
SECTION E

COMPANY TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

1. APPLICATION

These Terms and Conditions of Open Access Distribution Service apply to service under the Company's tariffs that provide for Open Access Distribution Service from the Company. Customers requesting Power Supply (generation and transmission), and Delivery (distribution) service from the Company shall be served under the appropriate Company tariffs and the Terms and Conditions of Standard Service.

Open Access Distribution Service furnished by the Company is subject to the Terms and Conditions of Open Access Distribution Service which are at all times subject to revision, change, modification, or cancellation by the Company, subject to the approval of the Michigan Public Service Commission, and which are, by reference, made a part of all standard contracts (both oral and written) for Open Access Distribution Service. Failure of the Company to enforce any of the terms of these tariffs and/or Terms and Conditions of Open Access Distribution Service shall not be deemed a waiver of its right to do so.

A copy of all Company tariffs and Terms and Conditions of Open Access Distribution Service are on file with the Michigan Public Service Commission and may be inspected by the public in any of the Company's business offices. Upon request, the Company will supply, free of charge, a copy of the rate schedules applicable to service available to existing customers or new applicants for service. When more than one rate schedule is available for the service requested, the customer shall designate the rate schedule on which the application or contract shall be based. Where applicable the customer may change from one rate schedule to another once at the end of each full 12-month period or as specified by tariff or contract, upon written application to the Company. In no case will the Company refund any difference in charges between the rate schedule under which service was supplied in prior periods and the newly selected rate schedule.

A written agreement may be required from each customer before Open Access Distribution Service will be commenced. A copy of the agreement will be furnished to the customer upon request.

By receiving service under a specific tariff, the customer has agreed to all terms and conditions of that tariff. A customer's refusal or inability to sign a contract or agreement as specified by the tariff, in no way relinquishes the customer's obligations as specified in the tariff.

When the customer desires delivery of energy at more than one point, a separate agreement will be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable tariff. Conjunctive billing and/or aggregate demands are prohibited.

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For new service/accounts, multiple metering is permitted only for Company convenience.

2. CUSTOMER CHOICE OF AN ALTERNATIVE ELECTRIC SUPPLIER

Customers may elect energy services from a qualified Alternative Electric Supplier (AES). Qualifications and other eligibility criteria for such entities are specified in the Supplier Terms and Conditions of Service. AESs are also subject to any rules and licensing criteria established by the Commission for such entities as also incorporated in the Supplier Terms and Conditions of Service.

Any customer who desires service from an AES must first contract with the AES who will arrange for the provision of such services. The AES shall then notify the Company at least 15 calendar days prior to the customer's regularly scheduled meter reading date after which the customer will receive service from the AES. All changes in AES shall occur at the end of the customer's regularly scheduled meter reading date. Any request to change a customer's AES received after 15 calendar days prior to the customer's regularly scheduled meter reading date shall become effective the subsequent billing month.

No more than two AESs may provide competitive retail electric service to a customer during any given month.

Unless otherwise directed, a customer is not permitted to have partial competitive retail electric service. The AES(s) shall be responsible for providing the total energy consumed by the customer during any given month.

The Commission maintains a list of AESs that have been licensed by the Commission. The Company will post on the Company's website a list of those AESs currently registered to enroll customers in the Company's service territory. The Company's list of AESs will also designate, if available, which customer classes each AES will be serving.

3. CHANGING ALTERNATIVE ELECTRIC SUPPLIERS

Standard Service, including Company-provided generation service, will be provided under the Company's tariffs and Terms and Conditions of Standard Service.

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Customers may change AESs no more than once during any month subject to the provisions below.

Requests to change a customer's AES must be received by the Company from the new AES. If the Company receives such a request to change a customer's AES, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated. The customer has ten days from the date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of AES was not requested by the customer. Within two business days after receiving a customer request to rescind enrollment with an AES, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

The customer shall pay a charge of \$5.00 to the Company for each transaction in which a customer authorizes a change in one or more AESs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's tariffs and Terms and Conditions of Open Access Distribution Service and service from an AES, (b) the customer's AES is changed involuntarily, (c) the customer returns to service from the customer's former AES following an involuntary change in AES, or (d) the customer's former AES's services have been permanently terminated and the customer must choose another AES.

Customers returning to the Company's Standard Service must remain on the Company's Standard Service for a period of not less than 12 consecutive months. If the customer's return to the Company's Standard Service is the result of AES default or AES withdrawal, the customer shall have 30 calendar days to choose an alternative AES before the above requirement shall apply.

A customer may contact the Company and request to return to the Company's Standard Service. The return to the Company's Standard Service shall be conducted under the same terms and conditions applicable to an enrollment with an AES. The customer will have a ten-calendar day rescission period after requesting a return to the Company's Standard Service. Provided the customer has observed all applicable tariff and contract notification requirements and the Company has effectuated the request to return to the Company's Standard Service at least 15 calendar days prior to the customer's regularly scheduled meter reading date, the customer will be returned to the Company's Standard Service at the end of the customer's regularly scheduled meter reading date.

In the event that an AES's services are permanently terminated, and the AES has not provided

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for service to the affected customers, the AES shall send timely notification to the Company and the affected customers regarding the termination of such services. Such notification shall describe the process for selecting a new AES and note that service will be provided by the Company under the Company's Standard Service if a new AES is not selected within 30 calendar days.

4. BILLS FOR OPEN ACCESS DISTRIBUTION SERVICE

Bills for Open Access Distribution Service will be rendered monthly at intervals of approximately 30 days in accordance with the tariff selected applicable to the customer's service. All bills are rendered as "net" bills that are subject to a late payment charge if the account is delinquent. Late payment charges will be assessed on Residential bills in accordance with Rule 460.122 and on Commercial and Industrial bills in accordance with Rule 460.1614. A late payment charge shall not be assessed against any residential customers who are participating in the winter protection plan as described in Rule 460.148 and Rule 460.149 of the Consumer Standards and Billing Practices for Residential Customers. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Unless the Open Access Distribution customer's AES has made arrangements with the Company to provide a Company issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

At the Company's discretion, any customer receiving Company consolidated billing with an AES billing arrearage of more than 60 days may be switched back to the Company's Standard Tariffs and will not be permitted to select a new AES until the arrearage is paid.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of the applicable tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- 1) Prior distribution, Standard Service power supply charges.
- 2) Current distribution, Standard Service power supply charges.
- 3) Prior AES charges.
- 4) Current AES charges.
- 5) Other prior and current non-regulated charges.

5. INSPECTION

It is to the interest of the customer to properly install and maintain customer-owned wiring and electrical equipment, and the customer shall at all times be responsible for the character and condition thereof. The Company makes no inspection thereof and in no event shall be responsible therefore.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations or disconnected existing installations until it has received evidence that the inspection laws

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or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances.

Before furnishing service, the Company shall require a certificate or notice of approval from a duly recognized authority stating that customer's wiring has been installed in accordance with local and state requirements.

No responsibility shall attach to the Company because of any waiver of these requirements.

6. SERVICE CONNECTIONS

The Company will, when requested to furnish Open Access Distribution Service, designate the location of its service connection. The customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring must extend a distance beyond the building as established by local codes and Company standards. Where customers install service entrance facilities as specified by the Company and/or install and use certain utilization equipment as specified by the Company, the Company may provide or offer to own certain facilities beyond the point where the Company's service wires attach to the building.

The Company reserves the right to make final determination of selection, application, location, routing and design of its service facilities and meter location. If the customer requests special routing of the service facilities and or meter location, the customer will be required to pay the extra cost, if any, resulting from the special routing of service facilities and or meter location.

All customers' wiring must be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority.

When a customer desires that Open Access Distribution Service be provided at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of same, including any and all required engineering studies.

When a customer requests additional engineering studies beyond the normal overhead and/or underground options providing an adequate plan of service, as designated by the Company, for a new or relocated service, the Company shall charge the customer, payable in advance, for actual cost incurred by the Company to conduct such studies. Normal engineering studies include any obvious options such as overhead and underground installations.

Where Open Access Distribution Service is supplied from an underground distribution system that has been installed at the Company's expense, the customer shall make arrangements with the Company for the Company to supply and install a continuous run of cable conductors including necessary ducts from the manhole or connection box to the meter location where it is necessary that the location of the meter be inside the customer's building. The customer shall reimburse the Company for

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the cost of the portion of cable and duct from the property line to the terminus of cable inside the building.

7. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

The Company shall have the right to construct its poles, lines, and circuits on the property and to place its transformers and other apparatus on the property or within the buildings of the customer, at a point or points convenient for the purpose, as required to provide Open Access Distribution Service to the customer. The customer shall keep company equipment clear from obstruction and obstacles including landscaping, structures, etc., and provide suitable space for the installation, repair and maintenance of necessary measuring instruments so that the instruments may be protected from injury by the elements or through negligence or deliberate acts of the customer or any other person who is not an agent or employee of the Company.

When Company facilities are damaged due to customer actions or negligence, the Customer shall be responsible for the costs of repairs.

8. RELOCATION OF COMPANY'S FACILITIES AT CUSTOMER'S REQUEST

Whenever, at customer's request, the Company's facilities are relocated solely to suit the convenience of customer, the customer shall reimburse the Company for the entire cost incurred in making such change including any and all required engineering studies.

9. COMPANY'S LIABILITY

The Company will use reasonable diligence in delivering a regular and uninterrupted supply of energy to the customer, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such service should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, or orders or acts of civil authority. Further, the Company shall not be liable for damages in case such service should be interrupted due to causes or conditions beyond the Company's reasonable control, including extraordinary repairs, breakdowns, or injury to machinery, transmission lines, distribution lines, or other facilities of the Company. Further, the Company shall not be liable for damages for interrupting service to any customer whenever, in the judgment of the Company, such interruption is necessary in order to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company, such interruptive action to be taken in accordance with predetermined plan and only in situations that threaten massive curtailments of service on the Company's system.

The Company shall not be liable for damages in case such service to the customer should be interrupted by failure of the customer's AES to provide appropriate energy to the Company for delivery to the customer.

Unless otherwise provided in a contract between Company and customer, the point at which service is delivered by Company to customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the Company's facilities. The metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for

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any loss, injury, or damage resulting from the customer's use of customer-owned equipment or occasioned by the delivery of energy beyond the delivery point. The Company shall not be liable for any loss, injury, or damage caused by equipment that is not owned, installed, and maintained by the Company.

The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the delivery of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuation or irregularity in the delivery of energy that could have been prevented by the use of such protective devices. The Company shall not be liable for any damages, whether direct or consequential, including, without limitations, loss of profits, loss of revenue, or loss of production capacity occasioned by interruptions, fluctuations or irregularity in the supply of energy.

The Company is not responsible for loss or damage caused by the disconnection or reconnection of service to the customer's facilities. The Company is not responsible for loss or damages to customer's property caused by the theft or destruction of Company facilities by a third party.

The Company will provide and maintain the necessary line or service connections, transformers (when the same are required by conditions of contract between the parties thereto), and other apparatus that may be required for protection to its service. All such apparatus shall be and remain the property of the Company. The Company will provide and maintain the necessary meters and other apparatus that may be required for the proper measurement of service. All such apparatus shall be and remain the property of the Company.

10. CUSTOMER'S LIABILITY

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the customer.

The customer shall be responsible and, therefore, shall insure that no one except Company employees or agents of the Company shall make any internal or external adjustments to, or otherwise interfere with, or break the seals of Company-owned meters or other Company-owned equipment installed on customer's property.

The customer shall be responsible and, therefore, shall insure that no one except Company employees or their agents shall make any internal or external adjustments to, or otherwise interfere with, or break the seals of meters or other related apparatus, regardless of ownership.

The Company shall have the right to enter, at all reasonable hours, the premises of the customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of termination of service for any cause. The customer must keep the immediate area and access area in and around the Company's equipment clean and free of debris.

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11. USE OF SERVICE BY CUSTOMER

The tariffs for Open Access Distribution Service given herein are classified by the character of use of such service and are not available for service other than as provided herein. Service will not be furnished under any tariff of the Company on file with the Commission to any customer, applicant, or group of applicants desiring service with the intent or for the purpose of reselling any or all of such service. It shall be understood that upon the expiration of a contract, the customer may elect to renew the contract upon the same or another tariff published by the Company available in the locality in which the customer resides or operates and applicable to the customer's requirements. In no case shall the Company be required to maintain transmission, switching, or transformation equipment (either for voltage or form of current change) different from, or in addition to, that generally furnished to other customers receiving service under the terms of the tariff elected by the customer.

A customer may not change from one tariff to another during the term of contract except with the consent of the Company or within a reasonable period after a Commission-approved change in tariffs.

A customer desiring to change from Open Access Distribution Service to Standard Service must comply with the provisions of Changing Competitive Service Providers, the Term of Contract provision of the tariff under which the customer is receiving service, and the terms of any other agreement between the customer and the Company.

The service connections, transformers, meters, and appliances supplied by the Company for each customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

The customer shall install only motors, apparatus, or appliances that are suitable for operation with the character of the service supplied by the Company, which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause unprovided-for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances and also as to whether the operation of such apparatus or appliances is, or will be, detrimental to its general service.

The customer is responsible to provide any timing equipment and timing control signals to operate time differentiated load.

No attachment of any kind whatsoever may be made to the Company's lines, poles, crossarms, structures, or other facilities without the express written consent of the Company.

All apparatus used by the customer shall be of such type as to secure the highest practicable commercial efficiency, power factor, and the proper balancing of phases. Motors that are frequently started or arranged for automatic control must be of a type to give maximum starting torque with minimum current flow and of a type and equipped with controlling devices approved by the Company. The customer agrees to notify the Company of any increase or decrease in the customer's connected load.

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The operation of certain electrical equipment can result in disturbances (e.g., voltage fluctuations, harmonics, etc.) on the Company's transmission and distribution systems that can adversely impact the operation of equipment for other customers. Customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 519 or the IEEE/GE voltage flicker criteria, when operating such equipment. The Company may refuse or disconnect service to customers for using electricity or equipment that adversely affects distribution service to other customers. Copies of the applicable criteria are available upon request.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy supply designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

The customer shall not be permitted to operate the customer's own generating equipment in parallel with the Company's service except on written permission of the Company.

12. RESIDENTIAL SERVICE

Individual residences shall be served individually with single-phase service under the appropriate residential tariff. Customers may not take Open Access Distribution Service for three or more separate living units through a single point of delivery under any tariff, irrespective of common ownership of the several residences, except that in the case of an existing apartment house with a number of individual apartments, the landlord shall have the choice of providing separate wiring for each apartment so that the Company may provide delivery to each apartment separately under the residential tariff or purchasing the entire Open Access Distribution Service through a single meter under the appropriate general service tariff. This central metering provision shall not be permitted for new customers.

In a two-family dwelling the owner may, at the owner's option, take Open Access Distribution Service through a single meter under the residential tariff instead of providing separate wiring for both dwelling units. When Open Access Distribution Service is taken through a single meter, the two-family dwelling will be billed as a single-family residence.

The residential tariff shall cease to apply to that portion of a residence that becomes regularly used for business, professional, institutional, or other gainful purposes or which requires three-phase service. Single-phase motors of 10 HP or less may be served under the appropriate residential tariff. Larger single-phase motors may be served where, in the Company's sole judgment, the existing facilities of the Company are adequate.

Under these circumstances, customer shall have the choice of: (1) separating the wiring so that the residential portion of the premises is served through a separate meter under the residential tariff and the other uses as enumerated above are served through a separate meter or meters under the appropriate general service tariff or (2) taking the entire service under the appropriate general service tariff.

Detached building or buildings actually appurtenant to the residence, such as a garage, stable, or barn, may be served by an extension of the customer's residence wiring through the residence meter.

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13. RESORT SERVICE

Where customers desire Open Access Distribution Service for summer homes, summer resort hotels, or other summer resort establishments that are located adjacent to existing distribution lines of the Company and can be served without the extension of primary lines, they shall have the privilege of purchasing all-year distribution service under the applicable all-year tariffs or of purchasing Open Access Distribution Service for less than a full year under the applicable residential or general service tariffs, subject to payment in advance of an amount commensurate with the cost of handling the customer's account, for connection to and disconnection from the Company's lines.

14. TRANSMISSION SERVICE

Transmission service shall be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. PJM Interconnection, LLC shall be the Transmission Provider. The AES or the customer shall contract for transmission service under the applicable Open Access Transmission Tariff. The contracting entity or its designee is responsible for scheduling under the applicable Open Access Transmission Tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services. The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff. Any remaining unpaid amounts and associated fees for transmission service are the responsibility of the customer.

Provisions for scheduling and imbalance are contained within the applicable Open Access Transmission Tariff.

15. LOSSES

The AES or the Transmission Provider shall provide, through appropriate arrangements, both transmission and distribution losses as required to serve customers at various delivery voltages. If an AES arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the AES must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.8% additional losses of amounts received by the Transmission Provider for delivery to the customer. Customers served at secondary distribution voltage require 5.4% additional losses of amounts received by the Transmission Provider for delivery to the customer.

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16. METERING AND LOAD PROFILING

All customers taking service under the Company's Terms and Conditions of Open Access Distribution Service with maximum monthly billing demands of 200 kW or greater for the most recent 12 months shall be interval metered. The customer, or the customer's AES, may request an interval meter for customers with maximum monthly billing demands less than 200 kW.

The cost of any interval metering facilities installed by the Company to comply with this requirement or as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the required facilities. In addition, the customer shall pay a monthly net charge of \$0.18 to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering.

In addition, the customer shall pay for service performed on a Company-installed standard interval meter as follows:

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter installation	54.00
Perform manual meter reading	40.00
Check phone line and perform manual meter reading due to communication loss	45.00

The customer, or the customer's AES, may select a meter from the Company's approved equipment list. The customer, or the customer's AES, may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The customer is responsible for providing the telephone line for purposes of reading the meter.

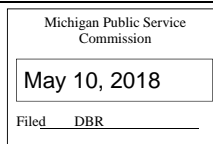
A customer that is required to have interval metering must approve a work order for interval meter installation before an AES may serve such customer. During the period between when the customer has requested an interval meter and the time that the Company is able to install such a meter, a Company load profile will be used for settlement purposes and consumption meter readings will be used for billing.

All load profiling shall be performed by the Company. Sample data and customer specific interval metering, when available, will be used in the development of the total load profile for which an AES is responsible for providing generation and possibly arranging transmission services. Such data shall be provided to other entities as required for monthly billing.

Meters shall be provided and maintained by the Company. Unless otherwise specified, such meters shall be and remain the property of the Company.

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17. EXTENSION OF SERVICE

A. Residential Service

i. Charges

For each permanent, year-round dwelling, the Company will provide a single-phase line extension, excluding service drop, at no additional charge for a distance of 200 feet. Distribution line extensions in excess of the above footages will require an advance deposit of \$ 3.50 per foot for all such excess footage. There will also be a nonrefundable contribution equal to the cost of right-of-way and clearing on such excess footage. Three-phase extensions, as required to service large developments, will be on the same basis as Commercial and Industrial.

ii. Measurement

The length of any main line distribution feeder extension will be measured along the route of the extension from the Company's nearest facilities from which the extension can be made to the customer's property line. The length of any lateral extension on the customer's property shall be measured from the customer's property line to the service pole. Should the Company, for its own reasons, choose a longer route, the applicant will not be charged for the additional distance; however, if the customer requests special routing of the line, the customer will be required to pay the extra cost resulting from the special routing.

iii. Refunds

During the five-year period immediately following the date of payment, the Company will make refunds of the charges paid for a financed extension under provisions of paragraph (i) above. The amount of any such refund shall be \$165 for each permanent electric service subsequently connected directly to the facilities financed by the customer. Directly connected customers are those that do not require the construction of more than 100 feet of lateral primary distribution line. Such refunds will be made only to the original depositor and will not include any amount of contribution in aid of construction for underground service made under the provisions of the Company's underground service policy as set forth in this section. The total refund shall not exceed the refundable portion of the contribution.

B. Commercial or Industrial Service

Investment, charges, and refunds related to extension of service for Open Access Distribution customers will be determined by the same method as used for Standard Service customers. The capacity power supply charge revenue anticipated for Open Access Distribution customers will be calculated using the same capacity power supply charges used for Standard Service Customers.

i. Company Financed Extensions

Except for contributions in aid of construction for underground service made under the provisions of Item 18, C of these rules, the Company will finance the construction cost

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necessary to extend its facilities to serve commercial or industrial customers when such investment does not exceed two times the annual capacity power supply and delivery charge revenue anticipated to be collected from customers initially served by the extension.

ii. Charges

When the estimated cost of construction of such facilities exceeds the Company's maximum initial investment as defined in paragraph (i), the applicant shall be required to make a deposit in the entire amount of such excess construction costs. Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of paragraph (iii).

iii. Refunds

That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered nonrefundable. This amount shall be determined under the applicable provisions of the Company's underground service policy as set forth in this section.

The Company will make refunds on remaining amounts of deposits collected under the provisions of paragraph (ii) above in cases where actual experience shows that the capacity power supply and delivery charge revenues supplied by the customer are sufficient to warrant a greater initial investment by the Company. Such refunds shall be computed as follows:

(1) Original Customer

At the end of the first complete 12-month period immediately following the date of initial service, the Company will compute a revised revenue credit based on two times the actual capacity power supply and delivery charge revenue provided by the original customer in the 12-month period. Any amount by which twice the actual annual capacity power supply and delivery charge revenue exceeds the Company's initial revenue estimate will be made available for refund to the customer; no such refund shall exceed the amount deposited under provisions of paragraph (ii) above.

(2) Refunds for additional new customers directly connected to the financed extension during the refund period will be governed by Section 17, A, iii.

iv. Loads of Uncertain Duration

When, in the opinion of the Company, the permanence and continuance of the customer's load is questionable, the Company may require the applicant to make an advance deposit for line construction or service to cover the Company's costs of extending its electric lines and furnishing and installing necessary transformation, metering and protective equipment to supply electricity to the customer's premises. The advance deposit with the Company will be made up of two components (1) the estimated cost of constructing the facilities to serve the customer, including labor, material, stores freight and handling expenses, and a charge for overhead, plus (2) the estimated cost of removing said facilities and returning the materials to

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the Company storeroom, minus the estimated value of salvaged materials to be returned to storeroom at the end of the electrical service.

Any customer making an advance deposit under this section is eligible for a rebate of the monies advanced under (1) of the preceding paragraph, beginning with the first full billing month for full operation of the customer's facility and ending with the 24th consecutive month thereafter. The rebate will be 40% of the monthly electric service paid by the customer. The total amount of all rebates shall not exceed the amount of the monies advanced under (1) of the preceding paragraph. In addition, following the continuous use of electric service for twenty-four (24) months, any monies held by the Company will be promptly refunded to the customer. The Company, at its discretion, may accept a letter of credit or performance bond, payable to the Company, in lieu of an advance deposit.

C. General

The Company will extend its lines to serve domestic customers and farm customers for year-round service under applicable tariffs subject to the following conditions:

- (1) Extensions hereunder shall be built by the Company in accordance with its construction standards and shall be single phase unless the Company elects to build polyphase lines.
- (2) In those cases where it is not feasible or practicable to construct lines on public rights-of-way and it is necessary to secure rights-of-way on private property or tree trimming permits, the applicant or applicants shall secure the same without cost to the Company, or assist the Company, in obtaining such rights-of-way on private property or tree trimming permits before construction shall commence. The Company shall be under no obligation to construct lines in event the necessary rights-of-way or tree-trimming permits cannot be so obtained.

18. UNDERGROUND ELECTRIC LINES

A. General

In case of all direct burial underground extensions of electric distribution facilities as covered by conditions as set forth in this section, the real estate developer or customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to the estimated difference in cost between overhead and direct burial underground facilities. "Distribution facilities" means those operated at 20,000 volts or less to ground for wye connected systems and 20,000 volts or less for delta connected systems. Charges in this section are in addition to any charges that may be required in Section 17 for equivalent overhead facilities.

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B. Residential

i. In Subdivisions

(1) Distribution Facilities

The distribution system in a new residential subdivision and an existing residential subdivision in which electric distribution facilities have not already been constructed shall be placed underground, except that a lot facing a previously existing street or county road and having an existing overhead distribution line on its side of the street or county road shall be served with an underground service from these facilities and shall be considered a part of the underground service area.

The owner or developer of such subdivisions shall be required to make a nonrefundable contribution in aid of construction to the Company, for direct burial underground distribution facilities, in an amount equal to the sum of the lot front-foot measurement multiplied by \$ 4.50, which amount shall be considered to be the difference in cost between overhead and direct burial underground distribution facilities.

The front-foot measurement of each lot to be served by a residential underground distribution system shall be made along the contour of the front lot line. The front lot line is that line which usually borders on or is adjacent to a street. However, when streets border on more than one side of a lot, the shortest dimension shall be used. In case of a curved lot line that borders on a street or streets and represents at least two sides of the lot, the front-foot measurements shall be considered as one-half the total measurement of the curved lot line. Where a lot is served by an underground service from an overhead distribution line, the lot front-foot measurement shall be deleted. The construction provided for in the \$ 4.50 per lot front-foot contribution in aid of construction includes the extension of underground electric distribution facilities to the lot line of each lot in the subdivision.

The use of the lot front-foot measurement in these rules shall not be construed to require that the underground electric distribution facilities be placed on the front of the lot.

(2) Service Facilities

The Company shall install, own, and maintain the service line from the property line to the customer's meter. For normal installation of the service line, the developer or customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to \$ 6.00 per trench foot.

ii. Outside of Subdivisions

(1) Distribution Facilities

The customer located outside of subdivisions shall be required to make a nonrefundable

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contribution in aid of construction to the Company in an amount equal to the estimated total difference in cost between overhead and underground construction costs.

(2) Service Facilities

For normal installation of the service line, the customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to \$ 6.00 per trench foot.

iii. Mobile Home Parks, Condominiums and Apartment House Complexes

The distribution and service facilities for new and existing mobile home parks, condominiums, and apartment house complexes in which electric facilities have not already been constructed shall be placed underground.

The owner or developer of such mobile home parks, condominiums, and apartment house complexes shall be required to make a nonrefundable contribution in aid of construction to the Company for distribution facilities in an amount equal to \$ 4.50 per trench foot and service facilities in an amount equal to \$ 12.25 per trench foot and \$ 11.25 per kVA for transformers (installed). Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of Section 17 B (iii).

C. Commercial and Industrial

Commercial distribution and service lines in the vicinity of the customer's property and constructed solely to serve a customer or group of adjacent customers shall be placed underground. This will specifically include, but not be limited to, service to shopping centers.

Industrial distribution and service lines shall be placed underground at the option of the customer. The developer or customer shall be required to make a nonrefundable contribution in aid of construction to the Company for the following facilities which amount shall be considered to be the difference in cost between overhead and direct burial underground facilities:

- i. Distribution facilities - Single-phase – \$ 4.50 per trench foot.
 Three-phase – \$3.00 per trench foot.
- ii. Transformers - Single-phase – \$ 8.00 per kVA (installed).
 Three-phase – \$12.50 per kVA (installed).
- iii. Service, as this term is generally understood in the electric utility field, (on customer's property) - Single-phase – \$ 8.00 per trench foot.
 Three-phase – \$12.50 per trench foot.

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D. Special Conditions

Where practical difficulties exist, such as water conditions, rock near the surface, or where there are requirements for deviation from the Company's construction standards such as directional boring, the per foot charges in B and C will not apply and the contribution in aid of construction will be equal to the estimated difference in cost between overhead and underground facilities but not less than the charge calculated under B and C.

An additional amount of \$1 per foot shall be added to the trenching charges for the practical difficulties associated with winter construction in the period from December 15 to March 31, inclusive. This charge will not apply to jobs that are ready for construction and for which the construction meeting has been held prior to November 1.

E. Replacement of Existing Overhead Electric Facilities

Existing overhead residential, commercial, and industrial electric distribution and service lines shall be replaced with underground facilities at the option of the affected customer or customers. Before construction is started, the customer shall be required to pay the Company the depreciated cost (net cost) of the existing overhead facilities plus the cost of removal less the salvage value thereof and, also, make a nonrefundable contribution in aid of construction in an amount equal to the estimated difference in cost between new underground and new overhead facilities including, but not limited to, the costs of breaking and repairing streets, walks, parking lots, and driveways, repairing lawns, and replacing grass, shrubs, and flowers.

19. TEMPORARY SERVICE

Temporary service is electric service that is required during the construction phase of a project and/or electric service that is provided to new customers for a period not to exceed 12 months except in cases of large construction projects and the customer has notified the Company of the need to extend this timeframe. Such service is available only upon approval of the Company. In order to qualify for temporary service, the customer must demonstrate to the Company's satisfaction that the requested service will, in fact, be temporary in nature.

Temporary service for residential construction will be supplied using Tariff R.S. Temporary service for general service construction will be supplied under the appropriate published general service tariff applicable to the class of business of the customer. Temporary service will be supplied when the Company has available unsold capacity of lines and transformers. The customer will be charged a minimum temporary service installation charge in addition to the service charge set forth in the tariff under which temporary service is supplied. The service charge, as set forth in the applicable tariff shall be, in no case, less than one full monthly amount. The customer will be charged a minimum temporary service installation charge, payable in advance, based on the Company's actual cost to install and remove, less salvage, the required facilities to provide the temporary service. In no case shall revenue credits apply to cover costs associated with temporary service. The Company reserves the right to require a written contract for temporary service, at its option.

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20. DENIAL OR DISCONTINUANCE OF SERVICE

Pursuant to Rules 460.136, 460.137, and 460.1625, the Company reserves the right to shutoff service to any customer without notice, in case of an emergency or to prevent fraud upon the Company. Additional shutoff of service rules applicable to nonresidential service are set forth in the MPSC Rules in Part 7 of the Billing Practices Applicable to Non-Residential Electric and Gas Customers, as referenced herein, and are set forth, as applicable, to residential service in Part 8 of the Consumer Standards and Billing Practices for Electric and Gas Residential Service, as referenced herein.

Any shutoff of service shall not terminate the contract between the Company and the customer nor shall it abrogate any minimum charge that may be effective.

The Company may disconnect service without request by the customer and with proper notification in writing of at least 14 days when:

- (a) The customer does not provide adequate access to the meter during normal business hours or denies access to other Company equipment; or
- (b) The customer does not provide adequate safe clearance in front of and around metering and associated equipment; or
- (c) The customer does not allow safe egress and regress across the customer's property to access metering and other Company equipment; or
- (d) The meter is located in an inaccessible location such as a basement, fenced area, porch, etc., and the customer denies the Company reasonable access; or
- (e) The customer's equipment falls into disrepair due to aging or abuse and needs to be replaced due to eminent safety considerations; or
- (f) The meter installation does not fall under commonly acceptable installation practices or where conditions at the customer's site change, causing the meter installation to no longer meet acceptable installation guidelines.

The Company may disconnect service without request by the customer and without prior notice only:

- (a) If a condition dangerous or hazardous to life, physical safety, or property exists; or
- (b) Upon order by any court, the Commission or other duly authorized Public Authority; or
- (c) If fraudulent or unauthorized use of electricity is detected and the Company has reasonable grounds to believe the affected customer is responsible for such use; or
- (d) If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected customer is responsible for such tampering.

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21. VOLTAGES

The standard nominal distribution service voltages within the service area of the Company are:

Secondary		Primary	
Single Phase	Three Phase	Single Phase	Three Phase
120/240 Volts	120/208 Volts	2400 Volts**	4160/2400 Volts**
120/208 Volts	120/240 Volts*	7200 Volts	12470/7200 Volts
480 Volts	277/480 Volts	19950 Volts	34500/19950 Volts
	480 Volts*		

* Not available when supplied from 34500/19950 primary distribution systems.

** Limited to existing 4160/2400 volt distribution systems or from a dedicated subtransmission or transmission station.

The standard subtransmission and transmission service voltages within the service area of the Company are:

Subtransmission	Transmission
Three Phase	Three Phase
34.5 kV	138 kV
69 kV	345 kV
	765 kV

22. SPECIAL SERVICE CHARGES

The following schedule reflects the amounts to be charged for the special services stipulated. The Company will endeavor to comply with customer requested work subject to a minimum of three days prior notification and / or manpower availability.

SCHEDULE OF CHARGES	AMOUNT
1. Reconnect during regular business hours.	\$62.50
2. Reconnect during workday overtime hours and all day Saturday.	\$80.00
3. Reconnect on Sundays or holidays.	\$156.25
4. Trip charge where Company employees are sent to customer premises to specifically notify the customer that bill payment is due.	\$29.00

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5. Disconnect trips where notification is left for the customer at the premises because of access or other issue or the customer signs a Company form agreeing to make payment by the end of business the same day and no disconnect is made.	\$34.25
6. Reconnect when disconnect is required to be made from a vault, manhole, or service box.	\$585.75
7. Reconnect when disconnect is required to be made at pole during regular business hours.	\$78.00
8. Reconnect when disconnect is required to be made at pole during workday overtime hours and all day Saturday.	\$117.00
9. Reconnect when disconnect is required to be made at pole on Sunday or holidays	\$203.00
10. Trip charge for no-power service call when the customer's facilities are clearly at fault or for scheduled work and the customer is not ready when Company is on site and customer was advised of the charge .	\$34.25
11. Meter test or change when charge is permitted in accordance with the the Consumer Standards and Billing Practice Rules.	\$31.25
12. Customer's check returned for nonsufficient funds.	\$18.75

23. MISCELLANEOUS CUSTOMER CHARGES

When the Company detects that its regulating, measuring equipment, or other facilities have been tampered with or when fraudulent or unauthorized use of electricity has occurred, a rebuttable presumption arises that the customer or other user has benefited by such fraudulent or unauthorized use of such tampering. Therefore, that customer or other user is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and is responsible for the cost of field calls and the cost of making repairs necessitated by such use and/or tampering, plus a charge of \$50 per occurrence. Under such circumstances the Company will institute the procedures outlined in the Consumer Standards and Billing Practice Rules.

24. CUSTOMER OWNED EQUIPMENT TROUBLESHOOTING

When requested by the customer to investigate any problems with customer owned equipment that is connected to the Company's system, such as a generator, transformer, or other unique customer-owned facilities, the Company will conduct investigations at no charge to the customer. Company will make all reasonable attempts to resolve any problems when the Company is found to be at fault. If the customer owned equipment is found to be at fault, the Company may at the customer's request, and upon mutual agreement, continue troubleshooting the problem if the customer consents to paying for all additional charges which shall be based on actual labor and material incurred.

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25. TAX ADJUSTMENT AND FRANCHISE FEES

Bills to customers receiving service within the limits of political subdivisions which levy special license fees, franchise fees or any other such fee against the Company or its operation or the production or sale of electric energy shall be increased by a uniform per meter surcharge calculated on an annual basis to offset such special fee or any new or increased special fee, thereby preventing other customers from being compelled to share such local fees.

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**SECTION E
SUPPLIER TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE**

1. APPLICATION

These Supplier Terms and Conditions of Service apply to any person that is engaged in the business of supplying electric generation service to customers that take distribution service from the Company (Alternative Electric Supplier).

A copy of the Supplier Terms and Conditions of Service under which service is to be rendered will be furnished upon request.

2. CUSTOMER CHOICE OF ALTERNATIVE ELECTRIC SUPPLIER

Customers taking service under the Company's Terms and Conditions of Open Access Distribution Service may elect energy services from a qualified Alternative Electric Supplier (AES). Such services are allowed under the provisions of Open Access Distribution Service to the extent permitted by law.

Qualifications and other eligibility criteria for such entities are specified herein. AESs are also subject to any rules and licensing criteria established by the Commission for such entities as incorporated herein.

Any customer who desires alternative electric service must first contract with an AES who will arrange for the provision of such service. The AES shall then notify the Company at least 15 calendar days prior to the customer's regularly scheduled meter reading date after which the customer will receive service from the AES. All changes in AES shall occur at the end of the customer's regularly scheduled meter reading date. Any request to change a customer's AES received after 15 calendar days prior to the customer's regularly scheduled meter reading date shall become effective the subsequent billing month.

The Commission maintains a list of AESs that have been licensed by the Commission. The Company will post on the Company's website a list of those AESs currently registered to enroll customers in the Company's service territory. The Company's list of AESs will also designate, if available, which customer classes each AES will be serving.

3. CHANGING ALTERNATIVE ELECTRIC SUPPLIERS

Standard Service, including Company-provided Power Supply service, will be provided under the Company's tariffs and Terms and Conditions of Standard Service.

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Customers may change AES no more than once during any month subject to the provisions below.

Requests to change a customer's AES must be received by the Company from the new AES. If the Company receives such a request to change a customer's AES, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated. The customer has ten days from the date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of AES was not requested by the customer. Within two business days after receiving a customer request to rescind enrollment with an AES, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

The customer shall pay a charge of \$5.00 to the Company for each transaction in which a customer authorizes a change in AES. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's Terms and Conditions of Open Access Distribution Service from an AES, (b) the customer's AES is changed involuntarily, (c) the customer returns to service from the customer's former AES following an involuntary change in AES, or (d) the customer's former AES's services have been permanently terminated and the customer must choose another AES.

Customers returning to the Company's Standard Service must remain on the Company's Standard Service for a period of not less than 12 consecutive months. If the customer's return to the Company's Standard Service is the result of AES default or AES withdrawal, the customer shall have 30 calendar days to choose an alternative AES before the above requirement shall apply.

A customer may contact the Company and request to return to the Company's Standard Service. The return to the Company's Standard Service shall be conducted under the same terms and conditions applicable to an enrollment with an AES. The customer will have a ten-calendar day rescission period after requesting a return to the Company's Standard Service. Provided the customer has observed all applicable tariff and contract notification requirements and the Company has effectuated the request to return to the Company's Standard Service at least 15 calendar days prior to the customer's regularly scheduled meter reading date, the customer will be returned to the Company's Standard Service at the end of the customer's regularly scheduled meter reading date.

In the event that an AES's services are permanently terminated, and the AES has not provided for service to the affected customers, the AES shall send timely notification to the Company and the affected customers regarding the termination of such services. Such notification shall describe the process for selecting a new AES and note that service will be provided by the Company under the Company's Standard Service if a new AES is not selected within 30 calendar days.

4. CUSTOMER ENROLLMENT PROCESS

AESs licensed by the Commission may request, in a standardized electronic transaction, historical customer data after receiving the appropriate customer authorization. The data will be

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transferred in a standardized electronic transaction. The AES will be responsible for the incremental costs incurred to prepare and send such data.

Enrollment of a customer is done through a Direct Access Service Request (DASR), which may be submitted only by an AES.

DASRs will be effective on the first day of the next billing month provided that the DASR is received by the Company during the current enrollment period that ends 15 calendar days prior to the beginning of that billing month.

The Company will process all valid DASRs and send the confirmation notice to the customer within two business days. Simultaneous with the sending of the confirmation notice to the customer, the Company will electronically advise the AES of acceptance. Notice of rejection of the DASR to the AES shall be sent within four calendar days and include the reasons for the rejection. The customer has ten calendar days from the confirmation notice to cancel the contract without penalty. If the customer cancels the contract, the Company shall send a drop notice to the AES and the previous AES will continue to serve the customer under the terms and conditions in effect prior to submission of the new DASR.

DASRs will be processed on a "first in" priority basis based on the received date, and using contract date as the tiebreaker. Any subsequent DASRs received within the same enrollment period will be rejected and returned to the AES who submitted the DASR.

To receive service from an AES, a customer must have an active service account with the Company. After the service account is active, an AES may submit a DASR as described herein.

5. CUSTOMER PROTECTIONS

The maximum early termination fee for residential contracts of one year or less shall not exceed \$50. The maximum early termination fee for residential contracts of longer than one year shall not exceed \$100.

It is the AES's responsibility to have a current valid contract with the customer at all times. Any contract that is not signed by the customer or legally authorized person shall be considered null and void. Only the customer account holder or legally authorized person shall be permitted to sign a contract. An AES and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a legally authorized person. Legally Authorized Person means a person that has legal documentation or legal authority to enroll a residential or non-residential customer into a binding contract. A legally authorized person includes but is not limited to, an individual with power of attorney or a corporate agent authorized to enter into contracts on a corporation's behalf.

For each customer, an AES must be able to demonstrate that a customer has made a knowing selection of the AES by at least one of the following verification records:

- (1) An original signature from the customer account holder or legally authorized person.
- (2) Independent third party verification with an audio recording of the entire verification call.

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(3) An email address if signed up through the Internet.

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

An AES must allow the Staff of the Commission an opportunity to review and comment on its residential contract(s) and residential marketing material at least five business days before the AES intends to use these contract(s) and marketing material in the marketplace.

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

The Company shall provide residential customers with pending enrollments with an AES, a 14-day notice period (beginning with the day the Company receives the enrollment from the AES) in which the residential customers may cancel the enrollment before the switch is executed. If the residential customer challenges the enrollment and the switch transaction is cancelled, the affected AES(s) are notified. The enrolling AES cannot reverse the residential customers cancellation.

6. GENERAL PROVISIONS FOR ALTERNATIVE ELECTRIC SUPPLIERS

An AES must comply with any rules and requirements established by the Commission pertaining, but not limited to, general business practices, information disclosure and reporting, customer contract rescission, financial capability, collection and remission of applicable taxes, dispute resolution, customer confidentiality, customer authorization for switching suppliers, involuntary customer contract termination, and supply obligations. An AES must also agree to comply with any applicable provisions of the Company's tariffs, Supplier Terms and Conditions of Service, Terms and Conditions of Open Access Distribution Service, and the applicable Open Access Transmission Tariff.

No more than two AESs may provide competitive retail electric service to a customer during any given month.

Unless otherwise directed, a customer is not permitted to have partial competitive retail electric service. The AES(s) shall be responsible for providing the total energy consumed by the customer during any given month.

7. SUPPLIER LICENSING WITH THE COMMISSION

Suppliers desiring to become AESs must first be licensed by the Commission and shall be subject to the licensing criteria adopted by the Commission according to 2000 PA 141.

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8. AES REGISTRATION WITH THE COMPANY

AESs desiring to provide competitive retail electric service to customers located within the Company's Service Territory must also register with the Company. The AES shall submit a completed registration application, on the form provided by the Company. A copy of the registration application will be furnished upon request. The following information must also be provided in order to register with the Company:

1. Proof of licensure by the Commission, including any information provided to the Commission as part of the licensing process. The registration process may be initiated upon receipt by the Company of an application for licensure by the Commission. However, the Company will not complete the registration process until proof of licensure by the Commission has been provided.
2. A completed copy of the Company's AES Registration Application, along with a non-refundable \$100 registration fee payable to the Company.
3. After the first year, a \$100 annual registration fee payable to the Company.
4. An appropriate financial instrument to be held by the Company against AES defaults and a description of the AES's plan to procure sufficient electric energy and transmission services to meet the requirements of its firm service customers.
5. The name of the AES, business and mailing addresses, and the names, telephone numbers, and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
6. Details of the AES's dispute resolution process for customer complaints.
7. A signed statement by the officer(s) of the AES committing it to adhere to the Company's tariffs, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service, and any additional requirements stated in any agreement between the AES and the Company regarding services provided by either party.
8. Completed copies of the Company's EDI Trading Partner Set-up Form and Trading Partner Certification Checklist.
9. An Executed EDI Trading Partner Agreement and completion of EDI testing for applicable transaction sets necessary to commence service.

The Company will notify the AES of incomplete registration information within ten calendar days of receipt. The notice to the AES shall include a description of the missing or incomplete information.

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The Company shall approve or disapprove the AES's registration within 30 calendar days of receipt of complete registration information from the AES. The 30-day time period may be extended for up to 30 days for good cause shown or until such other time as is mutually agreed to by the AES and the Company.

All applicable agreements, including but not limited to, agreements between the AES and the Company regarding services provided by either party must be executed in order to complete the registration process.

Alternative dispute resolution shall be available to AESs and the Company to address disputes and differences between the parties.

9. AES CREDIT REQUIREMENTS

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine an AES's creditworthiness. These standards will take into consideration the scope of operations of each AES and the level of risk to the Company. This determination will be aided by appropriate data concerning the AES, including load data or reasonable estimates thereof, where applicable.

In considering an AES's creditworthiness, the Company will review whether the AES has, and maintains, stable, or better, investment grade senior unsecured (unenhanced) long-term debt ratings from any two of the following three rating agencies:

Agency	Senior Unsecured Long-Term Debt Ratings
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher

The AES also will provide the Company, for its creditworthiness determination, with its or its parent's independently-audited financial statements, or Form 10K (if applicable), for the last three fiscal years, and its or its parent's most recent quarterly unaudited financial statements or Form 10Q (if applicable).

For an AES without the requisite investment grade bond rating, or whose credit requirements exceed a level appropriate for its financial resources and bond rating, the AES must have an amount of positive tangible net worth acceptable to the Company and meet risk parameters derived from the Company's analysis of its financial statements. The Company, in its sole judgment, will determine the appropriate amount of unsecured credit to be extended to an AES as a result of this analysis. The AES may provide alternative security or credit enhancement, such as a guarantee of payment in a form acceptable to the Company, a letter of credit in a form and from a financial institution acceptable to the Company, or prepayment. The Company will use reasonable credit review procedures which may include, but are not limited to, review of

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the AES's financial statements, verification that the AES is not operating under state or federal bankruptcy laws, and has no pending lawsuits or regulatory proceedings or judgments outstanding which would have a material adverse effect on the AES and its ability to perform its obligations. Affiliates of the Company are subject to these same requirements and must provide proof of creditworthiness consistent with the code of conduct approved by the Commission.

10. TRANSMISSION SERVICE

Transmission service shall be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. The AES or the customer shall contract with the Transmission Provider for transmission service under the applicable Open Access Transmission Tariff. The Transmission Provider is the applicable regional transmission entity. PJM Interconnection LLC is currently the applicable regional transmission entity. Customers contracting with the Transmission Provider for transmission service and all AESs must complete all required actions relative to membership with the Transmission Provider and be authorized by the Transmission Provider to transact business with regard to transmission service. The contracting entity or its designee is responsible for scheduling under the applicable Open Access Transmission Tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services. The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff. Any remaining unpaid amounts and associated fees for transmission service are the responsibility of the customer.

Provisions for scheduling and imbalance are contained within the applicable Open Access Transmission Tariff.

11. LOSSES

The AES or the Transmission Provider shall provide, through appropriate arrangements, both transmission and distribution losses as required to serve customers at various delivery voltages. If an AES arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the AES must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.8% additional losses of amounts received by the Transmission Provider for delivery to the customer. Customers served at secondary distribution voltage require 5.4% additional losses of amounts received by the Transmission Provider for delivery to the customer.

12. CONSOLIDATED BILLING BY THE COMPANY

Upon request, the Company will offer Company-issued consolidated bills to customers receiving service from an AES upon execution of an appropriate agreement between the AES and the Company. Company-issued consolidated billing will include equal monthly billing as an option. The AES will be

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responsible for the Company's incremental cost of issuing consolidated bills. The AES must electronically provide all information in a bill-ready format.

At the Company's discretion, any customer receiving Company consolidated billing with an AES billing arrearage of more than 60 days may be switched back to the Company's Standard Service and will not be permitted to select a new AES until the arrearage is paid.

If the customer's AES defaults, the Company reserves the right to retain payments collected from the customer and to apply such payments to the Company's charges.

13. METERING AND LOAD PROFILING

All customers taking service under the Company's Terms and Conditions of Open Access Distribution Service with maximum monthly billing demands of 200 kW or greater for the most recent 12 months shall be interval metered. The customer, or the customer's AES, may request an interval meter for customers with maximum monthly billing demands less than 200 kW.

The cost of any interval metering facilities installed by the Company to comply with this requirement or as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the required facilities.

In addition, the customer shall pay a monthly net charge of \$0.18 to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering.

In addition, the customer shall pay for service performed on a Company-installed standard interval meter as follows:

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter installation	54.00
Perform manual meter reading	40.00
Check phone line and perform manual meter reading due to communication loss	45.00

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The customer, or the customer's AES, may select a meter from the Company's approved equipment list. The customer, or the customer's AES, may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The customer is responsible for providing the telephone line for purposes of reading the meter.

A customer that is required to have interval metering must approve a work order for interval meter installation before an AES may serve such customer. During the period between when the customer has requested an interval meter and the time that the Company is able to install such a meter, a Company load profile will be used for settlement purposes and consumption meter readings will be used for billing.

All load profiling shall be performed by the Company. Sample data and customer specific interval metering, when available, will be used in the development of the total load profile for which an AES is responsible for providing generation and possibly arranging transmission services.

Meters shall be provided and maintained by the Company. Such meters shall be and remain the property of the Company.

14. PAYMENTS

Partial payment from a customer shall be applied to the various portions of the customer's total bill in the following order: (a) prior Delivery, Standard Service Power Supply charges; (b) current Delivery, Standard Service Power Supply charges; (c) prior AES charges; (d) current AES charges; and (e) other prior and current non-regulated charges.

15. CONFIDENTIALITY OF INFORMATION

All confidential or proprietary information made available by one party to the other in connection with the registration of an AES with the Company and/or the subsequent provision and receipt of service under these Supplier Terms and Conditions of Service, including but not limited to load data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving or providing service under these Supplier Terms and Conditions of Service, and/or providing competitive retail electric service to customers in the Company's service territory. Other than disclosures to representatives of the Company or the AES for the purposes of enabling that party to fulfill its obligations under these Supplier Terms and Conditions of Service or for the AES to provide competitive retail electric service to customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

The AES shall keep all customer-specific information supplied by the Company confidential unless the AES has the customer's written authorization to do otherwise.

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16. COMPANY'S LIABILITY

In addition to the Company's liability as set forth in the Company's Terms and Conditions of Open Access Distribution Service, the following shall apply. The Company will use reasonable diligence in delivering a regular and uninterrupted supply of energy to the customer, but does not guarantee uninterrupted service. The Company shall not be liable for damages for interrupting service to any customer whenever, in the judgment of the Company, such interruption is necessary in order to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company, such interruptive action to be taken in accordance with predetermined plan and only in situations that threaten massive curtailments of service on the Company's system. The Company shall not be liable for damages in case such service should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, or orders or acts of civil authority. Further, the Company shall not be liable for damages in case such service should be interrupted due to causes or conditions beyond the Company's reasonable control. The Company shall not be liable for damages in case such service to the customer should be interrupted by failure of the customer's AES to provide appropriate energy to the Company for delivery to the customer. The Company shall not be liable for any damages, financial or otherwise, to AESs resulting from an interruption of service.

17. ALTERNATIVE ELECTRIC SUPPLIER'S LIABILITY

In the event of loss or injury to the Company's property through misuse by, or negligence of, the AES or the AES's agents and employees, the AES shall be obligated and shall pay to the Company the full cost of repairing or replacing such property.

Unless authorized by the Company to do so, an AES and its agents and employees shall not tamper with, interfere with, or break the seals of meters or other equipment of the Company installed on the customer's premises, and, under any circumstances, the AES assumes all liability for the consequences thereof. The AES agrees that no one, except agents and employees of the Company, shall be allowed to make any internal or external adjustments to any meter or other piece of apparatus that belongs to the Company.

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