

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter of the application of	)	
<b>CONSUMERS ENERGY COMPANY</b>	)	
for authority to increase its rates for the	)	Case No. U-21308
distribution of natural gas and for other relief.	)	
_____	)	

At the August 30, 2023 meeting of the Michigan Public Service Commission in Lansing,  
Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair  
Hon. Katherine L. Peretick, Commissioner  
Hon. Alessandra R. Carreon, Commissioner

**ORDER APPROVING SETTLEMENT AGREEMENT**

On December 15, 2022, Consumers Energy Company (Consumers) filed an application, together with supporting testimony and exhibits, requesting authority to increase its rates for the distribution of natural gas and other relief. Using a projected test year for the 12-month period ending September 30, 2024, Consumers maintained that it would experience an annual jurisdictional revenue deficiency of approximately \$212 million during the test year.

A prehearing conference was held before Administrative Law Judge Jonathan F. Thoits (ALJ) on January 13, 2023. At the prehearing conference, the ALJ acknowledged the notice of intervention filed by the Michigan Department of Attorney General (Attorney General) and granted the petitions for leave to intervene filed by the Association of Businesses Advocating Tariff Equity (ABATE), the Retail Energy Supply Association (RESA), Lansing Board of

Water & Light (LBWL), Michigan State University (MSU), Citizens Utility Board of Michigan (CUB), the Residential Customer Group (RCG), and Energy Michigan. The Commission Staff (Staff) and Consumers also participated in the proceeding.

An evidentiary hearing took place on May 22, 2023, wherein testimony and exhibits were bound into the record and cross-examination took place.<sup>1</sup> Thereafter, the parties filed timely briefs.

Subsequently, on July 21, 2023, the parties filed a settlement agreement resolving all issues in the case. The settlement agreement was signed by Consumers, the Staff, the Attorney General, RESA, MSU, RCG, and CUB. Included with the settlement agreement was a statement of non-objection signed by ABATE, LBWL, and Energy Michigan.

According to the terms of the settlement agreement, the parties agree that Consumers should be authorized to increase its retail gas distribution rates to produce additional annual revenues of approximately \$95 million through means of a rate design as depicted on Attachment 1 of the settlement agreement. Settlement Agreement, p. 2. The settlement agreement indicates that the rate increase is based on a stated rate of return on common equity of 9.9% and a common equity ratio of 50.75%. *Id.* The settlement agreement further recommends approval of the tariff changes identified on Attachment 2 to the settlement agreement with rates to be effective October 1, 2023. *Id.*, p. 4. Per the settlement agreement, Consumers should also be authorized to implement a pension and other post-employment benefits (OPEB) volatility mechanism that will defer for future recovery or refund pension expense above or below (\$29,547,000) and OPEB expense above or below (\$31,142,000) beginning October 1, 2023. *Id.*, pp. 3-4.

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<sup>1</sup> The record consists of 2,114 pages of transcript and approximately 400 exhibits admitted into evidence.

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 proceeding, and should be approved.

THEREFORE, IT IS ORDERED that:

- A. The settlement agreement, attached as Exhibit A to this order, is approved.
- B. Beginning October 1, 2023, Consumers Energy Company shall implement rates consistent with those contained in Attachment 1 to the settlement agreement.
- 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, pursuant to 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](mailto:mpscedockets@michigan.gov) and to the Michigan Department of Attorney General - Public Service Division at [pungpl@michigan.gov](mailto: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

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Daniel C. Scripps, Chair

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Katherine L. Peretick, Commissioner

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Alessandra R. Carreon, Commissioner

By its action of August 30, 2023.

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Lisa Felice, Executive Secretary

STATE OF MICHIGAN  
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_____	)	

**SETTLEMENT AGREEMENT**

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

WHEREAS, on December 15, 2022, Consumers Energy Company (“Consumers Energy” or the “Company”) filed an Application requesting authority to increase its rates for the distribution of natural gas 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 January 13, 2023 before Administrative Law Judge Jonathan F. Thoits. The parties to the case are Consumers Energy; the Commission Staff (“Staff”); the Attorney General of Michigan (“Attorney General”); the Association of Businesses Advocating Tariff Equity (“ABATE”); the Retail Energy Supply Association (“RESA”); Lansing Board of Water & Light (“LBWL”); Michigan State University (“MSU”); Energy Michigan, Inc (“Energy Michigan”); Citizens Utility Board of Michigan (“CUB”); and the Residential Customer Group (“RCG”).

WHEREAS, Consumers Energy filed testimony and exhibits requesting an increase in its natural gas rates of approximately \$212 million and seeking various other forms of relief, and Staff and other intervening parties filed testimony and exhibits addressing various issues. In rebuttal

testimony, Consumers Energy has subsequently reduced its request to increase its natural gas rates to approximately \$175 million.

NOW THEREFORE, for purposes of settlement of Case No. U-21308, the undersigned parties agree as follows:

1. Consumers Energy should be authorized to increase its retail natural gas distribution rates so as to produce additional annual revenues in the amount of approximately \$95 million.

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

3. On a non-precedential basis, Consumers Energy's authorized rate of return on common equity is 9.9% and common equity ratio is 50.75%.

4. The Enhanced Infrastructure Replacement Program ("EIRP") shall have a spend amount of \$214 million, with a minimum of 110.8 miles of installed main replacement, for the 12 months ending September 30, 2024. The parties agree that the Company shall maintain the ability to adjust calendar year 2023 and 2024 installed miles as needed to manage the work while still achieving the minimum 110.8 installed miles for the 12 months ending September 30, 2024. The parties agree that the Company will work with Staff and other interested parties to provide information on EIRP costs to collaborate and support the potential further reduction of unit cost in the future. The Company additionally agrees to continue to file the annual EIRP planning and performance reports.

5. In its next gas rate case filing, Consumers Energy will provide a cost of service study version that shows a more granular allocation of Other Distribution Plant by FERC Account. Additionally, the cost of service study version will calculate the impact of utilizing the Average and Excess allocation and allocating Other Distribution Plant between High Pressure and Non-High Pressure.

6. Within 60 days from the Commission's Order approving this Settlement Agreement, Consumers Energy will conduct a workgroup with Staff and gas suppliers to discuss the Company's Group Transportation Service Pilot Program and will make a good faith attempt to address reasonable concerns raised by suppliers about the program.

7. The parties agree that Staff has reviewed the Company's costs associated with the investigation and remediation of former Manufactured Gas Plants through December 31, 2022.

8. Commencing with the Commission's Order approving this Settlement Agreement, Consumers Energy will maintain the following customer charges:

Residential	\$13.60
A-1	\$13.60
GS-1	\$16.00

Tariff sheets implementing all the different customer charges are included in Attachment 2 and should be approved by the Commission.

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

(\$29,547,000) million and OPEB expense above or below \$(31,142,000) million beginning October 1, 2023.

10. The parties agree that the gas-in-kind percentage for end-use transportation customers should be 2.33%.

11. The parties agree that all the tariff sheets included as Attachment 2 to this Settlement Agreement are consistent with the foregoing provisions of this Settlement Agreement and should be approved by the Commission.

12. The parties agree that new rates will be effective October 1, 2023.

13. Except as otherwise expressly set forth in this Settlement Agreement, the parties agree that this Settlement Agreement does not reflect specific spending requirements for any particular programs of the Company or include any specific disallowances or approvals related to amounts presented in Consumers Energy's December 15, 2022 filing in this case.

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

15. This Settlement Agreement is based on the facts and circumstances of this case and is intended for the final disposition of Case No. U-21308. So long as the Commission approves



this Settlement Agreement without any modification, the parties agree not to appeal, challenge, or otherwise contest the Commission order approving this Settlement Agreement with respect to issues resolved via this Settlement Agreement. The parties agree and understand that this Settlement Agreement does not limit any party's right to take new and/or different positions on similar issues in other administrative proceedings or related appeals.


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

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

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

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

CONSUMERS ENERGY COMPANY

 Digitally signed by  
Anne M. Uitvlugt  
Date: 2023.07.13  
16:44:37 -04'00'

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

Dated: July 13, 2023

Bret A. Totoraitis (P72654)  
Anne M. Uitvlugt (P71641)  
Robert W. Beach (P73112)  
Gary A. Gensch (P66912)  
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Spencer A. Sattler (P70524)  
Attorneys for Consumers Energy Company  
One Energy Plaza  
Jackson, Michigan 49201

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

 Heather M.S. Durian  
2023.07.17 14:54:20  
-04'00'

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

Dated: July 17, 2023

Heather M.S. Durian, Esq. (P67587)  
Monica M. Stephens, Esq. (P73782)  
Michael J. Orris, Esq. (P51232)  
Assistant Attorneys General  
Public Service Division  
7109 West Saginaw Highway  
Post Office Box 30221  
Lansing, MI 48909

ATTORNEY GENERAL OF MICHIGAN

By: **Celeste R. Gill** Digitally signed by Celeste R. Gill  
Date: 2023.07.14 16:13:49 -04'00'  
\_\_\_\_\_  
Celeste R. Gill, Esq. (P52484)  
Assistant Attorney General  
Michigan Department of Attorney General  
Special Litigation Division  
Sixth Floor Williams Bldg.  
525 W. Ottawa Street  
P. O. Box 30755  
Lansing, MI 48909

Dated: July 14, 2023

RETAIL ENERGY SUPPLY ASSOCIATION

By: **Jennifer Utter Heston**  
Digitally signed by Jennifer Utter Heston  
Date: 2023.07.17 10:18:55 -04'00'  
\_\_\_\_\_  
Jennifer Utter Heston, Esq. (P65202)  
Fraser Trebilcock Davis & Dunlap, P.C.  
124 W. Allegan Street, Suite 1000  
Lansing, MI 48933

Dated: July 17, 2023

MICHIGAN STATE UNIVERSITY

By: **Nolan J. Moody** Digitally signed by Nolan J. Moody  
Date: 2023.07.17 09:16:30 -04'00'

Nolan J. Moody, Esq. (P77959)  
Cole V. Lussier, Esq. (P81686)  
Dickinson Wright PLLC  
123 W. Allegan Street, Suite 900  
Lansing, MI 48933

Dated: July 17, 2023

RESIDENTIAL CUSTOMER GROUP

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

Dated: July 21, 2023

CITIZENS UTILITY BOARD OF MICHIGAN

**John R Liskey**  
Digitally signed by John  
R Liskey  
Date: 2023.07.17  
09:36:26 -04'00'

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

John R. Liskey (P31580)  
John R. Liskey Attorney At Law PLLC  
921 N. Washington Avenue  
Lansing, MI 48906

Dated: July 17, 2023



The following party does not wish to be a signatory to this Settlement Agreement; however they have agreed to sign below to indicate non-objection to the Settlement Agreement.

ASSOCIATION OF BUSINESSES ADVOCATING TARIFF EQUITY

By: **Stephen A.  
Campbell**

Digitally signed by: Stephen A.  
Campbell  
DN: CN = Stephen A. Campbell email =  
scampbell@clarkhill.com C = US O =  
Clark Hill PLC  
Date: 2023.07.14 10:25:25 -04'00'

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

Dated: July 14, 2023

The following party does not wish to be a signatory to this Settlement Agreement; however they have agreed to sign below to indicate non-objection to the Settlement Agreement.

LANSING BOARD OF WATER & LIGHT

By: **Richard  
Aaron**  
Richard J. Aaron, Esq. (P35605)  
Hannah E. Buzolits, Esq. (P84702)  
Dykema Gossett, PLLC  
201 Townsend Street, Suite 900  
Lansing, MI 48933

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raaron@dykema.com C = US O =  
Dykema  
Date: 2023.07.18 10:58:57 -04'00'

Dated: July 18, 2023

The following party does not wish to be a signatory to this Settlement Agreement; however they have agreed to sign below to indicate non-objection to the Settlement Agreement.

ENERGY MICHIGAN, INC

By: **Timothy J.  
Lundgren**

Digitally signed by  
Timothy J. Lundgren  
Date: 2023.07.17 09:23:17  
-04'00'

Dated: July 17, 2023

Timothy J. Lundgren (P62807)  
Justin K. Ooms (P82065)  
Laura A. Chappelle (P42052)  
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# **ATTACHMENT 1**

Consumers Energy Company  
Summary of Present and Proposed Revenue by Rate Schedule  
Total Revenue  
Case No. U-21308

Line	(a)	(b)	(c)	(d)	(e)
No.	Description	Present Revenue	Proposed Revenue	Difference Revenue	Percent
		\$000	\$000	\$000	%
	Residential Service				
1	Single Family Dwelling A	\$ 1,661,564	\$ 1,725,234	\$ 63,669	3.8
2	Multifamily Dwelling A-1	56,656	59,166	2,511	4.4
3	Total Residential Service	1,718,220	1,784,400	66,180	3.9
	General Service				
4	Small Service GS-1	272,198	281,884	9,686	3.6
5	Medium Service GS-2	229,806	236,388	6,582	2.9
6	Large Service GS-3	60,010	60,262	251	0.4
7	Outdoor Lighting GL	5	6	1	26.8
8	Total General Service	562,019	578,540	16,521	2.9
9	Total Gas Sales <sup>(1)</sup>	2,280,239	2,362,940	82,701	3.6
	Transportation				
10	Small Transport ST	35,915	40,003	4,088	11.4
11	Large Transport LT	28,644	31,904	3,260	11.4
12	Extremely Large Transport XLT	30,479	33,949	3,469	11.4
13	Extra Extremely Large Transport XXLT	10,957	12,239	1,283	11.7
14	Total Transportation	105,995	118,095	12,100	11.4
15	Total Service (Delivery & Fuel)	<u>\$ 2,386,234</u>	<u>\$ 2,481,035</u>	<u>\$ 94,801</u>	<u>4.0</u>
16	Additional Late Payment Charge Revenue			200	
17	Revenue Increase/(Decrease) Due to Rounding			(1)	
18	Total Revenue (Sufficiency)/Deficiency			<u>\$ 95,000</u>	

Notes

<sup>(1)</sup> Includes aggregate billed transportation accounts.

Consumers Energy Company

Summary of Present and Proposed Rates by Rate Schedule  
Case No. U-21308

Line No.	(a) Description	(b) Units	(c) Present	(d) Proposed
Residential Class				
Single Family Dwelling A				
1	Customer Charge	\$/Mth	\$ 13.60	\$ 13.60
2	Income Assistance - RIA Program	\$/Mth	\$ (13.60)	\$ (13.60)
3	Income Assistance - LIAC Pilot	\$/Mth	\$ (30.27)	\$ (30.27)
4	Distribution Charge	\$/Mcf	\$ 4.7993	\$ 5.2191
Multifamily Dwelling A-1				
5	Customer Charge	\$/Mth	\$ 13.60	\$ 13.60
6	Excess Peak Charge	\$/Mcf	\$ 0.0828	\$ 0.0828
7	Distribution Charge	\$/Mcf	\$ 4.7993	\$ 5.2191
General Service				
Small Service GS-1				
8	Customer Charge - Principal	\$/Mth	\$ 16.00	\$ 16.00
9	Customer Charge - Contiguous	\$/Mth	\$ 14.00	\$ 14.00
10	Distribution Charge	\$/Mcf	\$ 4.2597	\$ 4.5946
Medium Service GS-2				
11	Customer Charge - Principal	\$/Mth	\$ 107.37	\$ 132.13
12	Customer Charge - Contiguous	\$/Mth	\$ 40.00	\$ 40.00
13	Distribution Charge	\$/Mcf	\$ 3.1634	\$ 3.2016
Large Service GS-3				
14	Customer Charge - Principal	\$/Mth	\$ 269.55	\$ 384.31
15	Customer Charge - Contiguous	\$/Mth	\$ 80.00	\$ 80.00
16	Distribution Charge	\$/Mcf	\$ 2.9688	\$ 2.8990
Outdoor Lighting GL				
17	Single Mantle	\$/Lum.	\$ 7.00	\$ 9.00
18	Multiple Mantle	\$/Lum.	\$ 12.00	\$ 15.00
Transportation				
Small Transport ST				
19	Customer Charge - Principal	\$/Mth	\$ 934.33	\$ 898.12
20	Customer Charge - Contiguous	\$/Mth	\$ 60.00	\$ 60.00
21	Distribution Charge	\$/Mcf	\$ 1.4846	\$ 1.7140
Large Transport LT				
22	Customer Charge - Principal	\$/Mth	\$ 2,432.25	\$ 3,494.14
23	Customer Charge - Contiguous	\$/Mth	\$ 60.00	\$ 60.00
24	Distribution Charge	\$/Mcf	\$ 1.3042	\$ 1.4025
Extremely Large Transport XLT				
25	Customer Charge - Principal	\$/Mth	\$ 17,600.04	\$ 17,693.61
26	Customer Charge - Contiguous	\$/Mth	\$ 60.00	\$ 60.00
27	Remote Meter Charge	\$/Mth	\$ 70.00	\$ 70.00
28	Distribution Charge	\$/Mcf	\$ 0.9443	\$ 1.0617
Extra Extremely Large Transport XXL				
29	Customer Charge - Principal	\$/Mth	\$ 53,440.97	\$ 46,354.57
30	Remote Meter Charge	\$/Mth	\$ 70.00	\$ 70.00
31	Distribution Charge	\$/Mcf	\$ 0.5261	\$ 0.6157

Consumers Energy Company  
Comparison of Rates  
Case No. U-21308

Line No.	(a) Description	(b) Units	(c) Present	(d) Proposed
	Authorized Tolerance Level (ST, LT, XLT, XXLT) <sup>(2)</sup>			
32	2.0% ATL	\$/Mcf	\$ (0.0783)	\$ (0.0606)
33	4.0% ATL	\$/Mcf	\$ (0.0542)	\$ (0.0420)
33	6.5% ATL	\$/Mcf	\$ (0.0241)	\$ (0.0186)
34	7.5% ATL	\$/Mcf	\$ (0.0120)	\$ (0.0093)
34	8.5% ATL	\$/Mcf	\$ -	\$ -
35	9.5% ATL	\$/Mcf	\$ 0.0120	\$ 0.0093
35	10.5% ATL	\$/Mcf	\$ 0.0241	\$ 0.0186
	Customer Attachment Program			
36	Discount Rate	%	6.81	7.06
37	Carrying Cost Rate	%	8.51	8.77
	Other Transportation			
38	Authorized Gas Use Charge	\$/Mcf	\$ 1.00	\$ 1.00
39	Unauthorized Gas Use Charge	\$/Mcf	\$ 10.00	\$ 10.00
40	Load Balancing Charge	\$/MMBtu	\$ 0.25	\$ 0.25
41	EUT Gas In Kind	%	2.21	2.33
	Non-Transmitting Gas Meter - Automated Meter Reading (AMR) Provision			
42	One Time Charge Prior to AMR Install	\$/Customer	\$ 109.94	\$ 109.94
43	One Time Charge After AMR Install	\$/Customer	\$ 177.53	\$ 177.53
44	Monthly Charge	\$/Customer	\$ 6.03	\$ 6.03

Notes

<sup>(1)</sup> Excludes Outdoor Lighting GL

<sup>(2)</sup> Only the 2.0% ATL adjustment is available to XXLT and the 4.0% ATL credit is subtracted to get a credit of \$(0.0186)

# **ATTACHMENT 2**



**MICHIGAN PUBLIC SERVICE COMMISSION**

Consumers Energy Company

Proposed Gas Tariff Sheets (MPSC No. 3 – Redlined Version)

(Continued From Sheet No. C-39.00)

**C8. CUSTOMER ATTACHMENT PROGRAM (Contd)**

**I. Model Assumptions**

**Incremental Revenues:**

The incremental revenues will be calculated based on current rates and a forecast of the timing and number of customer attachments as well as the customer's annual consumption levels.

**Incremental Costs:**

**(1) Carrying Cost Rate**

The carrying cost rate will be based on the weighted rate of debt, preferred stock, equity and associated taxes. The cost will be equal to and weighted in proportion to those authorized in the Company's most recent rate order. The carrying cost rate is equal to ~~8.51~~ 8.77%.

**(2) Plant in Service**

Plant in Service shall reflect the Company's estimated cost to construct distribution mains, customer service lines, meters and pressure regulators or regulating facilities for the Project. The timing of the facility investment, primarily service lines, will correspond with the projected timing of the customer attachments.

**(3) Carrying Costs**

The Carrying Costs will be the product of the average of beginning and end-of-year net plant, Plant in Service minus accumulated depreciation minus deferred taxes, multiplied by the Carrying Cost Rate, noted in paragraph 1 above.

**(4) Depreciation**

Depreciation expense will be the product of Plant in Service multiplied by the appropriate prescribed depreciation rates approved for the Company.

**(5) Property Taxes and Other Operating Expenses**

Property taxes will be the product of Plant in Service multiplied by the Company's average property tax rate. All other incremental operating expenses will be included as identified. Incremental O&M will at a minimum include a proportional cost for monthly meter reading, billing and mailing.

**(6) Discount Rate**

The discount rate will be a weighted rate of long-term debt, preferred stock and common equity. The cost will be equal to and weighted in proportion to those authorized in the Company's most recent rate order. Based on the Company's rate order in Case No. ~~U-21148~~ U-21308, the discount rate is equal to ~~6.81~~ 7.06 %.

**J. Customer Attachment Project Areas**

All gas sold in any area specifically listed below is subject to the following Customer Attachment Project (CAP) charges. CAP areas and charges shall be added to or removed from the list from time to time by the Company.

(Continued on Sheet No. C-41.00)

Issued XXXXXX XX, 2023 by  
Garrick J. Rochow,  
President and Chief Executive Officer,  
Jackson, Michigan

Effective for service rendered on  
and after October 1, 2023

Issued under authority of the  
Michigan Public Service Commission  
dated XXXXXX XX, 2023  
in Case No. U-21308

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

**Monthly Rate (Contd)**

**Distribution Charge**

~~\$4.7993~~ \$5.2191 per Mcf for all Mcf purchased.

**Gas Cost Recovery Charge**

The gas cost recovery factors are shown on Sheet No. D-5.00.

**General Terms and Surcharges**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet Nos. D-2.00 through D-4.00.

**Minimum Charge**

The Customer 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.

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Issued XXXXXX XX, 2023 by  
Garrick J. Rochow,  
President and Chief Executive Officer,  
Jackson, Michigan

Effective for service rendered on  
and after October 1, 2023

Issued under authority of the  
Michigan Public Service Commission  
dated XXXXXX XX, 2023  
in Case No. U-21308

## MULTIFAMILY DWELLING SERVICE RATE A-1

### Availability

Subject to any restrictions this rate is available to any multifamily dwelling installation containing more than two households served through a single meter and where, in the Company's opinion, it is impractical to provide gas service to each household through an individual meter. This rate is not available for multifamily dwellings containing two households served through a single meter.

### Monthly Rate

#### Customer Charge

\$13.60 per month

#### Distribution Charge

~~\$4.7993~~ 5.2191 per Mcf for all Mcf purchased plus  
\$0.0828 per Mcf of excess peak demand

#### Gas Cost Recovery Charge

The gas cost recovery factors are shown on Sheet No. D-5.00.

#### General Terms and Surcharges

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet Nos. D-2.00 through D-4.00.

#### Minimum Charge

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

### Determination of Excess Peak Demand

The Mcf used for billing the excess demand shall be equal to all usage in excess of 45 Mcf in the peak month. The peak month shall be that month in the latest 12 months in which the greatest consumption occurred.

If 12 months of historical data are not available for a premises, then the Company shall use an estimated peak usage while accumulating 12 months of data. If, during the accumulation of 12 months of data, any month's actual usage exceeds the original estimated peak usage, then the actual usage shall become the new peak demand. However, if after 12 months the estimated peak usage exceeds the actual peak month's usage, then the customer's bills shall be recalculated using the actual and any overcharge shall be refunded with interest.

### Term and Form of Contract

Service under this rate shall not require a written contract.

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Jackson, Michigan

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Effective for service rendered on  
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Issued under authority of the  
Michigan Public Service Commission  
dated XXXXXX XX, 2023  
in Case No. U-21308

**GENERAL SERVICE RATE  
(Rates GS-1, GS-2 and GS-3)****Availability**

Subject to any restrictions, this rate is available to any customer desiring gas service for any Non-Residential usage which includes tourist homes, rooming houses, dormitories, nursing homes and similarly occupied buildings containing sleeping accommodations for more than six persons. Gas shall not be purchased under any other rate for any equipment or process which uses gas under this rate.

This rate is not available for residential usage or for resale purposes.

**Monthly Rate**

	Service Category		
	GS-1	GS-2	GS-3
<b>Principal Customer Charge</b>		<del>\$107.37</del>	<del>\$269.55</del>
	\$16.00 /meter	<u>132.13</u> /meter	<u>384.31</u> /meter
<b>Contiguous Customer Charge</b>	14.00/meter	40.00/meter	80.00/meter
<b>Distribution Charge</b>	<del>\$4.2597</del>	<del>\$3.1634</del>	<del>\$2.9688</del>
	<u>4.5946</u> /Mcf	<u>3.2016</u> /Mcf	<u>2.8990</u> /Mcf

**Selection of Service Category and Rates**

Customers may choose the Service Category under which they take service, consistent with the provisions of Rules C4.1, Classes of Service, and C4.2., Choice of Rates. When the Customer is selecting its initial Service Category, the Company must advise them that the estimated economic breakeven point between GS-1 and GS-2 is approximately 1,000 Mcf per year and the estimated economic breakeven point between GS-2 and GS-3 is approximately 10,000 Mcf per year. Economic breakeven points may vary based on the usage and number of customer contiguous accounts. After the initial selection is made, then it is the customer's responsibility to determine when it is appropriate to switch Service Categories, as permitted by Rule C4.2, Choice of Rates.

**Gas Cost Recovery Charge**

The gas cost recovery factors are shown on Sheet No. D-5.00.

**General Terms and Surcharges**

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet Nos. D-2.00 through D-4.00.

**Minimum Charge**

The Customer Charge included in the rate 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 mailing. A late payment charge of 2% of the unpaid balance outstanding, net of taxes, shall be assessed to any bill which is not paid in full on or before the due date shown thereon.

**Term and Form of Contract**

Service under this rate shall not require a written contract.

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M.P.S.C. No. 3 - Gas  
Consumers Energy Company

Sheet No. D-14.00

## GENERAL SERVICE OUTDOOR LIGHTING RATE GL

This Rate Is Not Open to New Business

### Availability

Subject to any restrictions, this rate is available to any commercial or industrial customer for streetlighting or outdoor area lighting service for any system consisting of two or more gas luminaires where the Company has an existing gas distribution system.

### Nature of Service

The customer shall furnish the necessary posts, luminaires and fixtures. The Company shall install this equipment and make all connections to its gas distribution system. The Company shall supply the gas, renew the mantles, clean the luminaires and paint all metal parts as needed; all other renewals and maintenance shall be paid for by the customer.

### Monthly Rate

~~\$7.00~~ 9.00 per luminaire having a rated consumption of 2.5 cubic feet or less per hour.

~~\$12.00~~ 15.00 per luminaire having a rated consumption of more than 2.5 cubic feet but not more than 4.5 cubic feet per hour.

### General Terms and Surcharges

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet Nos. D-2.00 through D-4.00.

### Due Date and Late Payment Charge

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

### Term and Form of Contract

Minimum term of three years on written contract and year to year thereafter until terminated by mutual consent or upon three months' written notice given by either party.

### Special Terms and Conditions

The Company reserves the right to make special contractual arrangements as to term or duration of contract, termination charges, contributions in aid of construction, monthly charges or other special consideration when the customer requests service, equipment or facilities not normally provided under this rate.

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(Continued From Sheet No. E-3.00)

**E3. GAS QUALITY (Contd)**

**E3.2 Heating Value.**

The Gas transported shall have a Total Heating Value Per Cubic Foot of not less than 965 Btu nor more than 1,110 Btu at a base pressure of 14.65 psi and 60 degrees Fahrenheit. Unless otherwise agreed, differences in the thermal value of the Gas transported shall be determined by the Company based on the assumption that the Gas delivered to the customer has a Btu content per Mcf that is the same as the Company's then-current system average Btu content per Mcf which shall be redetermined Monthly.

**E4. SERVICE REQUIREMENTS**

**E4.1 Quantities.**

- A. The customer may deliver, or cause to be delivered, and the Company shall, subject to other provisions in the Company's Gas Rate Book, accept quantities of Gas up to the MDQ specified in the transportation contract. If deliveries to the Company exceed the agreed upon quantities, the Company may terminate the contract upon 30 Days' written notice to the customer.
- B. Deliveries to the Company may be made by or on behalf of the customer at existing interconnections between the gas transmission facilities of the Company and other pipeline systems. These points of receipt shall be those that are agreed to from time to time by the customer and the Company.
- C. The Company shall endeavor to deliver Gas to the customer, and the customer shall endeavor to take a quantity of Gas that is thermally equivalent to the Gas that it delivers or causes to be delivered. Such delivery on the part of the Company and take on the part of the customer is to be made at the outlet of the Company gas meter(s) identified in the transportation contract.
- D. The Company shall retain ~~2.24~~ 2.33 percent of all Gas received from customers being billed for distribution service on the Transportation Service Rate at the points of receipt to compensate it for the Company's use and lost and unaccounted for Gas on the Company's system ("Allowance for Use and Loss"). Gas received from customers being billed for distribution services on the General Service Rate shall not be subject to this provision. This volume shall not be included in the quantity available for delivery to the customer.
- E. If, in any month, the quantity of Gas received by the Company at the points of receipt, less the Allowance for Use and Loss, is more than the quantity of Gas taken by the customer at the points of delivery, then the difference shall be retained by the Company and delivered to the customer in those succeeding months when the quantity of gas received by the Company is less than the customer's requirements. Such subsequent deliveries to the customer shall be subject to the withdrawal limitations identified on the Transportation Service Rate Schedule. Should the aggregate quantity of gas, less the Allowance for Use and Loss, retained by the Company at any month-end exceed 10% of the Annual Contract Quantity for ST, LT and XLT, or exceed 4% of the Annual Contract Quantity for XXLTL, then the Company shall have the right: (1) to refuse to receive any additional quantity of gas for that customer until the Company has satisfied itself that the quantity of gas retained for the customer is less than the Authorized Tolerance Level and (2) to assess the customer a Load Balancing Charge for any month-end balance that exceeds the Authorized Tolerance Level.
- F. After termination of the customer's Gas transportation contract, the customer must withdraw or transfer any Gas retained by the Company within 60 days. If the customer has not withdrawn or transferred all of the Gas retained by the Company within 60 days, the Company will cash out the remaining balance at a rate of \$1.00 per Mcf.

(Continued on Sheet No. E-5.00)

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**TRANSPORTATION SERVICE RATE**  
(Rates ST, LT, XLT and XXLT)**Availability**

Subject to any restrictions, service under this Rate Schedule is available to any customer that could otherwise purchase gas under another Company Rate Schedule. A customer selecting transportation service, is not eligible to receive Gas under any of the Company's firm Gas sales rates for a minimum period of one year from the date the customer commenced taking Transportation Service.

Service provided to Rate Schedule XXLT is available to customers with an annual minimum throughput of 4,000,000 Mcf, subject to an annual review to ensure the minimum requirement is met. Customers served under the XXLT Rate Schedule will be required to operate at a contracted Authorized Tolerance Level of 4% or less.

Under this Rate Schedule, the Company shall transport Gas for the customer to the interconnections between the Company's facilities and those of the customer (points of delivery) from the interconnections between the Company's facilities and those of a third party that delivers Gas to the Company for redelivery to the customer (points of receipt).

A producer or a broker may contract for service on this Rate Schedule for the transportation of Gas from a wellhead through the Company's system to another pipeline, for the transportation of Gas from one pipeline to another pipeline or for the transportation of Gas from a specified interconnection between the Company's facilities and those of a third party for delivery to a specific customer within the Company's integrated distribution system, provided that all Gas transported for a producer or broker pursuant to this Rate Schedule is consumed in and never leaves the State of Michigan after entering the Company's system.

All customers requesting transportation service under this Rate Schedule shall make written application for such service on a form provided by the Company.

**Monthly Rate**

	Service category			
	ST	LT	XLT	XXLT
<b>Principal Customer Charge</b>	<del>\$934.33</del> <u>898.12</u> /meter	<del>\$2,432.25</del> <u>3,494.14</u> /meter	<del>\$17,600.04</del> <u>17,693.61</u> /meter	<del>\$53,440.97</del> <u>46,354.57</u> /meter
<b>Contiguous Customer Charge</b>	60.00 /meter	60.00 /meter	60.00/meter	NA
<b>Remote Meter Charge</b>	NA	NA	70.00/meter	70.00 /meter
<b>Transportation Rates</b>	<del>1.4846</del> <u>1.7140</u> /Mcf	<del>1.3042</del> <u>1.4025</u> /Mcf	<del>0.9443</del> <u>1.0617</u> /Mcf	<del>0.5261</del> <u>0.6157</u> /Mcf *

\*The XXLT Transportation Rate reflects a contracted Authorized Tolerance Level of 4%.

**Selection of Service Category and Rates**

A customer may choose the Service Category under which they take service, consistent with the provisions of Rules C4.1, Classes of Service, and C4.2, Choice of Rates. When the customer is selecting its initial Service Category, the Company must advise them that the estimated economic breakeven point between ST and LT is approximately 100,000 Mcf per year, the estimated economic breakeven point between LT and XLT is approximately 500,000 Mcf per year. The estimated economic breakeven points assume an 8.5% ATL for rates ST, LT and XLT and exclude contiguous customer charges and all surcharges. Economic breakeven points may vary based on the throughput, contracted ATL and number of customer contiguous accounts. After the initial selection is made, then it is the customer's responsibility to determine when it is appropriate to switch Service Categories, as permitted by Rule C4.2, Choice of Rates.

(Continued on Sheet No. E-9.00)

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**TRANSPORTATION SERVICE RATE**  
**(Rates ST, LT, XLT and XXLT)**  
**(Continued From Sheet No. E-9.00)**

**Monthly Rate (Contd)****Load Balancing Charge (Contd)**

ST, LT and XLT customer's ATL shall be 8.5% of the Customer's ACQ unless the customer contracts for a different percent in accordance with the following table. The Transportation Charge shall be adjusted as follows except for Transportation customers served on XXLT, where service is offered at 4% ATL or less:

Authorized As a % of ACQ Tolerance Level	ST, LT and XLT Transportation Charge Adjustment	XXLT Transportation Charge Adjustment
2.0%	<del>\$(0.0783)</del> <u>\$(0.0606)</u> /Per Mcf	<del>\$(0.0241)</del> <u>\$(0.0186)</u> /Per Mcf
4.0%	<del>\$(0.0542)</del> <u>\$(0.0420)</u> /Per Mcf *	No Change*
6.5%	<del>\$(0.0241)</del> <u>\$(0.0186)</u> /Per Mcf	N/A
7.5%	<del>\$(0.0120)</del> <u>\$(0.0093)</u> /Per Mcf	N/A
8.5%	No Change	N/A
9.5%	<del>\$(0.0120)</del> <u>\$(0.0093)</u> /Per Mcf	N/A
10.5%	<del>\$(0.0241)</del> <u>\$(0.0186)</u> /Per Mcf	N/A

\*For XXLT customers, the 4% ATL adjustment is reflected in their Transportation Rate, therefore there is no additional ATL adjustment required.

The monthly injection of Gas into the customer's ATL shall be at the customer's discretion except in September and October when any monthly injections in excess of 1.43% of the customer's ACQ, will be charged the Load Balancing Charge.

**Due Date and Late Payment Charge**

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

**Metering Requirements**

All eligible XLT and XXLT customers shall be required to provide, at no expense to the Company, a dedicated telecommunication line(s) as required for metering purposes, to a location specified by the Company. The communication link must be installed and operating prior to a transportation customer receiving service under Service Category XLT or XXLT. The customer shall be responsible for (i) ensuring that the communication links 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. The Company shall own and maintain the actual metering equipment and modem.

(Continued on Sheet No. E-11.00)

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(Continued From Sheet No. G-4.00)

**G4. SERVICE REQUIREMENTS**

**G4.1 Quantities.**

- A. The Group Administrator may deliver, or cause to be delivered, and the Company shall, subject to other provisions in the Company's Gas Rate Book, accept quantities of gas up to the GMDQ specified in the Group transportation service contract.
- B. Deliveries to the Company may be made by or on behalf of the Group Administrator at existing interconnections between the gas transmission facilities of the Company and other pipeline systems. These points of receipt shall be those that are agreed to from time to time by the Group Administrator and the Company.
- C. The Company shall retain ~~2.21~~ 2.33 percent of all gas received for transportation customers in the Group to compensate it for the Company's use and lost and unaccounted for on the Company's system ("Allowance for Use and Loss"). This volume shall not be included in the quantity available for delivery to transportation customers in the Group.
- D. The amount of gas available for use by the Group will be calculated as the amount of gas received by the Company less the allowance for gas-in-kind, plus the net effect of any balance transfers, plus any withdrawals from the Group's storage balance. For purposes of this calculation, gas transferred to or from another Group or transportation customer during the billing month shall not be considered.

If, in any month, the amount of gas available for use by the Group is more than the quantity of gas taken by the transportation customers enrolled in the Group at their points of delivery, then the difference shall be retained by the Company and delivered to the Group in those succeeding months when the amount of gas available for use by the Group is less than the requirements of those transportation customers enrolled in the Group. Such subsequent deliveries to the Group shall be subject to the withdrawal limitations identified under the Monthly Fees Applicable to the Group Administrator section of the Group Transportation Service Pilot Program. Should the amount of gas available for use by the Group at any month-end exceed the GATL, then the Company shall assess the Group Administrator a Load Balancing Charge for any month-end balance that exceeds the GATL.

- E. In the event of the termination of a Group Administrator's contract, the Group Administrator must transfer any gas retained by the Company to another Group or to a transportation customer taking service under a Transportation Service Rate Schedule within 60 days. If the Group Administrator has not withdrawn or transferred all of the gas retained by the Company within 60 days, the Company will cash out the remaining balance at a rate of \$1.00 per Mcf.
- F. Upon joining a Group, any volumes in the transportation customer's Authorized Tolerance Level balance will transfer into the Group Administrator's Group Authorized Tolerance Level balance. Upon leaving a Group, the transportation customer's Authorized Tolerance Level will follow the transportation customer and the Group Administrator's Group Authorized Tolerance Level will be reduced by the transportation customer's Authorized Tolerance Level.

(Continued on Sheet No. G-6.00)

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# PROOF OF SERVICE

STATE OF MICHIGAN )

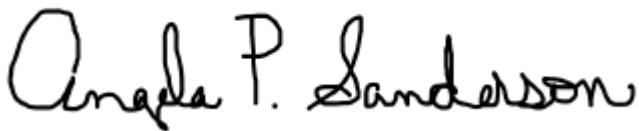
Case No. U-21308

County of Ingham )

Brianna Brown being duly sworn, deposes and says that on August 30, 2023 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 30<sup>th</sup> day of August 2023.



Angela P. Sanderson  
Notary Public, Shiawassee County, Michigan  
As acting in Eaton County  
My Commission Expires: May 21, 2024

**Service List for Case: U-21308**

Name	On Behalf of	Email Address
Anne M. Uitvlugt	Consumers Energy Company	anne.uitvlugt@cmsenergy.com
Bret A. Totoraitis	Consumers Energy Company	bret.totoraitis@cmsenergy.com
Brian W. Coyer	Residential Customer Group	bwcoyer@publiclawresourcecenter.com
Celeste R. Gill	Department of Attorney General	gillc1@michigan.gov
Cole V. Lussier	Michigan State University (MSU)	clussier@dickinsonwright.com
Consumers Energy Company (1 of 2)	Consumers Energy Company	mpsc.filings@cmsenergy.com
Consumers Energy Company (2 of 2)	Consumers Energy Company	kelly.hall@cmsenergy.com
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