

August 8, 2025

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

**RE: MPSC Case No. U-21859 – In the Matter of the Application of Consumers Energy Company for Ex Parte Approval of Certain Amendments to Rate GPD.**

Dear Ms. Felice:

Enclosed for electronic filing in the above-captioned case, please find **Consumers Energy Company's Official Exhibits**. This is a paperless filing and is therefore being filed only in PDF. Also included is a Proof of Service showing service upon the parties.

Sincerely,

Anne M. Uitvlugt  
Phone: 517-788-2112  
Email: [anne.uitvlugt@cmsenergy.com](mailto:anne.uitvlugt@cmsenergy.com)

cc: Parties Per Attachment 1 to the Proof of Service

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

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

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

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

(Continued on Sheet No. D-12.00)

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-66.00)

**Monthly Rate: (Contd)**

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

**Conditions of Interruption**

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

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

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

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

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

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

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

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

**Cost of Customer Non-Interruption**

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

(Continued on Sheet No. D-~~68.00~~67.10)

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**

**(Continued From Sheet No. D-67.00)**

**Monthly Rate: (Contd)**

**Data Center Provision:**

**Availability**

A Data Center is defined as a centralized facility used for the management, storage, processing, and distribution of data with a load of 100MW or more at a single site or aggregated among more than one site in the Company's service territory. In order to receive electric service from Consumers Energy, a Data Center Customer must agree to a rate contract term for an initial period of a minimum of fifteen (15) years from the initial service date for billing purposes. The minimum contract term shall commence after a negotiated ramp-up period not exceeding five (5) years, as determined by the Company. The ramp-up period will be specified at the time of contract execution and will be included in the contract terms.

Consumers Energy is authorized to require additional financial security from Data Center customers receiving service under this rate, including other collateral in amounts up to the projected cost of providing service for the term of the rate contract. The authorization in this paragraph does not limit the Company's other authority to impose other financial security requirements from customers.

**Minimum Billing Demand**

The Company shall require a monthly Minimum Billing Demand of 80% of the Contract Capacity, defined as the amount of capacity reserved for the Data Center Customer. The Minimum Billing Demand shall be applicable to both the Maximum Demand and On-Peak Billing Demand for the term of the rate contract. The Data Center Customer's Maximum Demand and On-Peak Billing Demand shall not be less than the Customer's Minimum Billing Demand, regardless of the Customer's actual usage.

**Contract Capacity**

The Data Center Customer shall specify the amount of capacity to be reserved for its use in its rate contract with the Company, which is defined as the Contract Capacity.

The Company reserves the right, at its sole discretion, to allow a one-time reduction to the Contract Capacity if requested by the Data Center. A requested reduction to Contract Capacity will be granted if the reduction will not result in cost increases for the Company or its other customers, and will be documented in an amendment to the rate contract.

If the Data Center Customer's usage exceeds the Contracted Capacity by 1,000 kW or more, the Company shall amend the contract to reflect the increased usage if the Company determines it has the capacity to serve the additional load without negatively impacting other customers or the Company. If the Company determines it does not have capacity to serve the additional load without negatively impacting other customers or the Company, it shall inform the Customer that it must reduce its usage to its Contract Capacity. If the Customer does not comply with the request to reduce its usage to its Contract Capacity, the Company is authorized to suspend service to the Customer until the Customer complies with the requirement to limit its usage to its Contract Capacity.

The Data Center Customer will be responsible for any additional costs incurred due to changes in the Contract Capacity and usage above its Contract Capacity.

**Administrative Fee**

At the Company's discretion, an Administrative Fee may be imposed to cover the costs associated with providing project proposals to Data Center customers. This fee will be charged directly to the entity requesting the proposal and is non-refundable. The Administrative Fee shall be capped at \$100,000 per project proposal.

**Exit Fee**

In the event the Data Center Customer ceases to take power supply service from the Company at the Customer's Facility, the Company shall be entitled to recover an Exit Fee from the Customer. The Exit Fee shall be calculated by multiplying the Minimum Billing Demand by the number of months remaining in the rate contract term as of the date the Customer ceases to take power supply service from the Company. The Company may reduce the Exit Fee if it determines, in its sole discretion, that the loss of Customer's load will not harm the Company or its other customers.

(Continued on Sheet No. D-68.00)

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-67.00~~10~~)

**Monthly Rate: (Contd)**

**Net Metering Program:**

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

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

**Distributed Generation Program:**

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

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

**Green Generation Program:**

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

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

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

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

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

**Non-Residential Electric Vehicle Programs:**

The Non-Residential Electric Vehicle Programs are available to any eligible customer as described in Rule C19.2., Non-Residential Electric Vehicle Programs.

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

Sheet No. D-69.00

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**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-68.00)

**Monthly Rate: (Contd)**

**Self-Generation (SG):**

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

**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. [Data Center customers shall also be required to meet the Minimum Billing Demand.](#)

**Due Date and Late Payment Charge:**

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

**Term and Form of Contract:**

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

For customers with monthly demands of less than 300 kW, service under this rate shall not require a written contract except for: (i) service under the Resale Service Provision, (ii) service under the Green Generation Program, (iii) service under the Educational Institution Service Provision, (iv) service under the Aggregate Peak Demand Service Provision, (v) service under the Interruptible Service Provision, (vi) service under the Demand Response Program 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.

[Customers participating in the Data Center Provision shall require a written rate contract with an initial term of at least fifteen years, which initial term shall begin after any applicable ramp up period specified in the rate contract.](#)

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

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

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

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

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

(Continued on Sheet No. D-12.00)

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-66.00)

**Monthly Rate: (Contd)**

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

**Conditions of Interruption**

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

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

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

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

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

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

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

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

**Cost of Customer Non-Interruption**

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

(Continued on Sheet No. D-~~68.00~~67.10)

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**

*(Continued From Sheet No. D-67.00)*

**Monthly Rate: (Contd)**

**Data-Center Large Load Provision:**

**Availability**

*A ~~Data-Center Large Load Customer~~ is defined as a centralized facility used for the management, storage, processing, and distribution of data customer with a load of 100MW or more at a single site or two or more sites, each with a load of 50 MW or greater, aggregated among more than one site owned by the same entity and located within the Company's service territory.*

*In order to receive electric service from Consumers Energy, a ~~Data-Center Large Load~~ Customer must agree to a rate contract term for an initial period of a minimum of fifteen (15) years from the initial service date for billing purposes. The minimum contract term shall commence after a negotiated ramp-up period not exceeding five (5) years, as determined by the Company. The ramp-up period will be specified at the time of contract execution and will be included in the contract terms. At the conclusion of the initial contract term, service under this provision shall require a written contract with a minimum term of five (5) years. The Large Load customer must provide four (4) years advance notice of their intention to terminate or extend the contract.*

**Financial Security**

*Consumers Energy is authorized to require additional financial security from ~~Data-Center Large Load~~ customers receiving service under this rate. The Large Load Customer may be required to provide collateral in the amount of the maximum potential Exit Fee under the customer's contract. The Collateral Requirement shall be recalculated annually or upon any material change to the Exit Fee. The Collateral Requirement may be reduced over the course of the contract term to reflect the Company's declining financial exposure, provided the Customer remains in full compliance with all terms and conditions of the rate contract.*

*The Collateral Requirement may be provided to the Company in one or more of the following forms:*

- a) A guarantee from the ultimate parent or a corporate affiliate of the Large Load Customer for the full Collateral Requirement, so long as the guarantor has both (a) a credit rating of at least A- from S&P and A3 from Moody's and (b) liquidity greater than ten times the Collateral Requirement; or*
- b) A standby irrevocable letter of credit ("Letter of Credit") for the full Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Large Load Customer or its guarantor, with a Credit Rating of at least A- from S&P and A3 from Moody's. Such security must be issued for a minimum term of 360 days. The Large Load Customer must cause the renewal or extension of the security for additional consecutive terms of 360 days or more no later than 30 days prior to each expiration date of the security. If the security is not renewed or extended as required herein, the Company will have the right to draw immediately upon the Letter of Credit and be entitled to hold the amounts so drawn as security. The Letter of Credit must be in a format acceptable to and approved by the Company; or*
- c) Cash for the full Collateral Requirement, including other collateral in amounts up to the projected cost of providing service for the term of the rate contract. The authorization in this paragraph does not limit the Company's other authority to impose other financial security requirements from customers.*

**Minimum Billing Demand**

*The Company shall require a monthly Minimum Billing Demand of 80% of the Contract Capacity, defined as the amount of capacity reserved for the ~~Data-Center Large Load~~ Customer. The Minimum Billing Demand shall be applicable to both the Maximum Demand and On-Peak Billing Demand for the term of the rate contract. The ~~Data-Center Large Load~~ Customer's Maximum Demand and On-Peak Billing Demand shall not be less than the Customer's Minimum Billing Demand, regardless of the Customer's actual usage.*

**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
**(Continued From Sheet No. D-67.10)**

**Monthly Rate: (Contd)**

**Data-Center Large Load Provision: (Contd)**

**Contract Capacity**

The Data-Center Large Load Customer shall specify the amount of capacity to be reserved for its use in its rate contract with the Company, which is defined as the Contract Capacity.

The Company reserves the right, at its sole discretion, to allow a one-time reduction, not to exceed 15% of Contracted Capacity, to the Contract Capacity if requested by the Data-Center Large Load Customer. A minimum of 48 months advance notice must be provided for the requested reduction. A requested reduction to Contract Capacity will be granted if the reduction will not result in cost increases for the Company or its other customers, and will be documented in an amendment to the rate contract.

If the Data-Center Large Load Customer's usage exceeds the Contracted Capacity by 1,000 kW or more, the Company shall amend the contract to reflect the increased usage if the Company determines it has the capacity to serve the additional load without negatively impacting other customers or the Company. If the Company determines it does not have capacity to serve the additional load without negatively impacting other customers or the Company, it shall inform the Customer that it must reduce its usage to its Contract Capacity. If the Customer does not comply with the request to reduce its usage to its Contract Capacity, the Company is authorized to suspend service to the Customer until the Customer complies with the requirement to limit its usage to its Contract Capacity.

The Data-Center Large Load Customer will be responsible for any additional costs incurred due to changes in the Contract Capacity and usage above its Contract Capacity.

**Administrative Fee**

~~At the Company's discretion, an Administrative Fee may be imposed to cover the costs associated with providing project proposals to Data-Center customers. This fee will be charged directly to the entity requesting the proposal and is non-refundable. The Administrative Fee shall be capped at \$100,000 per project proposal.~~

**Exit Fee**

In the event the Data-Center Large Load Customer ceases to take power supply service from the Company at the Customer's Facility, the Company shall be entitled to recover an Exit Fee from the Customer. The Exit Fee shall be calculated by multiplying the Minimum Billing Demand by the number of months remaining in the rate contract term as of the date the Customer ceases to take power supply service from the Company. The Company may reduce the Exit Fee if it determines, in its sole discretion, that the loss of Customer's load will not harm the Company or its other customers. The Exit Fee will apply throughout the entire contract term, including any ramp-up period, and shall be calculated based on the Minimum Billing Demand applicable at the time of exit.

## LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD

(Continued From Sheet No. D-67.00~~20~~)

### Monthly Rate: (Contd)

#### Net Metering Program:

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

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

#### Distributed Generation Program:

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

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

#### Green Generation Program:

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

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

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

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

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

#### Non-Residential Electric Vehicle Programs:

The Non-Residential Electric Vehicle Programs are available to any eligible customer as described in Rule C19.2., Non-Residential Electric Vehicle Programs.

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

Sheet No. D-69.00

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**LARGE GENERAL SERVICE PRIMARY DEMAND RATE GPD**  
(Continued From Sheet No. D-68.00)

**Monthly Rate: (Contd)**

**Self-Generation (SG):**

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

**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. *Data Center Large Load Customers shall also be required to meet the Minimum Billing Demand.*

**Due Date and Late Payment Charge:**

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

**Term and Form of Contract:**

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

For customers with monthly demands of less than 300 kW, service under this rate shall not require a written contract except for: (i) service under the Resale Service Provision, (ii) service under the Green Generation Program, (iii) service under the Educational Institution Service Provision, (iv) service under the Aggregate Peak Demand Service Provision, (v) service under the Interruptible Service Provision, (vi) service under the Demand Response Program 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.

*Customers participating in the Data Center Large Load Provision shall require a written rate contract with an initial term of at least fifteen years, which initial term shall begin after any applicable ramp up period specified in the rate contract.*

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

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STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of )  
**CONSUMERS ENERGY COMPANY** )  
for Ex Parte Approval Certain Amendments )  
to Rate GPD. )  
\_\_\_\_\_ )

Case No. U-21859

**PROOF OF SERVICE**

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF JACKSON )

Melissa K. Harris, being first duly sworn, deposes and says that she is employed in the Legal Department of Consumers Energy Company; that on August 8, 2025, she served an electronic copy of **Consumers Energy Company's Official Exhibits** upon the persons listed in Attachment 1 to this Proof of Service.



\_\_\_\_\_  
Melissa K. Harris

Subscribed and sworn to before me this 8<sup>th</sup> day of August, 2025.



\_\_\_\_\_  
Crystal L. Chacon, Notary Public  
State of Michigan, County of Eaton  
My Commission Expires: 05/25/30  
Acting in the County of Jackson

**ATTACHMENT 1 TO CASE NO. U-21859**

| <b>Party</b>   | <b>Mailing Address</b>  | <b>Email Address</b>   |
|--|---|--|
| <b>Administrative Law Judge</b>  |   |  |
| Hon. Katherine E. Talbot   | Michigan Public Service Commission<br>7109 W. Saginaw Hwy., 3 <sup>rd</sup> Floor<br>Lansing, MI 48917  | talbotk@michigan.gov   |
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| <b>*Counsel for Michigan Environmental Council, Natural Resources Defense Council, Sierra Club, and Citizens Utility Board of Michigan</b> |   |  |
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\* Receives Confidential Materials

**ATTACHMENT 1 TO CASE NO. U-21859**

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|--|--|---|
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| <b>Counsel for the Michigan Energy Innovation Business Council, the Institute for Energy Innovation, and Advanced Energy United (“MEIU”)</b> |  |   |
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