59 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer.

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.

	<u>Non-Capacity</u>	<u>Capacity</u>	<u>Total</u>	
<u>Off-Peak - Summer</u>	<u>\$0.059280</u>	<u>\$0.034404</u>	<u>\$0.093684</u>	<u>per kWh for all Off-Peak kWh between June 1 and September 30</u>
<u>On-Peak - Summer</u>	<u>\$0.088051</u>	<u>\$0.051101</u>	<u>\$0.139152</u>	<u>per kWh for all On-Peak kWh between June 1 and September 30</u>
<u>Off-Peak - Winter</u>	<u>\$0.059280</u>	<u>\$0.034404</u>	<u>\$0.093684</u>	<u>per kWh for all Off-Peak kWh between October 1 and May 31</u>
<u>On-Peak - Winter</u>	<u>\$0.066561</u>	<u>\$0.038629</u>	<u>\$0.105190</u>	<u>per kWh for all On-Peak kWh between October 1 and May 31</u>

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.

System Access Charge: \$7.50 per customer per month

Distribution Charge: \$0.047054 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-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

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 Natural Gas Service, R 460.102 Definitions; A to F. 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 Customers.

Income Assistance Credit: \$(7.50) per customer per month

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

(Continued on Sheet No. D-16.20)

(Continued From Sheet No. D-16.10)

Senior Citizen Service Provision (RSC):

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

Senior Citizen Credit: \$(3.75) per customer per month

Peak Power Savers:

Air Conditioner Peak Cycling Program – (Available on a Date to be Announced by the Company):

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

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

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

Peak Power Savers – Air Conditioner Peak Cycling Credit: \$ (8.00) *per customer per month during the billing months of June-September*

(Continued on Sheet No. D-16.30)

RESIDENTIAL SMART HOURS RATE
(Continued From Sheet No. D-16.20)

Monthly Rate: (Contd)

Peak Power Savers: (Contd)

Peak Reward – (Available on a Date to be Announced by the Company):

Participating customers are able to manage electric costs by reducing load during critical peak events. The Company may call up to fourteen critical peak events between June 1 and September 30. Customers will be notified by 11:59 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer. Customers must have a transmitting meter to participate in Peak Power Savers.

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

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

Peak Reward \$(0.95) per kWh of incremental energy reduction during a critical peak event between June 1 and September 30

Critical Peak Price – (Available on a Date to be Announced by the Company)

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

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

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

Critical Peak Price \$0.95 per kWh of energy consumed during a critical peak event between June 1 and September 30

Capacity Discount \$(0.0XXXXX) per kWh for Off-Peak kWh between June 1 and September 30

Self-Generation Provision (SG):

As of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities must meet the Parallel Operation Requirements set forth in Rule C1.6 B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Attachment 2

To Settlement Agreement In Case No. U-20134

Administrative Cost Charge:

\$0.0010 per kWh purchased for generation installations with a capacity of 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstance.

(Continued on Sheet No. D-16.40)

RESIDENTIAL SMART HOURS RATE
(Continued From Sheet No. D-16.30)

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.

General Terms:

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

Minimum Charge:

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

Due Date and Late Payment Charge:

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

Schedule of On-Peak and Off-Peak Hours:

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

Summer: June 1 through September 30

Winter: October 1 through May 31

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

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

Saturday and Sunday are Off-Peak.

Term and Form of Contract:

Service under this rate shall not require a written contract.

RESIDENTIAL NIGHTTIME SAVERS RATE

Availability:

The Residential Nighttime Savers Rate will be available on a date to be announced by the Company.

The Residential Nighttime Savers Rate is voluntary and available to Full Service residential customers who have the required metering equipment and infrastructure installed. The Company will furnish, install, maintain and own the required equipment at the customers' premises at the Company's expense. By selecting this rate schedule, the customer agrees to provide an email address.

Customers taking service on the Residential Nighttime Savers Rate are able to manage electric costs by reducing load during high cost pricing periods and shifting load from high cost pricing periods to lower cost pricing periods. During a critical peak event, customers on the Residential Nighttime Savers Rate will be credited the Peak Reward per kWh of incremental energy reductions.

The Company may call up to fourteen critical peak events between June 1 and September 30. Customers will be notified by 11:59 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer.

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

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

Nature of Service:

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

Monthly Rate:

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

Energy Charge:

	<u>Non-Capacity</u>	<u>Capacity</u>	<u>Total</u>	
<u>Super Off-Peak - Summer</u>	<u>\$0.047573</u>	<u>\$0.027609</u>	<u>\$0.075182</u>	<u>per kWh for all Off-Peak kWh between June 1 and September 30</u>
<u>Off-Peak - Summer</u>	<u>\$0.080874</u>	<u>\$0.046936</u>	<u>\$0.127810</u>	<u>per kWh for all Mid-Peak kWh between June 1 and September 30</u>
<u>On-Peak - Summer</u>	<u>\$0.095146</u>	<u>\$0.055219</u>	<u>\$0.150365</u>	<u>per kWh for all On-Peak kWh between June 1 and September 30</u>
<u>Super Off-Peak - Winter</u>	<u>\$0.047573</u>	<u>\$0.027609</u>	<u>\$0.075182</u>	<u>per kWh for all Off-Peak kWh between June 1 and September 30</u>
<u>Off-Peak - Winter</u>	<u>\$0.061845</u>	<u>\$0.035892</u>	<u>\$0.097737</u>	<u>per kWh for all Off-Peak kWh between October 1 and May 31</u>
<u>On-Peak - Winter</u>	<u>\$0.066602</u>	<u>\$0.038653</u>	<u>\$0.105255</u>	<u>per kWh for all On-Peak kWh between</u>

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

(Continued on Sheet No. D-17.10)

RESIDENTIAL NIGHTTIME SAVERS RATE
(Continued From Sheet No. D-17.00)

Monthly Rate: (Contd)

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

System Access Charge: \$7.50 per customer per month

Distribution Charge: \$0.047054 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-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

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 Natural Gas Service, R 460.102, Definitions; A to F. 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 Customers.*

Income Assistance Credit: \$(7.50) per customer per month

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

Senior Citizen Service Provision (RSC):

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

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

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

Senior Citizen Credit: \$(3.75) per customer per month

This credit shall not be taken in conjunction with a credit for the Income Assistance Service Provision (RIA).

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

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

"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.

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

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

Residential Plug-In Electric Vehicle Only Credit: \$(7.50) per customer per month

(Continued on Sheet No. D-17.20)

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To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-17.20

RESIDENTIAL NIGHTTIME SAVERS RATE

(Continued From Sheet No. D-17.10)

Monthly Rate: (Contd)

Peak Power Savers:

Customers can elect to participate in the Air Conditioning Peak Cycling Program and the Peak Reward Program as described in this tariff. When a customer participates in both programs, the customer's incremental energy savings earned under the Peak Reward is compared to the Peak Power Savers – Air Conditioner Peak Cycling Program Credit. The greater of the two credits will be applied to the customer's invoice for that billing month. Both credits will not apply in a single billing month. Customers participating in the Peak Rewards Program cannot participate in the Critical Peak Price Program.

Air Conditioner Peak Cycling Program – (Available on a Date to be Announced by the Company):

A customer in a single family residence who is taking service from the Company may be eligible to participate in the Company's voluntary Peak Power Savers – Air Conditioner Peak Cycling Program for load management of eligible electric central air conditioning, central heat pump, or other qualifying electric equipment. Customer eligibility to participate in this program is determined solely by the Company. The Company will accept a customer's central air conditioning, central heat pump, and other qualifying electric equipment under this program 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 program 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.

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

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

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

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

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

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

<u>Peak Power Savers – Air Conditioner Peak Cycling Credit:</u>	<u>\$(8.00)</u>	<u>per customer per month during the billing months of June-September</u>
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Peak Reward – (Available on a Date to be Announced by the Company):

Participating customers are able to manage electric costs by reducing load during critical peak events. The Company may call up to fourteen critical peak events between June 1 and September 30. Customers will be notified by 11:59 PM the day before a critical peak event is expected to occur. Receipt of such notice is the responsibility of the participating customer. Customers must have a transmitting meter to participate in Peak Power Savers.

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

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

<u>Peak Reward</u>	<u>\$(0.95)</u>	<u>per kWh of incremental energy reduction during a critical peak event between June 1 and September 30</u>
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Critical Peak Price – (Available on a Date to be Announced by the Company)

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

Attachment 2

To Settlement Agreement In Case No. U-20134

notice is the responsibility of the participating customer. Customers must have a transmitting meter to participate in Peak Power Savers.

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

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

Critical Peak Price \$0.95 per kWh of energy consumed during a critical peak event between June 1 and September 30

Capacity Discount \$(0.0XXXXX) per kWh for Off-Peak kWh between June 1 and September 30

(Continued on Sheet No. D-17.30)

RESIDENTIAL NIGHTTIME SAVERS RATE
(Continued From Sheet No. D-17.20)

Monthly Rate: (Contd)

Self-Generation Provision (SG):

As of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities must meet the Parallel Operation Requirements set forth in Rule C1.6 B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge: \$0.0010 per kWh purchased for generation installations with a capacity of 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

RESIDENTIAL NIGHTTIME SAVERS RATE
(Continued From Sheet No. D-17.30)

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.

General Terms:

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

Minimum Charge:

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

Due Date and Late Payment Charge:

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

Schedule of Hours:

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

Summer: June 1 through September 30

Winter: October 1 through May 31

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

Saturday and Sunday are Super Off-Peak.

Term and Form of Contract:

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

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**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-18.00

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) resale for lighting service, or (v) new or expanded service for resale to residential customers. Unmetered Billboard Service is not available to Retail Open Access service.

Nature of Service:

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

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

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

Monthly Rate:

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

Energy Charge:

Non-Capacity	Capacity	Total	
\$0.064518	\$0.032361	\$0.096879	per kWh for all kWh during the billing months of June-September
<u>0.062210</u>	<u>0.034294</u>	<u>0.096504</u>	
\$0.061907	\$0.031051	\$0.092958	per kWh for all kWh during the billing months of October-May
<u>0.061580</u>	<u>0.033947</u>	<u>0.095527</u>	

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:	\$0.042765	per kWh for all kWh
	<u>0.042472</u>	

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

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.

Education Institution Credit: \$(0.000748) ~~(0.000708)~~ per kWh for all kWh

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

Self-Generation Provision (SG):

As of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities must meet the Parallel Operation Requirements set forth in Rule C 1.6 B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

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To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet D-19.10

GENERAL SERVICE SECONDARY RATE GS

(Continued From Sheet No. D-19.00)

Monthly Rate: (Contd)

Administrative Cost Charge:

\$0.0010 per kWh purchased for generation installations with a capacity of ~~100~~ 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

Net Metering Program:

The Net Metering Program is available to any eligible customer as described in Rule C 11, 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 C 11, 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 provision contained in Rule C 10.2, 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 System Access Charge included in the rate and any applicable non-consumption based surcharges. Special Minimum Charges shall be billed in accordance with Rule C15., Special Minimum Charges.

Due Date and Late Payment Charge:

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

Term and Form of Contract:

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

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To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-21.10

GENERAL SERVICE SECONDARY TIME-OF-USE RATE GSTU

Availability:

Subject to any restrictions, General Service Secondary Time-of-Use Rate GSTU is available to any Full Service Customer taking service at the Company's Secondary Voltage level with advanced metering infrastructure and supporting critical systems.

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

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

Nature of Service:

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

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

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

Monthly Rate:

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

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak - Summer	\$0.059509 <u>0.055495</u>	\$0.029848 <u>0.030592</u>	\$0.089357 <u>0.086087</u>	per kWh for all Off-Peak kWh during the billing months of June - September
Mid-Peak - Summer	\$0.090026 <u>0.086391</u>	\$0.045155 <u>0.047624</u>	\$0.135181 <u>0.134015</u>	per kWh for all Mid-Peak kWh during the billing months of June - September
On-Peak - Summer	\$0.112717 <u>0.109946</u>	\$0.056536 <u>0.060609</u>	\$0.169253 <u>0.170555</u>	per kWh for all On-Peak kWh during the billing months of June - September
Off-Peak - Winter	\$0.050823 <u>0.050720</u>	\$0.025492 <u>0.027960</u>	\$0.076315 <u>0.078680</u>	per kWh for all Off-Peak kWh during the billing months of October - May
On-Peak - Winter	\$0.057191 <u>0.057913</u>	\$0.028686 <u>0.031925</u>	\$0.085877 <u>0.089838</u>	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.

System Access Charge: \$20.00 per customer per month

Distribution Charge: ~~\$0.042765~~
0.042472 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-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

(Continued on Sheet No. D-21.20)

**GENERAL SERVICE SECONDARY TIME-OF-USE RATE GSTU
(Continued From Sheet No. D-21.10)**

Monthly Rate: (Contd)

Schedule of Hours:

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

Summer Billing Months of June through September:

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

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

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

Resale Service Provision:

Subject to any restrictions, 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 Customers.

Education Institution Credit: \$(~~0.000708~~ 0.000748) per kWh for all kWh

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

Self-Generation Provision (SG):

As of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities must meet the Parallel Operation Requirements set forth in Rule C 1.6 B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

(Continued on Sheet No. D-21.30)

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To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 – Electric
Consumers Energy Company**

Sheet No. D-21,30

**GENERAL SERVICE SECONDARY TIME-OF-USE RATE GSTU
(Continued From Sheet No. D-21.20)**

Monthly Rate: (Contd)

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge:

\$0.0010 per kWh purchased for generation installations with a capacity of ~~400~~ 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

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.

General Terms:

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

Minimum Charge:

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

Due Date and Late Payment Charge:

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

Term and Form of Contract:

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

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**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-22.00

GENERAL SERVICE SECONDARY DEMAND RATE GSD

Availability:

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

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

Nature of Service:

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

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

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

Monthly Rate:

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

Capacity <u>Peak Demand</u> Charge:			
<u>Non-Capacity</u>	<u>Capacity</u>	<u>Total</u>	
	\$12.30		per kW for all kW of Peak Demand during the
<u>\$8.10</u>	<u>13.04</u>	<u>\$21.14</u>	billing months of June-September
	\$10.30		
<u>\$6.10</u>	<u>11.04</u>	<u>\$17.14</u>	per kW for all kW of Peak Demand during the
			billing months of October-May

Energy Charge:

Non-Capacity	
\$0.066286 <u>0.043298</u>	per kWh for all kWh during the billing months of June-September.
\$0.061142 <u>0.040994</u>	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:	\$1.15	per kW for all kW of Peak Demand
Distribution Charge:	\$0.035219 <u>0.029722</u>	per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

(Continued on Sheet No. D-23.00)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-24.00

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.

Education Institution Credit: \$~~(0.000618~~ 0.000616) per kWh for all kWh

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

Self-Generation Provision (SG):

Subject to any restrictions, as of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities operated in parallel with the Company's system must meet the Parallel Operation Requirements set forth in Rule C1.6 B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

There shall be no double billing of demand under the base rate and the Self-Generation Provision.

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge:

\$0.0010 per kWh purchased for generation installations with a capacity of ~~+00~~ 550 kW or less.

(Continued on Sheet No. D-24.10)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-27.00

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 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:

Non-Capacity	Capacity	Total	
\$0.059274	\$0.041771	\$0.101045	per kWh for all kWh during the billing months of June-September
<u>0.058898</u>	<u>0.047432</u>	<u>0.106330</u>	
\$0.057187	\$0.040392	\$0.097579	per kWh for all kWh during the billing months of October-May
<u>0.058404</u>	<u>0.047054</u>	<u>0.105458</u>	

Charges for Customer Voltage Level 2 (CVL 2)

Energy Charge:

Non-Capacity	Capacity	Total	
\$0.053574	\$0.036071	\$0.089645	per kWh for all kWh during the billing months of June-September
<u>0.053957</u>	<u>0.042491</u>	<u>0.096448</u>	
\$0.051487	\$0.034692	\$0.086179	per kWh for all kWh during the billing months of October-May
<u>0.053463</u>	<u>0.042113</u>	<u>0.095576</u>	

Charges for Customer Voltage Level 1 (CVL 1)

Energy Charge:

Non-Capacity	Capacity	Total	
\$0.051574	\$0.034071	\$0.085645	per kWh for all kWh during the billing months of June-September
<u>0.048787</u>	<u>0.037321</u>	<u>0.086108</u>	
\$0.049487	\$0.032692	\$0.082179	per kWh for all kWh during the billing months of October-May
<u>0.048293</u>	<u>0.036943</u>	<u>0.085236</u>	

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: \$100.00 per customer per month

Charges for Customer Voltage Level 3 (CVL 3)

Distribution Charge: ~~\$0.017248~~ 0.013386 per kWh for all kWh

Charges for Customer Voltage Level 2 (CVL 2)

Distribution Charge: ~~\$0.010773~~ 0.007723 per kWh for all kWh

Charges for Customer Voltage Level 1 (CVL 1)

Distribution Charge: ~~\$0.007882~~ 0.005733 per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

Adjustment for Power Factor

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

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

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

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

Resale Service Provision

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

GENERAL SERVICE PRIMARY RATE GP
(Continued From Sheet No. D-27.10)

Monthly Rate (Contd)

Substation Ownership Credit

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

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

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

Substation Ownership Credit: \$ (~~0.000394~~ 0.000287) per kWh for all kWh

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

Educational Institution Service Provision (GEI)

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

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

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

Educational Institution Credit: \$(~~0.000530~~ 0.000571) per kWh for all kWh

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

Self-Generation Provision (SG):

As of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities operated in parallel with the Company's system must meet the Parallel Operation Requirements set forth in Rule C1.6B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

(Continued on Sheet No. D-29.00)

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

Monthly Rate (Contd)

Self-Generation Provision (SG) (Contd):

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge: \$0.0010 per kWh purchased for generation installations with a capacity of ~~100~~ 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

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

Due Date and Late Payment Charge

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

Term and Form of Contract

For customers with monthly demands of 300 kW or more, all service under this rate 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, (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.

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Revised Sheet No. D-31.00

LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD

Availability

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

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

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

Nature of Service

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

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

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

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

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

Monthly Rate:

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

Charges for Customer Voltage Level 3 (CVL3)

Demand Charge:

Non-Capacity	Capacity	Total	
\$7.74	\$12.66	\$20.40	per kW of On-Peak Billing Demand during the billing
<u>10.34</u>	<u>14.82</u>	<u>25.16</u>	months of June-September
\$7.74	\$11.66	\$19.40	per kW of On-Peak Billing Demand during the billing
<u>9.34</u>	<u>13.82</u>	<u>23.16</u>	months of October-May

Transmission Charge:

Capacity	
\$1.84 <u>6.98</u>	per kW of On-Peak Billing Demand during the billing months of June-September
\$1.84 <u>6.98</u>	per kW of On-Peak Billing Demand during the billing months of October-May

Energy Charge:

Non-Capacity	
\$0.053971	per kWh for all On-Peak kWh during the billing months of
<u>0.042156</u>	June-September
\$0.038070	per kWh for all Off-Peak kWh during the billing months of
<u>0.027322</u>	June-September
\$0.044018	per kWh for all On-Peak kWh during the billing months of
<u>0.034413</u>	October-May
\$0.039974	per kWh for all Off-Peak kWh during the billing months of
<u>0.030139</u>	October-May

(Continued on Sheet No. D-31.05)

Attachment 2

To Settlement Agreement In Case No. U-20134

M.P.S.C. No. 13 - Electric
Consumers Energy Company

Sheet No. D-31.05

LARGE 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 2 (CVL2)

Demand Charge:

Non- Capacity	Capacity	Total	
\$7.74	\$11.66	\$19.40	per kW of On-Peak Billing Demand during the billing
<u>9.84</u>	<u>14.32</u>	<u>24.16</u>	months of June-September
\$7.74	\$10.66	\$18.40	per kW of On-Peak Billing Demand during the billing
<u>8.84</u>	<u>13.32</u>	<u>22.16</u>	months of October-May

Transmission Charge:

Capacity	
\$1.84 <u>6.71</u>	per kW of On-Peak Billing Demand during the billing months of June-September
\$1.84 <u>6.71</u>	per kW of On-Peak Billing Demand during the billing months of October-May

Energy Charge:

Non-Capacity	
\$0.048271	per kWh for all On-Peak kWh during the billing months
<u>0.034239</u>	of June-September
\$0.032370	per kWh for all Off-Peak kWh during the billing months
<u>0.022191</u>	of June-September
\$0.038318	per kWh for all On-Peak kWh during the billing months
<u>0.027950</u>	of October-May
\$0.034274	per kWh for all Off-Peak kWh during the billing months
<u>0.024479</u>	of October-May

Charges for Customer Voltage Level 1 (CVL1)

Demand Charge:

Non-Capacity	Capacity	Total	
\$7.74	\$10.66	\$18.40	per kW of On-Peak Billing Demand during the billing
<u>9.34</u>	<u>13.82</u>	<u>23.16</u>	months of June-September
\$7.74	\$9.66	\$17.40	per kW of On-Peak Billing Demand during the billing
<u>8.34</u>	<u>12.82</u>	<u>21.16</u>	months of October-May

Transmission Charge:

Capacity	
\$1.84 <u>6.58</u>	per kW of On-Peak Billing Demand during the billing months of June-September
\$1.84 <u>6.58</u>	per kW of On-Peak Billing Demand during the billing months of October-May

Energy Charge:

Non-Capacity	
\$0.046271	per kWh for all On-Peak kWh during the billing months
<u>0.026510</u>	of June-September
\$0.030370	per kWh for all Off-Peak kWh during the billing months
<u>0.017182</u>	of June-September
\$0.036318	per kWh for all On-Peak kWh during the billing months
<u>0.021641</u>	of October-May
\$0.032274	per kWh for all Off-Peak kWh during the billing months
<u>0.018953</u>	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-31.10)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-31.10

LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD

(Continued From Sheet No. D-31.05)

Monthly Rate: (Contd)

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

System Access Charge: \$200.00 per customer per month

Charges for Customer Voltage Level 3 (CVL3)

Capacity Charge: \$ ~~4.20~~
3.60 per kW of Maximum Demand

Charges for Customer Voltage Level 2 (CVL2)

Capacity Charge: \$ ~~1.85~~
1.86 per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL1)

Capacity Charge: \$ ~~0.96~~
0.91 per kW of Maximum Demand

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10

Adjustment for Power Factor:

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

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

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

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

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

(Continued on Sheet No. D-32.00)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-32.00

LARGE 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 60% of the highest on-peak billing demand of the preceding billing months of June through September, nor less than 25 kW.

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

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

Transmission On-Peak Billing Demand

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

Resale Service Provision

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

Substation Ownership Credit

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

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

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

Charges for Customer Voltage Level 2 (CVL 2)

Substation Ownership Credit: \$~~(0.65)~~ 0.97 per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Substation Ownership Credit: \$~~(0.38)~~ 0.45 per kW of Maximum Demand

For those customers served by more than one substation where one or more of the substations is owned by the customer, the credit will be applied to the customer's coincident Maximum Demand for those substations owned by the customer.

This credit shall not operate to reduce the customer's billing below the prescribed minimum charges included in the rate. The credit shall be based on the kW after the 1% deduction or 3% addition has been applied to the metered kW.

(Continued on Sheet No. D-33.00)

LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD
(Continued From Sheet No. D-32.00)

Monthly Rate: (Contd)

Aggregate Peak Demand Service Provision (GAP)

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

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

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

Interval Data Meters are required for service under this provision.

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

Educational Institution Service Provision (GEI):

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

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

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

Educational Institution Credit: \$(~~0.000296~~ 0.000314) per kWh for all kWh

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

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-34.00

GENERAL SERVICE PRIMARY DEMAND RATE GPD

(Continued From Sheet No. D-33.00)

Monthly Rate (Contd)

Self-Generation Provision (SG)

Subject to any restrictions, as of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities operated in parallel with the Company's system must meet the Parallel Operation Requirements set forth in Rule C1.6B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

There shall be no double billing of demand under the base rate and the Self-Generation Provision.

Sales of Self-Generated Energy to the Company

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge

\$0.0010 per kWh purchased for generation installations with a capacity of ~~400~~ 550 kW or less.

Energy Purchase

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

Interruptible Service Provision (GI)

This provision is available to any customer account willing to contract for at least 500 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 ~~75,000~~ 100,000 kW. Customers shall have no more than 50% of their annual On-Peak Billing Demand contracted as interruptible when contracting for more than 50,000 kW of interruptible load. The aggregate amount of monthly On-Peak Billing Demand subscribed under this provision shall be limited to 300,000 kW.

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

(Continued on Sheet No. D-34.10)

GENERAL SERVICE PRIMARY DEMAND RATE GPD

(Continued From Sheet No. D-34.00)

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. The Customer must notify the Company by December 31st of each year of their desire to renew the GI provision and the amount of interruptible kW for the following capacity planning year (June 1 through May 31). Within 30 minutes of receiving an interruption notice, the customer shall reduce their total load level by the amount of contracted interruptible capacity or have the total facility subject to interruption.

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

Conditions of Interruption

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

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

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

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

Cost of Customer Non-Interruption

Failure by a customer to comply with a system integrity interruption order of the Company shall be considered as unauthorized use and billed at (i) the higher of the actual damages incurred by the Company or (ii) the rate of \$25.00 ~~\$0.00~~ per kW for the highest 15-minute kW of Interruptible On-Peak Billing demand created during the interruption period, in addition to the prescribed monthly rate. In addition, the interruptible contract capacity of a customer who does not interrupt within one hour following notice shall be immediately reduced by the amount which the customer failed to interrupt, unless the customer demonstrates that failure to interrupt was beyond its control.

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

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

Interruptible Credit:	\$(7.00)	per kW of On-Peak Billing Demand during the billing months of June-September
	\$(6.00)	per kW of On-Peak Billing Demand during the billing months of October-May

(Continued on Sheet No. D-34.20 ~~35.00~~)

LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD

(Continued From Sheet No. D-34.10)

Interruptible Service Provision – Market-Price Option (GI2)

Availability:

This provision is available to any Full Service GPD customer account willing to contract for at least 3,000 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 100,000 kW. The combined aggregate amount of monthly On-Peak Billing Demand subscribed under the GI and GI2 provisions shall be limited to 400,000 kW.

In the event the combined aggregate amount of monthly On-Peak Demand subscribed is less than the approved limit specified above, the Company may offer the remaining capacity, to otherwise eligible customers willing to contract for less than the minimum contract capacity amounts specified above.

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

Contract Capacity

Customers shall contract for a specified capacity in kilowatts sufficient to meet the customers' maximum interruptible requirements, but not less than the minimum contract capacity amounts, specified above. The contract capacity shall not be decreased during the term of the contract and subsequent renewal periods as long as service is required unless there is a verified reduction in connected load. Capacity disconnected from service under this provision shall not be subsequently served under any other tariff during the term of this contract and subsequent renewal periods. The Customer must notify and contract with the Company by December 31st of each year of their desire to renew the GI2 provision and the amount of interruptible kW for the following capacity planning year (June 1 through May 31).

Monthly Billing

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

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

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

Charges for Customer Voltage Level 3 (CVL 3)

<u>LMP Energy Charge:</u>	<u>MISO Real-Time LMP per kWh for all kWh</u>
<u>Capacity & Transmission Charge:</u>	<u>\$0.049807 per kWh for all kWh during the billing months of June-September</u>
	<u>\$0.046476 per kWh for all kWh during the billing months of October-May</u>

Charges for Customer Voltage Level 2 (CVL 2)

<u>LMP Energy Charge:</u>	<u>MISO Real-Time LMP per kWh for all kWh</u>
<u>Capacity & Transmission Charge:</u>	<u>\$0.039453 per kWh for all kWh during the billing months of June-September</u>
	<u>\$0.036122 per kWh for all kWh during the billing months of October-May</u>

Charges for Customer Voltage Level 1 (CVL 1)

<u>LMP Energy Charge:</u>	<u>MISO Real-Time LMP per kWh for all kWh</u>
<u>Capacity & Transmission Charge:</u>	<u>\$0.028890 per kWh for all kWh during the billing months of June-September</u>
	<u>\$0.025559 per kWh for all kWh during the billing months of October-May</u>

(Continued on Sheet No. D-34.30)

Attachment 2

To Settlement Agreement In Case No. U-20134

M.P.S.C. No. 13 - Electric
Consumers Energy Company

Sheet No. D-34.30

LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD

(Continued From Sheet No. D-34.20)

Interruptible Service Provision – Market-Price Option (GI2) (Cont)

The MISO Real-Time LMP per kWh shall be adjusted for losses based on the customer's point of metering as shown below:

	<u>Meter Point</u>	
	<u>High Side</u>	<u>Low Side</u>
<u>Customer Voltage Level 1</u>	<u>0.000%</u>	<u>0.705%</u>
<u>Customer Voltage Level 2</u>	<u>1.271%</u>	<u>2.366%</u>
<u>Customer Voltage Level 3</u>	<u>3.221%</u>	<u>7.643%</u>

Delivery Charges – These charges are applicable to contract capacity

Rate GPD Delivery Charges will apply to all Delivery service, including contracted capacity designated as GI2 interruptible service.

System Access Charge:

If contracted capacity is separately metered: \$100.00 per additional meter installation per month

This provision is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10, as well as the System Access Charge, Delivery Charges, General Terms, Adjustment for Power Factor, Substation Ownership Credit, Minimum Charge and the Due Date and Late Payment Charge applicable to Rate GPD.

Conditions of Interruption

The Company will notify the customer as to the amount of total load on this rider to be curtailed. Load identified as monthly firm service and billed on Rate GPD is not considered as interruptible and does not need to be curtailed under the terms of GI2. Although actual load at time of interruption may vary from contract capacity, the total measured load on this provision shall be subject to curtailment by the Company.

The Company shall provide the Customer at least thirty minutes advance notice of a required interruption, and if possible, a second notice. The notice will be communicated by telephone to the contact numbers provided by the Customer. The Customer shall confirm the receipt of such notice through the automated response process. Failure to acknowledge receipt of such notice shall not relieve the customer of the obligation for interruption under the GI Provision. The customer shall be informed, when possible, of the estimated duration of the interruption at the time of interruption. Within 30 minutes of receiving an interruption notice, the customer shall reduce their total load level by the amount of contracted interruptible capacity or have the total facility subject to interruption.

Any load designated as interruptible by the customer may require the installation and maintenance of equipment that allow the Company to remotely interrupt the customer's load. If the company determines it is required to install and maintain equipment at the customer's site to comply with any requirements associated with the GI service provision then it shall do so at the customer's expense. In addition, the customer shall also adhere to any advance notification requirements the Company deems are necessary to comply with its obligations to MISO under this provision.

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

(Continued on Sheet No. D-34.40)

LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD
(Continued From Sheet No. D-34.30)

Interruptible Service Provision – Market-Price Option (GI2) (Cont)

Under this provision, the customer shall be interrupted at any time, on-peak or off-peak, the Company deems it necessary to maintain system integrity. The Company shall provide notice in advance of probable interruption, and if possible, a second notice of positive interruption. The notice will be communicated by telephone to the contact numbers provided by the Customer. The Customer shall confirm the receipt of such notice through the automated response process. Failure to acknowledge receipt of such notice shall not relieve the Customer of the obligation for interruption under the GI2 provision. The customer shall be informed, when possible, of the estimated duration of the interruption at the time of interruption.

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

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

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

Cost of Customer Non-Interruption

Failure by a customer to comply with a system integrity interruption order of the Company shall be considered as unauthorized use and billed at (i) the higher of the actual damages incurred by the Company or (ii) the rate of \$25.00 per kW for the highest 15-minute kW of Interruptible On-Peak Billing demand created during the interruption period, in addition to the prescribed monthly rate. In addition, the interruptible contract capacity of a customer who does not interrupt within one hour following notice shall be immediately reduced by the amount which the customer failed to interrupt, unless the customer demonstrates that failure to interrupt was beyond its control.

(Continued on Sheet No. D-35.00)

LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD

(Continued From Sheet No. D-~~34.10~~ 34.40)

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

Due Date and Late Payment Charge:

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

Term and Form of Contract:

For customers with monthly demands of 300 kW or more, all service under this rate 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 Interruptible Service Provision, or (vi) at the option of the Company. If a contract is deemed necessary by the Company, the appropriate contract form shall be used and the contract shall require a minimum term of one year.

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

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-36.20

GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU

(Continued from Sheet No. D-36.10)

Monthly Rate:

Power Supply Charges

Charges for Customer Voltage Level 3 (CVL 3)

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak - Summer	\$0.055489 <u>0.056286</u>	\$0.020130 <u>0.020681</u>	\$0.075619 <u>0.076967</u>	per kWh during the calendar months of June – September
Low-Peak - Summer	\$0.072903 <u>0.072924</u>	\$0.024660 <u>0.025299</u>	\$0.097563 <u>0.098223</u>	per kWh during the calendar months of June – September
Mid-Peak - Summer	\$0.087210 <u>0.088694</u>	\$0.028381 <u>0.029676</u>	\$0.115591 <u>0.118370</u>	per kWh during the calendar months of June – September
High-Peak - Summer	\$0.093275 <u>0.100060</u>	\$0.029959 <u>0.032831</u>	\$0.123234 <u>0.132891</u>	per kWh during the calendar months of June – September
Off-Peak - Winter	\$0.054854 <u>0.056918</u>	\$0.019965 <u>0.020856</u>	\$0.074819 <u>0.077774</u>	per kWh during the calendar months of October – May
Mid-Peak - Winter	\$0.061668 <u>0.063823</u>	\$0.021737 <u>0.022773</u>	\$0.083405 <u>0.086596</u>	per kWh during the calendar months of October – May
High-Peak - Winter	\$0.064524 <u>0.065501</u>	\$0.022480 <u>0.023239</u>	\$0.087004 <u>0.088740</u>	per kWh during the calendar months of October – May

Charges for Customer Voltage Level 2 (CVL 2)

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak - Summer	\$0.049789 <u>0.051286</u>	\$0.014430 <u>0.015681</u>	\$0.064219 <u>0.066967</u>	per kWh during the calendar months of June – September
Low-Peak - Summer	\$0.067203 <u>0.067924</u>	\$0.018960 <u>0.020299</u>	\$0.086163 <u>0.088223</u>	per kWh during the calendar months of June – September
Mid-Peak - Summer	\$0.081510 <u>0.083694</u>	\$0.022681 <u>0.024676</u>	\$0.104191 <u>0.108370</u>	per kWh during the calendar months of June – September
High-Peak - Summer	\$0.087575 <u>0.095060</u>	\$0.024259 <u>0.027831</u>	\$0.111834 <u>0.122891</u>	per kWh during the calendar months of June – September
Off-Peak - Winter	\$0.049154 <u>0.051918</u>	\$0.014265 <u>0.015856</u>	\$0.063419 <u>0.067774</u>	per kWh during the calendar months of October – May
Mid-Peak - Winter	\$0.055968 <u>0.058823</u>	\$0.016037 <u>0.017773</u>	\$0.072005 <u>0.076596</u>	per kWh during the calendar months of October – May
High-Peak - Winter	\$0.058824 <u>0.060501</u>	\$0.016780 <u>0.018239</u>	\$0.075604 <u>0.078740</u>	per kWh during the calendar months of October – May

Charges for Customer Voltage Level 1 (CVL 1)

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak - Summer	\$0.047789 <u>0.049286</u>	\$0.012430 <u>0.013681</u>	\$0.060219 <u>0.062967</u>	per kWh during the calendar months of June – September
Low-Peak - Summer	\$0.065203 <u>0.065924</u>	\$0.016960 <u>0.018299</u>	\$0.082163 <u>0.084223</u>	per kWh during the calendar months of June – September
Mid-Peak - Summer	\$0.079510 <u>0.081694</u>	\$0.020681 <u>0.022676</u>	\$0.100191 <u>0.104370</u>	per kWh during the calendar months of June – September
High-Peak - Summer	\$0.085575 <u>0.093060</u>	\$0.022259 <u>0.025831</u>	\$0.107834 <u>0.118891</u>	per kWh during the calendar months of June – September
Off-Peak - Winter	\$0.047154 <u>0.049918</u>	\$0.012265 <u>0.013856</u>	\$0.059419 <u>0.063774</u>	per kWh during the calendar months of October – May
Mid-Peak - Winter	\$0.053968 <u>0.056823</u>	\$0.014037 <u>0.015773</u>	\$0.068005 <u>0.072596</u>	per kWh during the calendar months of October – May
High-Peak - Winter	\$0.056824 <u>0.058501</u>	\$0.014780 <u>0.016239</u>	\$0.071604 <u>0.074740</u>	per kWh during the calendar months of October – May

Attachment 2

To Settlement Agreement In Case No. U-20134

Delivery Charges

System Access Charge: \$200.00 per customer per month

Charges for Customer Voltage Level 3 (CVL 3)

Capacity Charge: ~~\$4.20~~ 3.60 per kW of Maximum Demand

Charges for Customer Voltage Level 2 (CVL 2)

Capacity Charge: ~~\$1.85~~ 1.86 per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Capacity Charge: ~~\$0.96~~ 0.91 per kW of Maximum Demand

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

Adjustment for Power Factor

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

(Continued on Sheet No. D-36.30)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-36.30

GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU

(Continued from Sheet No. D-36.20)

Monthly Rate (Contd)

Adjustment for Power Factor (Contd)

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

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

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

Maximum Demand

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

Resale Service Provision:

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

Substation Ownership Credit

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

The monthly substation ownership credit shall be applied as follows:

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

Charges for Customer Voltage Level 2 (CVL 2)

Substation Ownership Credit: \$~~(0.65)~~ 0.97 per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Substation Ownership Credit: \$~~(0.38)~~ 0.45 per kW of Maximum Demand

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

Educational Institution Service Provision (GEI)

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

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

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

Educational Institution Credit: \$~~(0.000296)~~ 0.000314 per kWh for all kWh

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

(Continued on Sheet No. D-36.40)

GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU
(Continued from Sheet No. D-36.30)

Self-Generation Provision (SG)

Subject to any restrictions, as of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities operated in parallel with the Company's system must meet the Parallel Operation Requirements set forth in Rule C1.6B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

There shall be no double billing of demand under the base rate and the Self-Generation Provision.

Sales of Self-Generated Energy to the Company

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge

\$0.0010 per kWh purchased for generation installations with a capacity of ~~400~~ 550 kW or less.

Energy Purchase

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's, Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

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

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

Minimum Charge

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

Due Date and Late Payment Charge

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

Term and Form of Contract

Service under this rate shall require a written contract with a minimum term of one year.

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-37.10

**ENERGY INTENSIVE PRIMARY RATE EIP
(Continued from Sheet No. D-37.00)**

Schedule of Hours:

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

Summer:

Off-Peak Hours:	12:00 AM to 6:00 AM and 11:00 PM to 12:00 AM
Low-Peak Hours:	6:00 AM to 2:00 PM and 6:00 PM to 11:00 PM
Mid-Peak Hours:	2:00 PM to 3:00 PM and 5:00 PM to 6:00 PM
High-Peak Hours:	3:00 PM to 5:00 PM
Critical Peak Hours:	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

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:

	Non-Capacity	Capacity	Total	
Off-Peak - Summer	\$0.038938 <u>0.035312</u>	\$0.008254 <u>0.017089</u>	\$0.047192 <u>0.052401</u>	per kWh during the calendar months of June – September
Low-Peak - Summer	\$0.050262 <u>0.049172</u>	\$0.014146 <u>0.023367</u>	\$0.064408 <u>0.072539</u>	per kWh during the calendar months of June – September
Mid-Peak - Summer	\$0.055566 <u>0.060664</u>	\$0.018987 <u>0.028572</u>	\$0.078553 <u>0.089236</u>	per kWh during the calendar months of June – September
High-Peak - Summer	\$0.063349 <u>0.065164</u>	\$0.020955 <u>0.030610</u>	\$0.084304 <u>0.095774</u>	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	\$0.040001 <u>0.035492</u>	\$0.008807 <u>0.017170</u>	\$0.048808 <u>0.052662</u>	per kWh during the calendar months of October – May
Mid-Peak - Winter	\$0.049433 <u>0.049652</u>	\$0.013715 <u>0.023584</u>	\$0.063148 <u>0.073236</u>	per kWh during the calendar months of October – May
High-Peak - Winter	\$0.059791 <u>0.062539</u>	\$0.019104 <u>0.029421</u>	\$0.078895 <u>0.091960</u>	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)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-37.20

ENERGY INTENSIVE PRIMARY RATE EIP

(Continued from Sheet No. D-37.10)

Power Supply Charges: (Contd)

Charges for Customer Voltage Level 2 (CVL 2)

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak - Summer	\$0.033238 <u>0.038312</u>	\$0.019254 <u>0.020089</u>	\$0.052492 <u>0.058401</u>	per kWh during the calendar months of June – September
Low-Peak - Summer	\$0.044562 <u>0.052172</u>	\$0.025146 <u>0.026367</u>	\$0.069708 <u>0.078539</u>	per kWh during the calendar months of June – September
Mid-Peak - Summer	\$0.053866 <u>0.063664</u>	\$0.029987 <u>0.031572</u>	\$0.083853 <u>0.095236</u>	per kWh during the calendar months of June – September
High-Peak - Summer	\$0.057649 <u>0.068164</u>	\$0.031955 <u>0.033610</u>	\$0.089604 <u>0.101774</u>	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	\$0.034304 <u>0.038492</u>	\$0.019807 <u>0.020170</u>	\$0.054108 <u>0.058662</u>	per kWh during the calendar months of October – May
Mid-Peak - Winter	\$0.043733 <u>0.052652</u>	\$0.024715 <u>0.026584</u>	\$0.068448 <u>0.079236</u>	per kWh during the calendar months of October – May
High-Peak - Winter	\$0.054094 <u>0.065539</u>	\$0.030104 <u>0.032421</u>	\$0.084195 <u>0.097960</u>	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 1 (CVL 1)

Energy Charge:

	Non-Capacity	Capacity	Total	
Off-Peak - Summer	\$0.031238 <u>0.033312</u>	\$0.016254 <u>0.015089</u>	\$0.047492 <u>0.048401</u>	per kWh during the calendar months of June – September
Low-Peak - Summer	\$0.042562 <u>0.047172</u>	\$0.022146 <u>0.021367</u>	\$0.064708 <u>0.068539</u>	per kWh during the calendar months of June – September
Mid-Peak - Summer	\$0.051866 <u>0.058664</u>	\$0.026987 <u>0.026572</u>	\$0.078853 <u>0.085236</u>	per kWh during the calendar months of June – September
High-Peak - Summer	\$0.055649 <u>0.063164</u>	\$0.028955 <u>0.028610</u>	\$0.084604 <u>0.091774</u>	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	\$0.032304 <u>0.033492</u>	\$0.016807 <u>0.015170</u>	\$0.049108 <u>0.048662</u>	per kWh during the calendar months of October – May
Mid-Peak - Winter	\$0.041733 <u>0.047652</u>	\$0.021715 <u>0.021584</u>	\$0.063448 <u>0.069236</u>	per kWh during the calendar months of October – May
High-Peak - Winter	\$0.052094 <u>0.060539</u>	\$0.027104 <u>0.027421</u>	\$0.079195 <u>0.087960</u>	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:	\$200.00	per customer per month
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Attachment 2

To Settlement Agreement In Case No. U-20134

Charges for Customer Voltage Level 3 (CVL 3):

Capacity Charge: \$~~4.20~~ 3.60 per kW of Maximum Demand

Charges for Customer Voltage Level 2 (CVL 2):

Capacity Charge: \$~~1.85~~ 1.86 per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1):

Capacity Charge: \$~~0.96~~ 0.91 per kW of Maximum Demand

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

(Continued on Sheet No. D-37.30)

ENERGY INTENSIVE PRIMARY RATE EIP
(Continued from Sheet No. D-37.20)

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 .850, the customer bill shall be adjusted as follows:

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

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

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

Maximum Demand:

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

Substation Ownership Credit

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

The monthly substation ownership credit shall be applied as follows:

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

Charges for Customer Voltage Level 2 (CVL 2)

Substation Ownership Credit: \$~~(0.65~~ 0.97) per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Substation Ownership Credit: \$~~(0.38~~ 0.45) per kW of Maximum Demand

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

Self-Generation Provision (SG):

Subject to any restrictions, as of June 8, 2012, this provision may be required for any Full Service Customer with a generating installation less than 550 kW operating in parallel with the Company's system, which may employ cogeneration or small power production technology.

All facilities must meet the Parallel Operation Requirements set forth in Rule C1.6B. The Company shall own, operate and maintain all metering and auxiliary devices (including telecommunication links) at the customer's expense. Meters furnished, installed and maintained by the Company shall meter generation equipment for customers that sell energy to the Company. No refund shall be made for any customer contribution required.

(Continued on Sheet No. D-37.40)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 – Electric
Consumers Energy Company**

Sheet No. D-37.40

**ENERGY INTENSIVE PRIMARY RATE EIP
(Continued from Sheet No. D-37.30)**

Self-Generation Provision (SG) (Contd)

Energy delivered to the Company shall be alternating current, 60-hertz, single-phase or three-phase (as governed by Rule B8., Electric Interconnection and Net Metering Standards) Secondary Voltage or Primary Voltage service. The Company will determine the particular nature of the voltage in each case.

Self-generation customers requiring Company delivery service for any portion of the load that has been self-generated will be charged as described in the Delivery Charges section of this Rate Schedule.

There shall be no double billing of demand under the base rate and the Self-Generation Provision.

Sales of Self-Generated Energy to the Company:

A customer who meets the Federal Energy Regulatory Commission's (FERC) criteria for a Qualifying Facility may elect to sell energy to the Company. The Company has the right to refuse to contract for the purchase of energy. Sales of energy to the Company under this provision shall require a written contract with a minimum term of one year.

Where the customer elects to sell energy to the Company, an Interval Data Meter (IDM) or other applicable meter is required for their generator. 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.

Administrative Cost Charge: \$0.0010 per kWh purchased for generation installations with a capacity of ~~400~~ 550 kW or less.

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule). The Company may discontinue purchases during system emergencies, maintenance and other operational circumstances.

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

Due Date and Late Payment Charge:

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

Term and Form of Contract:

Service under this rate shall require a written contract with a minimum term of one year.

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-43.00

**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 capacity charges will be assessed monthly, calculated using the highest 15 minute kW demand associated with Standby Service occurring during the Company's On-Peak billing hours will be multiplied by the highest contracted capacity purchased by the Company in that month, plus allocated transmission and ancillaries. The capacity charges will be prorated based on the number of On-Peak days that Standby Service was used during the billing month.

A customer with a generator(s) nameplate rating more than 550 kW must provide written notice to the Company by December 1 if they desire standby service in the succeeding calendar months of June through September. Written notice shall be submitted on Company Form 500. If the customer fails to meet this written notice requirement, the LMP shall be increased by applying a 10% adder.

Real Power Losses

Real Power Losses shall be measured based on the transmission loss factor of 2.04% plus the associated meter point as listed below:

	Meter Point	
	High Side	Low Side
Customer Voltage Level 1	0.000%	0.690 0.705%
Customer Voltage Level 2	1.390 1.271 %	2.480 2.366%
Customer Voltage Level 3	3.660 3.221%	7.900 7.643%

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: \$ ~~4.20~~ 3.60 per kW of Standby Demand

Charges for Customer Voltage Level 2 (CVL 2)

Capacity Charge: \$ ~~1.85~~ 1.86 per kW of Standby Demand

Charges for Customer Voltage Level 1 (CVL 1)

Capacity Charge: \$ ~~0.96~~ 0.91 per kW of Standby Demand

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

(Continued on Sheet No. D-44.00)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-44.00

GENERAL SERVICE SELF GENERATION RATE GSG-2

(Continued From Sheet No. D-43.00)

Monthly Rate (Contd)

Standby Charges (Contd)

Adjustment for Power Factor

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

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

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

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

Substation Ownership Credit

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

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

Delivery Charges

Charges for Customer Voltage Level 2 (CVL 2)

Substation Ownership Credit: \$~~(0.65~~ 0.97) per kW of Maximum Demand

Charges for Customer Voltage Level 1 (CVL 1)

Substation Ownership Credit: \$~~(0.38~~ 0.45) per kW of Maximum Demand

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

(Continued on Sheet No. D-45.00)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-45.00

**GENERAL SERVICE SELF GENERATION RATE GSG-2
(Continued From Sheet No. D-44.00)**

Monthly Rate(Contd)

Standby Charges (Contd)

Transmission Interconnect Credit

Where standby service is provided to a non-utility electric generator located within the Company's service territory and taking power through its transmission interconnect, where the Company has no owned infrastructure other than metering, including billing grade current transformers and potential transformers, telemetry facilities and associated wiring, the following monthly credit shall be applied to the bill:

Delivery Charges

Transmission Interconnect Credit: \$ ~~(0.96~~ 0.91) per kW of Standby Demand

This credit shall be based on the kW after the 1% deduction has been applied to the metered kW. The credit supersedes any applicable substation ownership credit.

Sales of Energy to the Company

Administrative Cost Charge

Generation installation with a capacity of over 550 kW but less than or equal to 2,000 kW
As negotiated or \$0.0010 per kWh purchased, at the option of the customer

Generation installation with a capacity of over 2,000 kW
As negotiated

Energy Purchase:

An energy purchase by the Company shall be bought at the Midcontinent Independent System Operator's Inc. (MISO) real-time Locational Marginal Price (LMP) for the Company's load node (designated as "CONS.CETR" as of the date of this Rate Schedule).

General Terms

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

Green Generation Program

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

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

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.

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-46.00

GENERAL SERVICE METERED LIGHTING RATE GML

Availability

Subject to any restrictions, this rate is available to any political subdivision or agency of the State of Michigan having jurisdiction over public streets or roadways, for Primary or Secondary Voltage energy-only metered lighting service where the Company has existing distribution lines available for supplying energy for such service. Luminaires which are served under the Company's unmetered lighting rates shall not be intermixed with luminaires served under this metered lighting rate. Luminaire types in addition to those served on Rate Schedule GUL, such as light-emitting diode (LED) streetlights, may receive service under this Rate Schedule.

This rate is not available for resale purposes or for Retail Open Access Service.

Nature of Service

Secondary Voltage

Service under this rate shall be alternating current, 60-hertz, single-phase or three-phase (at the Company's option), 120/240 nominal Volt service for a minimum of ten luminaires located within a clearly defined area. Control equipment shall be furnished, owned and maintained by the Company. The customer shall furnish, install, own and maintain the rest of the equipment comprising the metered lighting system including, but not limited to, the overhead wires or underground cables between the luminaires, protective equipment, and the supply circuits extending to the point of attachment with the Company's distribution system. The Company shall connect the customer's equipment to the Company's lines and supply the energy for its operation. All of the customer's equipment shall be subject to the Company's approval. The customer shall not change the capacity requirements of the equipment owned by it without first notifying the Company in writing of such changes and the date that they shall be made.

Dusk to Midnight Service

Dusk to midnight service shall be the same as Secondary service except:

The customer shall pay the difference between the cost of the control equipment necessary for dusk to midnight service and control equipment normally installed for Secondary service. Circuits shall be arranged approximating minimum loads of 3 kW.

Primary Voltage

Service under this rate shall be alternating current, 60-hertz, single-phase or three-phase (at the Company's option), Primary Voltage service for actual kW demands of not less than 100 kW for each point of delivery and where the customer guarantees a minimum of 4,000 annual hours' use of the actual demand. The Company will determine the particular nature of the voltage in each case. The customer shall furnish, install, own and maintain all equipment comprising the metered lighting system including, but not limited to, controls, protective equipment, transformers and overhead or underground metered lighting circuits extending to the point of attachment with the Company's distribution system. The Company shall furnish, install, own and maintain the metering equipment and connect the customer's metered lighting circuit to its distribution system and supply the energy for operation of the customer's metered lighting system.

Monthly Rate

Secondary Power Supply Charge

Energy Charge:			
Non-Capacity	Capacity	Total	
\$0.051003	\$0.000000	\$0.051003	per kWh for all kWh
<u>0.051457</u>		<u>0.051457</u>	

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)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

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:	\$0.065287 <u>0.062025</u>	per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

Primary Power Supply Charge

Energy Charge:

Non-Capacity	Capacity	Total	
\$0.025030 <u>0.025253</u>	\$0.000000	\$0.025030 <u>0.025253</u>	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:	\$0.049394 <u>0.047268</u>	per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

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)

Attachment 2

To Settlement Agreement In Case No. U-20134

Consumers Energy Company

Sheet No. D-51.00

GENERAL SERVICE UNMETERED LIGHTING RATE GUL

(Continued From Sheet No. D-50.10)

Monthly Rate

The charge per luminaire per month shall be:

Nominal Rating of Lamps (One Lamp per Luminaire) ⁽¹⁾									
Type of Luminaire	Watts	Ballast ⁽²⁾	Watts Including		Service Charge per Luminaire ⁽⁴⁾			Fixture Charge per Luminaire ⁽⁴⁾	
			Lumens	Capacity	Non-Capacity	Total			
Mercury Vapor ⁽³⁾	100	128	3,500	\$7.76 <u>8.31</u>	0.00	\$7.76 <u>8.31</u>	\$6.00		
Mercury Vapor ⁽³⁾	175	209	7,500	12.67 <u>13.58</u>	0.00	12.67 <u>13.58</u>	6.00		
Mercury Vapor ⁽³⁾	250	281	10,000	17.03 <u>18.25</u>	0.00	17.03 <u>18.25</u>	6.00		
Mercury Vapor ⁽³⁾	400	458	20,000	27.76 <u>29.75</u>	0.00	27.76 <u>29.75</u>	6.00		
Mercury Vapor ⁽³⁾	700	770	35,000	46.67 <u>50.02</u>	0.00	46.67 <u>50.02</u>	6.00		
Mercury Vapor ⁽³⁾	1,000	1,080	50,000	65.46 <u>70.15</u>	0.00	65.46 <u>70.15</u>	6.00		
High-Pressure Sodium ⁽³⁾	70	83	5,000	5.03 <u>5.39</u>	0.00	5.03 <u>5.39</u>	6.00		
High-Pressure Sodium	100	117	8,500	7.09 <u>7.60</u>	0.00	7.09 <u>7.60</u>	6.00		
High-Pressure Sodium	150	171	14,000	10.36 <u>11.11</u>	0.00	10.36 <u>11.11</u>	6.00		
High-Pressure Sodium ⁽³⁾	200	247	20,000	14.97 <u>16.04</u>	0.00	14.97 <u>16.04</u>	6.00		
High-Pressure Sodium	250	318	24,000	19.27 <u>20.66</u>	0.00	19.27 <u>20.66</u>	6.00		
High-Pressure Sodium	400	480	45,000	29.09 <u>31.18</u>	0.00	29.09 <u>31.18</u>	6.00		
Fluorescent ⁽³⁾	380	470	20,000	28.48 <u>30.53</u>	0.00	28.48 <u>30.53</u>	6.00		
Incandescent ⁽³⁾	202	202	2,500	12.24 <u>13.12</u>	0.00	12.24 <u>13.12</u>	6.00		
Incandescent ⁽³⁾	305	305	4,000	18.48 <u>19.81</u>	0.00	18.48 <u>19.81</u>	6.00		
Incandescent ⁽³⁾	405	405	6,000	24.55 <u>26.31</u>	0.00	24.55 <u>26.31</u>	6.00		
Incandescent ⁽³⁾	690	690	10,000	41.82 <u>44.82</u>	0.00	41.82 <u>44.82</u>	6.00		
Metal Halide	150	170	9,750	10.30 <u>11.04</u>	0.00	10.30 <u>11.04</u>	6.00		
Metal Halide ⁽³⁾	175	210	10,500	12.73 <u>13.64</u>	0.00	12.73 <u>13.64</u>	6.00		
Metal Halide	250	290	15,500	17.58 <u>18.84</u>	0.00	17.58 <u>18.84</u>	6.00		
Metal Halide	400	460	24,000	27.88 <u>29.88</u>	0.00	27.88 <u>29.88</u>	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 (PSCR) Factor, the Power Plant 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 ~~29.5~~ 26.9% Power Supply Charge and a ~~70.5~~ 73.1% 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 ~~17.9~~ 17.2% Power Supply Charge and a ~~82.1~~ 82.8% 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)

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. D-54.02

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.
- G. At the Company's discretion, any failed lighting fixtures may be converted to an equivalent LED at no cost to the customer if the customer agrees to the conversion. The replaced fixture will then be moved to General Unmetered Experimental Lighting Rate GU-XL upon completion of the installation.

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:

Non-Capacity	Capacity	Total	
\$0.059659	\$0.000000	\$0.059659	per kWh for all kWh
<u>0.048281</u>		<u>0.048281</u>	

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: ~~\$0.026842~~ 0.042193 per kWh for all kWh

Delivery Charges Company-Owned Option

Distribution Charge: ~~\$0.032923~~ 0.051752 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-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

General Terms

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

Due Date and Late Payment Charge

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

Determination of Monthly Kilowatt-Hours and Burning Hours per Month Based on 4,200 Burning Hours per Year

The monthly kilowatt-hours shall be determined by multiplying the total capacity requirements in watts (including the lamps, ballasts, drivers, and control devices) times the monthly Burning Hours as defined below divided by 1,000. The customer shall not change the capacity requirements of the equipment owned by it without first notifying the Company in writing of such changes and the date that they shall be made, and modifying the lighting contract with the Company accordingly.

Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
457.8	382.2	369.6	306.6	264.6	226.8	252.0	298.2	336.0	399.0	432.6	474.6	4,200

Hours of Lighting

Unmetered 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 SERVICE UNMETERED RATE GU

Availability

Subject to any restrictions, this rate is available to the US Government, any political subdivision or agency of the State of Michigan, and any public or private school district for filament and/or gaseous discharge lamp installations maintained for traffic regulation or guidance, as distinguished from street illumination and police signal systems. Lighting for traffic regulation may use experimental lighting technology including light-emitting diode (LED). This rate is also available to Community Antenna Television Service Companies (CATV), Wireless Access Companies or Security Camera Companies for unmetered Power Supply Units. Where the Company's total investment to serve an individual location exceeds three times the annual revenue to be derived from such location, a contribution to the Company shall be required for the excess.

This rate is not available for resale purposes, new roadway lighting or for Retail Open Access Service.

Nature of Service

Customer furnishes and installs all fixtures, lamps, ballasts, controls, amplifiers and other equipment, including wiring to point of connection with Company's overhead or underground system, as directed by the Company. Company furnishes and installs, where required for center suspended overhead traffic light signals, messenger cable and supporting wood poles and also makes final connections to its lines. If, in the Company's opinion, the installation of wood poles for traffic lights is not practical, the customer shall furnish, install and maintain suitable supports other than wood poles. The customer shall maintain the equipment, including lamp renewals, and the Company shall supply the energy for the operation of the equipment. Conversion and/or relocation costs of existing facilities shall be paid for by the customer except when initiated by the Company.

The capacity requirements of the lamp(s), associated ballast(s) and control equipment for each luminaire shall be determined by the Company from the specifications furnished by the manufacturers of such equipment, provided that the Company shall have the right to test such capacity requirements from time to time. In the event that said tests shall show capacity requirements different from those indicated by the manufacturers' specifications, the capacity requirements shown by said tests shall control. The customer shall not change the capacity requirements of the equipment owned by it without first notifying the Company in writing of such changes and the date that they shall be made.

Monthly Rate

Power Supply Charges

Energy Charge:			
Non-Capacity	Capacity	Total	
\$0.056212	\$0.018227	\$0.074439	per kWh for all kWh
<u>0.055846</u>	<u>0.020186</u>	<u>0.076032</u>	

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:	\$0.017046 <u>0.017235</u>	per kWh for all kWh

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the *Power Plant* Securitization Charges shown on Sheet No. D-5.10.

(Continued From Sheet No. E-5.00)

E2. ROA CUSTOMER SECTION

E2.1 Terms and Conditions of Service

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

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

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

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

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

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

E2.2 Metering

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

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

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

(Continued on Sheet No. E-7.00)

(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 *that is not a Wireless Under Glass 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.

A ROA load-profiled customer with maximum demand of 20 kW or less may receive meter reads by conventional means. If the load-profiled account exceeds a maximum demand of 20 kW *and the customer does not have a Wireless Under Glass Meter*, the customer will be required to install a communication line to access the Interval Data Meter electronically in order to continue ROA service if the customer is located in an area where electric Advanced Metering Infrastructure (AMI) transmitting technology meters are not available.

The ROA Customer, *not being metered with a Wireless Under Glass meter* 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. It is the customer's responsibility to notify the Company the status of any known telephonic communication issues that may inhibit the Company's ability to access meter data electronically.

A hardship exception may be made for cases where installation of both land-line and cellular telephone service is impractical *and a Wireless Under Glass Meter is not an option*. 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 *a Wireless Under Glass*, 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.

(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 or a Wireless Under Glass 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 or Wireless Under Glass 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 the Company's emergency contact information.

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. E-22.00

RETAIL OPEN ACCESS RESIDENTIAL SECONDARY RATE ROA-R

Availability:

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

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

Service under this rate must be separately metered.

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

Nature of Service:

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

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

Metering Requirements:

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

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

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

(Continued on Sheet No. E-23.00)

RETAIL OPEN ACCESS RESIDENTIAL SECONDARY RATE ROA-R

(Continued From Sheet No. E-22.00)

RETAILER

Monthly Rate - Retailer:

Transmission Service:

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

Real Power Losses:

The Retailer is responsible for replacing Real Power Losses of ~~7.239~~ 7.643% on the Company's Distribution System associated with the movement of Power and for compensation for losses.

General Terms and Conditions:

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

Term and Form of Contract - Retailer:

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

ROA CUSTOMER

Monthly Rate - ROA Customer:

ROA System Access Charge, Distribution Charge, General Terms, Minimum Charge and Due Date and Late Payment Charge:

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

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10. Customers taking ROA service on December 6, 2013 are excluded from the Power Plant Securitization Charges. This exclusion does not apply to customers first taking ROA service after December 6, 2013 or to customers taking service on December 6, 2013 who discontinue taking ROA service any time after December 6, 2013. Customers who discontinue taking ROA service any time after December 6, 2013 and who return to ROA service shall pay the Power Plant Securitization Charges applicable to the customer's otherwise applicable Company Full Service Rate Schedule.

State Reliability Mechanism for ROA:

Beginning June 1, 2018 all ROA customers may be subject to a State Reliability Mechanism Capacity Charge. This charge shall not apply to ROA customers for any planning year in which their Alternative Electric Supplier can demonstrate to the Commission that it can meet its capacity obligations by the seventh business day of February each year starting in 2018.

If a capacity charge is required to be paid in the planning year beginning June 1, 2018, or any of the three subsequent planning years, due to the Alternative Electric Supplier not meeting its capacity obligations, then the capacity charge is applicable for each of those planning years. Any capacity charged required to be paid any time after the first initial four-year period shall be applicable for a single year. The planning year is defined as being June 1 through the following May 31 of each year. The capacity charge paid by ROA customers will be the same amount as a Full Service Customer on the otherwise applicable Rate Schedule. Non-capacity charges shall not apply.

ROA Customer Switching Service Charge:

A \$5.00 switching fee shall be charged the ROA Customer each time a ROA Customer switches (i) from one Retailer to another or (ii) from ROA to a Company Full Service rate. The ROA Customer may switch Retailers at the end of any billing month by having their new Retailer give the Company at least 30 days' written notice. The Company will notify the ROA Customer's previous Retailer and new Retailer electronically of the effective date of the switch. The ROA Customer may choose to return to Company Full Service at the end of any billing month in compliance with Rule

E2.5 D., Return to Company Full Service - Residential ROA Customers. The ROA Customer Switching Service Charge shall not be applied (i) for the initial switch to ROA Service or (ii) at the time the ROA Customer returns to Company Full Service or another Retailer because the ROA Customer was Slammed by the Retailer.

Term and Form of Contract - ROA Customer:

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

RETAIL OPEN ACCESS SECONDARY RATE ROA-S

Availability:

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

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

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

Service under this rate must be separately metered.

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

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

Nature of Service:

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

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

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

Attachment 2

To Settlement Agreement In Case No. U-20134

**M.P.S.C. No. 13 - Electric
Consumers Energy Company**

Sheet No. E-25.00

RETAIL OPEN ACCESS SECONDARY RATE ROA-S

(Continued From Sheet No. E-24.00)

Metering Requirements:

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

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

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

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

RETAILER:

Monthly Rate - Retailer:

Transmission Service:

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

Real Power Losses:

The Retailer is responsible for replacing Real Power Losses of ~~7.239~~ 7.643% on the Company's Distribution System associated with the movement of Power and for compensation for losses.

General Terms and Conditions:

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

Term and Form of Contract - Retailer:

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

(Continued on Sheet No. E-26.00)

RETAIL OPEN ACCESS PRIMARY RATE ROA-P

Availability:

Subject to any restrictions, this rate is available to any customer receiving service at a Primary Voltage for the delivery of Power from the Point of Receipt to the Point of Delivery and for resale service in accordance with Rule C4.4, Resale.

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

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

Service under this rate shall be separately metered. The Retailer shall deliver a flat, fixed amount of power every hour of every day.

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

Nature of Service:

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

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

Metering Requirements:

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

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

RETAILER

Monthly Rate - Retailer:

Transmission Service:

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

Real Power Losses:

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

	Meter Point	
	High Side	Low Side
Customer Voltage Level 1	0.000%	0.690 0.705%
Customer Voltage Level 2	1.390 1.271%	2.480 2.366%
Customer Voltage Level 3	3.660 3.221%	7.900 7.643%

ATTACHMENT 3

Attachment 3
To Settlement Agreement In Case No. U-20134

The parties agree that the Commission should adopt the PowerMIDrive pilot program proposed by the Company, subject to the modifications or recommendations proposed by any party in direct testimony and agreed to by the Company in its rebuttal testimony and subject to those changes proposed by Staff in its initial brief.

- Consumers Energy will hold stakeholder meetings during the first half of 2019 to receive input on the program and provide updates on program design decisions (e.g. approved charger lists, rebate criteria, etc.). The Company will also hold annual stakeholder meetings in 2020, 2021 and 2022 to share program progress and receive input on potential future program adjustments. Parties shall not be precluded from participating in stakeholder meetings due to participation in the PowerMIDrive program.
- To ensure valuable lessons are learned from the PowerMIDrive pilot program, the Company shall strive to ensure the participation of multiple multiple-dwelling unit (MDU) sites in the Public Charging Component. In consultation with the stakeholder workgroup participants, the Company will consider programmatic modifications necessary to ensure meaningful participation from MDUs, including modifying rebate amounts, simplifying metering and/or billing arrangements, targeted outreach, and cross-promotion with existing energy efficiency programs that serve MDUs.
- Since there are currently a limited number of DCFCs in Michigan, the Company will work with site hosts to educate them about applicable electricity rates and EV benefits, including the importance of fuel cost savings, while site hosts retain the ability to set pricing that reflects on-site needs
- Modifications to the Program as outlined in initial testimony and agreed to by the Company are as follows:
 - (1) Raise PowerMIDrive pilot cap to \$10 million with limit of \$7.5 million for pilot-related O&M and rebates, and set separate spending cap of \$2.5 million on 'make-ready' new or modified service connection expenditures
 - (2) Exclude utility investment in 'make-ready' new or modified service connections from rebate program
 - (3) Amortize costs over five years instead of ten
 - (4) Educate site hosts about applicable electricity rates and EV benefits, while site hosts retain ability to set pricing that reflects on-site needs
- Additions to the Program as outlined in initial testimony and agreed to by the Company are as follows:
 - (1) Address upgradeability or 'future-proofing' of its investment during stakeholder workgroup, prior to committing capital to DCFC site hosts
 - (2) File initial rebate schedule and revisions as necessary
 - (3) File annual report, with technical conference prior to filing
 - (4) Monitor uptake of rebates by MDUs and modify at annual review if performance is low
 - (5) Require site hosts to report pricing for charging, and report to Commission and stakeholders at least annually

Attachment 3

To Settlement Agreement In Case No. U-20134

- (6) Hold stakeholder meetings during the first half of 2019 and annually in 2020, 2021, and 2022
- (7) Strive to ensure participation of multi-dwelling units (MDU), working with stakeholder workgroup to consider programmatic modifications


PROOF OF SERVICE

STATE OF MICHIGAN)

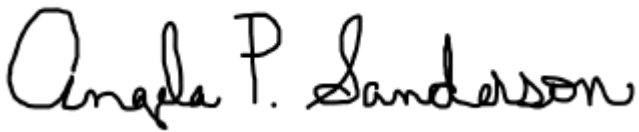
Case No. U-20134

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on January 9, 2019 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).


Brianna Brown

Subscribed and sworn to before me
this 9th day of January 2019.



Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2024

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