UPPER MICHIGAN ENERGY RESOURCES CORPORATION

RATE BOOK
FOR
ELECTRIC SERVICE

These Standard Rules and Regulations and Rate Schedules contained herein have been adopted by the Company to govern its relations with customers and have been approved by the Michigan Public Service Commission as an integral part of its Rate Book for Electric Service.

Copies of the Company's Rate Book for Electric Service are available on Upper Michigan Energy Resources Corporation's website at the following website address, ***www.uppermichiganenergy.com/rates/rates.htm*** or at the Michigan Public Service Commission's website at the following website address, ***http://www.michigan.gov/mpsc/0,1607,7-159-16377_52818_53477-214344--,00.html***
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Territory

This Rate Book for Electric Service applies to the entire territory served with Electricity by the Corporation. The territory served is comprised of the following rate areas:

WEPCo Rate Zone: The service area in southeastern Wisconsin, formerly served by the Wisconsin Electric Power Company, and more fully described in this Volume 1

WPSC Rate Zone: The service area in central Wisconsin, formerly served by the Wisconsin Public Service Corporation, and more fully described in this Volume 1.

THIS RATE BOOK SUPERSEDES AND CANCELS RATE BOOKS
M.P.S.C. No. 3 – Electric – Wisconsin Electric Power Company
M.P.S.C. No. 5 – Electric – Wisconsin Public Service Corporation

Michigan Public Service Commission
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http://dmbinternet.state.mi.us/DMB/DTMBORR/AdminCode.aspx?AdminCode=Department&Dpt=LR&Level_1=Public+Service+Commission

B1.	Technical Standards for Electric Service (R 460.3101 - R 460.3804) (For All Customers) ***http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1923_2019-030LR_AdminCode.pdf***	B-1.00
B2.	Consumer Standards and Billing Practices for Electric and Natural Gas Service (R 460.101 - R 460.169) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1365_2014-038LR_AdminCode.pdf	B-2.00
B3.	Uncollectibles Allowance Recovery Fund (R 460.2601 - R 460.2625) (Residential Customers) http://w3.lara.state.mi.us/orrsearch/108_09_AdminCode.pdf (RESCINDED Nov. 12, 2013)	B-5.00
B4.	Billing Practices Applicable to Non-Residential Electric and Gas Customers (R 460.1601 - 460.1640) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1364_2014-037LR_AdminCode.pdf (RESCINDED)	B-5.00
B5.	Underground Electric Lines (R 460.511 - R 460.519) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/824_10790_AdminCode.pdf	B-5.00
B6.	Electrical Supply and Communication Lines and Associated Equipment (R 460.811 - R 460.814) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1683_2017-007LR_AdminCode.pdf	B-5.00
B7.	Rules and Regulations Governing Animal Contact Current Mitigation (Stray Voltage)(R 460.2701 - R 460.2707) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/838_10804_AdminCode.pdf	B-5.00
B8.	Electric Interconnection and Net Metering Standards (R 460.601a - R 460.656) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/825_10791_AdminCode.pdf	B-6.00
B9.	Service Quality and Reliability Standards for Electric Distribution Systems (R 460.701 - R 460.752) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/826_10792_AdminCode.pdf	B-6.00
B10.	Practice and Procedure Before the Commission (R 460.17101 - R 460.17701) http://w3.lara.state.mi.us/GSA_Indexed/ORR/108_15_AdminCode.pdf	B-7.00
B11.	Filing Procedures for Electric, Wastewater, Steam and Gas Utilities (R 460.2011 - R 460.2031) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/832_10798_AdminCode.pdf	B-7.00
B12.	Residential Conservation Program Standards (R 460.2401 - R 460.2414) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/835_10801_AdminCode.pdf (RESCINDED)	B-7.00
B13.	Preservation of Records of Electric, Gas and Water Utilities (R 460.2501 - R 460.2582) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1679_2017-003LR_AdminCode.pdf	B-7.00
B14.	Uniform System of Accounts for Major and Non major Electric Utilities (R 460.9001-R 460.9019) http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/840_10806_AdminCode.pdf	B-7.00
B15.	Rate Case Filing Requirements for Major Electric Utilities http://www.michigan.gov/documents/mpsc/U-4771_05-10-1976_586636_7.PDF	B-7.00

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Third Revised Sheet No. D-6.00	***September 1, 2020***
First Revised Sheet No. D-7.00	April 23, 2018
Third Revised Sheet No. D-7.01	July 1, 2020
Third Revised Sheet No. D-9.00	July 1, 2018
Third Revised Sheet No. D-8.00	July 1, 2018
Original Sheet No. D-8.01	June 1, 2018
Original Sheet No. D-10.00	January 1, 2017
Original Sheet No. D-11.00	January 1, 2017
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Third Revised Sheet No. D-13.00	July 1, 2018
Original Sheet No. D-14.00	January 1, 2017
Third Revised Sheet No. D-15.00	July 1, 2018
Original Sheet No. D-16.00	January 1, 2017
Third Revised Sheet No. D-17.00	July 1, 2018
Original Sheet No. D-18.00	January 1, 2017
Original Sheet No. D-19.00	January 1, 2017
Original Sheet No. D-20.00	January 1, 2017
Third Revised Sheet No. D-21.00	July 1, 2018
Original Sheet No. D-22.00	January 1, 2017
Third Revised Sheet No. D-23.00	July 1, 2018
First Revised Sheet No. D-24.00	June 1, 2018
Original Sheet No. D-25.00	January 1, 2017
Original Sheet No. D-26.00	January 1, 2017
Third Revised Sheet No. D-27.00	July 1, 2018
Original Sheet No. D-28.00	January 1, 2017
Second Revised Sheet No. D-29.00	July 1, 2018
First Revised Sheet No. D-30.00	January 1, 2018
Original Sheet No. D-31.00	January 1, 2017
Original Sheet No. D-32.00	January 1, 2017
Second Revised Sheet No. D-33.00	July 1, 2018
First Revised Sheet No. D-34.00	June 1, 2018
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Third Revised Sheet No. D-36.00	July 1, 2018
First Revised Sheet No. D-37.00	June 1, 2018
Original Sheet No. D-38.00	January 1, 2017
Original Sheet No. D-39.00	January 1, 2017
Third Revised Sheet No. D-40.00	July 1, 2018
Original Sheet No. D-41.00	January 1, 2017
Original Sheet No. D-42.00	January 1, 2017
Original Sheet No. D-43.00	January 1, 2017
Third Revised Sheet No. D-44.00	July 1, 2018
Second Revised Sheet No. D-45.00	August 28, 2018
Original Sheet No. D-45.01	August 28, 2018
Third Revised Sheet No. D-46.00	July 1, 2018

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Michigan Public Service Commission
August 10, 2020
Filed by: DW

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First Revised Sheet No. D-49.00	August 28, 2018
Third Revised Sheet No. D-50.00	August 28, 2018
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Original Sheet No. D-51.02	August 28, 2018
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Michigan Public Service Commission
July 28, 2020
Filed by: DW

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Second Revised Sheet No. D-136.00	***August 25, 2020***
Original Sheet No. D-136.01	April 26, 2018
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Third Revised Sheet No. D-143.00	January 1, 2019
Fourth Revised Sheet No. D-144.00	June 1, 2020
Original Sheet No. D-144.01	January 1, 2019
Fourth Revised Sheet No. D-145.00	June 1, 2020
Second Revised Sheet No. D-146.00	January 1, 2019
Second Revised Sheet No. D-147.00	January 1, 2019

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Michigan Public Service Commission
July 28, 2020
Filed by: DW

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First Revised Sheet No. D-148.00	October 31, 2017
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Original Sheet No. D-151.00	January 1, 2017
Original Sheet No. D-152.00	January 1, 2017
Original Sheet No. D-153.00	January 1, 2017
Original Sheet No. D-154.00	January 1, 2017
Original Sheet No. D-155.00	January 1, 2017
Fourth Revised Sheet No. D-156.00	***September 1, 2020***
Second Revised Sheet No. D-157.00	April 24, 2020
Third Revised Sheet No. D-158.00	July 1, 2020
Original Sheet No. E-1.00	January 1, 2017
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Original Sheet No. E-11.00	January 1, 2017
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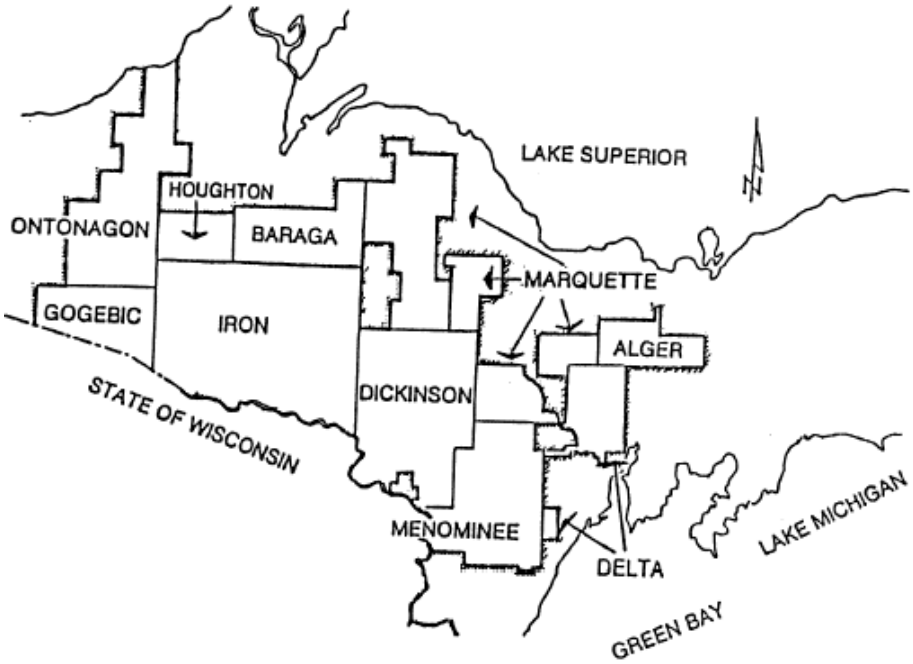
Original Sheet No. E-13.00	January 1, 2017
Original Sheet No. E-14.00	January 1, 2017
Original Sheet No. F-1.00	January 1, 2017

Michigan Public Service Commission
August 10, 2020
Filed by: DW

TERRITORY SERVED – WEPCO AND WPSC RATE ZONES

WEPCo Rate Zone



WPSC Rate Zone

(Continued on Sheet No. A-16.00)

Michigan Public Service Commission
January 3, 2017
Filed

TERRITORY SERVED – WEPCO AND WPSC RATE ZONES
(Continued From Sheet No. A-*15*.00)

WEPCO RATE ZONE

County	Incorporated Cities & Villages	Townships	
Alger		Limestone	Rock River
		Mathias	
Baraga		Covington	Spurr
Delta		Baldwin	Cornell
		Bark River	Escanaba
		Brampton	Maple Ridge
Dickinson	Iron Mountain	Breen	Sagola
	Kingsford	Breitung	Waucedah
	Norway	Felch	West Branch
		Norway	
Goegebic		Marensico	Watersmeet
Houghton		Duncan	
Iron	Alpha	Bates	Mansfield
	Crystal Falls	Crystal Falls	Mastodon
	Mineral Hills	Hematite	Stambaugh
	Stambaugh	Iron River	
Marquette		Champion	Richmond
		Ely	Tilden
		Humboldt	Turin
		Michigamme	
Menominee	Carney	Faithorn	Meyer
	Powers	Gourley	Nadeau
		Harris	Spalding
		Holmes	
Ontonagon		Bohemia	Interior
		Greenland	McMillan
		Haight	Stannard

This service territory includes the Tilden Mining Company L.C. open pit iron ore mine and related ore processing facilities in Tilden Township, Marquette County, Michigan and the Empire Iron Mining Partnership open pit iron ore mine and related ore processing facilities in Richmond Township, Marquette County, Michigan.

Michigan Public Service Commission
April 16, 2019
Filed DBR

TERRITORY SERVED – WEPCO AND WPSC RATE ZONES
(Continued From Sheet No. A-16.00)

WPSC RATE ZONE

Menominee County, Michigan, the City of Menominee; the entire townships of Daggett, Ingallston, Mellen, Menominee and Stephenson; and portions of Holmes, Lake, and Nadeau Townships.

Wholesale service is rendered to the villages of Stephenson, Daggett, and the Alger-Delta Electric Association of Gladstone.

County	Cities	Villages and Unicorporated Communities			Townships	
Menominee	Menominee	Birch Creek	Ingalls	Talbot	Daggett	Mellen
		Carbondale	Hansen	Wallace	Holmes	Menominee
					Ingallston	Nadeau
					Lake	Stephenson

Villages	Retail Service to:
Daggett*	Daggett Electric Department
Stephenson**	Stephenson Utilities Department

* Full electric requirements furnished to municipal distribution system.
** Full electric requirements furnished to municipal distribution system. Several customers within village served directly.

Others
Resale service to Alger Delta Electric Association for a specified portion of their service territory.

Michigan Public Service Commission
April 16, 2019
Filed DBR

TECHNICAL TERMS AND ABBREVIATIONS (FOR ALL CUSTOMERS)

I. The definitions of the following technical terms and abbreviations are applicable to the Company's Electric Rate Book and are not contained in the other Sections thereof:

A. For All Utilities

(1) "Commission" means the Michigan public service commission.
(2) "Effective Date" means the date when the tariff sheet must be followed.
(3) "Issue Date" means the date the Company files a tariff sheet with the Commission.
(4) "Rate Book" means the complete set of Company filings submitted in accordance with the "Filing Procedures for Electric, Wastewater, Steam and Gas Utilities".
(5) "Rate Schedule" or "Rider" means the rate or charge for a particular classification of service, including all special terms and conditions under which that service is furnished at the prescribed rate or charge.
(6) "Rate Sheet" or "Tariff Sheet" means any of the documents filed in accordance with "Filing Procedures for Electric, Wastewater, Steam and Gas Utilities".
(7) "Rules and Regulations" means the rules, regulations, practices, classifications, exceptions, and conditions that the Company must observe when providing service.
(8) "Standard Customer Form" means a contract or other agreement that create or alter a customer's rights or responsibilities in dealings with the Company. Standard customer forms require a customer signature or are specifically referenced within the Rate Book for execution between the Company and customers.

B. Company

Advance – For the purposes of deposits and contributions, "in advance" means in advance of commencement of construction; however, under no circumstances will the meter(s) be set or the system energized until the required deposit or contribution has been made.

Ampere: Rate of flow of electricity.

Company – Upper Michigan Energy Resources Corporation.

Energy ***Waste Reduction*** Surcharge: A delivery/distribution surcharge to allow recovery of the energy ***waste reduction*** alternative compliance payment made by the Company in compliance with Section 91(1) of 2008 PA 295. An annual energy ***waste reduction*** cost reconciliation shall be conducted. The approved Energy ***Waste Reduction*** Surcharges are shown on Sheet No. D-5.01.

Full Requirements Service: The provision of retail regulated electric service including generation, transmission, distribution and ancillary services all provided by the Company.

Hertz (Hz): The international unit of frequency equal to one cycle per second.

60 Hertz Service: Shortened form of described "60-cycle" (per second) alternating current service" in these rate schedules.

Horsepower (hp) - Unit of mechanical power equivalent to 746 watts of electrical power.

Kilowatt (kW): One thousand watts. Unit of electric power representing rate of consumption.

(Continued on Sheet No. A-18.00)

TECHNICAL TERMS AND ABBREVIATIONS (FOR ALL CUSTOMERS)
(Continued From Sheet No. A-12.00)

B. Company (Contd)

Kilovoltampere (kVA): Product of volts and amperes, divided by one thousand.

Kilowatthours (kWh): Consumption of energy equivalent to the use of one kilowatt for one hour.

Maximum Demand or Demand: Measured in kilowatts, is the highest power required as metered by a demand recorder.

Minimum Charge: The charge for the billing period when there is no kWh consumption in that billing period.

Month: The term "month" shall refer to the period between two successive, scheduled meter readings.

Power Factor: The ratio of watts to the product of volts and amperes.

Power Supply Cost Recovery Factor: That element of the rates to be charged for electric service to reflect Power Supply Costs incurred and made pursuant to a Power Supply Cost Recovery Clause incorporated in the rates or Rate Schedules.

Power Supply Cost Recovery Plan: A filing made annually describing the expected sources of electric power supply and changes over a future 12 month period specified by the Commission and requesting for each of those 12 months a specific Power Supply Cost Recovery Factor.

Power Supply Costs: Those elements of the costs of fuel and purchased and net interchanged power as determined by the Commission to be included in the calculation of the Power Supply Cost Recovery Factor.

Renewable Energy Surcharge: A power supply surcharge to allow recovery of the incremental cost of compliance with the renewable energy standards included in 2008 PA 295. An annual renewable cost reconciliation shall be conducted pursuant to Section 49 of 2008 PA 295. The approved Renewable Energy Surcharges are shown on Sheet No. D-5.03.

Rate Realignment Adjustment: Adjustments in the form of a surcharge or credit applicable to all Power Supply kilowatt hours to realign rates to cost of service as required by 2008 PA 286.

Retail Access Service: Service offered by the Company under applicable laws, regulations, tariffs and agreements, which allows the customer to purchase generation service and transmission service from a licensed AES (Alternative Electric Supplier), with power delivered through the Company's distribution system.

Volt: Unit of electric force or pressure.

SECTION B- WEPCO AND WPSC RATE ZONES
ADMINISTRATIVE RULES INDEX

B1. Technical Standards for Electric Service (R 460.3101 - ***R 460.3804***) (For All Customers)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1923_2019-030LR_AdminCode.pdf

PART 1. GENERAL PROVISIONS

R 460.3101 ***Applicability; purpose; modification; adoption of rules and regulations by utility***
R 460.3102 Definitions

PART 2. RECORDS AND REPORTS

R 460.3201 Records; location; examination
R 460.3202 Records; preservation
R 460.3203 Documents and information; required submission
R 460.3204 Customer records; retention period; content
R 460.3205 Security reporting

PART 3. METER REQUIREMENTS

R 460.3301 Metered measurement of electricity required; exceptions
R 460.3303 Meter reading data
R 460.3304 Meter data collection system
R 460.3305 Meter multiplier
R 460.3308 Standards of Good Practice; adoption by reference
R 460.3309 Metering inaccuracies; billing adjustments

PART 4. CUSTOMER RELATIONS

R 460.3408 Temporary service; cost of installing and removing equipment owned by utility
R 460.3409 Protection of utility-owned equipment on customer's premises
R 460.3410 Extension of facilities plan
R 460.3411 Extension of electric service in areas served by 2 or more utilities

PART 5. ENGINEERING

R 460.3501 Electric plant; construction, installation, maintenance, and operation pursuant to good engineering practice required
R 460.3502 Standards of good practice; adoption by reference
R 460.3503 Utility plant capacity
R 460.3504 Electric plant inspection program
R 460.3505 Utility line clearance program

PART 6. METERING EQUIPMENT INSPECTIONS AND TESTS

R 460.3601 Customer-requested meter tests
R 460.3602 Meter and associated device inspections and tests; certification of accuracy
R 460.3603 Meters with transformers; post-installation inspection; exception
R 460.3604 Meters and associated devices; removal tests
R 460.3605 Metering electrical quantities

(Continued on Sheet No. B-2.00)

SECTION B- WEPCO AND WPSC RATE ZONES
(Continued From Sheet No. B-1.00)

B1. Technical Standards for Electric Service (R 460.3101 - R 460.3804) (For All Customers) (Cont.)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1923_2019-030LR_AdminCode.pdf

PART 6. METERING EQUIPMENT INSPECTIONS AND TESTS (Cont.)

R 460.3606 Non-direct reading meters and meters operating from instrument transformers; marking of multiplier on instruments; marking of charts and magnetic tapes; marking of register ratio on meter registers; watthour constants
R 460.3607 Watthour meter requirements
R 460.3608 Demand meters, registers, and attachments; requirements
R 460.3609 Instrument transformers used in conjunction with metering equipment; requirements; phase shifting transformers; secondary voltage
R 460.3610 Portable indicating voltmeters; accuracy
R 460.3611 Meter testing equipment; availability; provision and use of primary standards
R 460.3612 Test standards; accuracy
R 460.3613 Meter equipment testing requirements
R 460.3614 Standards check by the commission
R 460.3615 Metering equipment records
R 460.3616 Average meter error; determination
R 460.3617 Reports to be filed with the commission
R 460.3618 Generating and interchange station meter tests; schedule; accuracy limits

PART 7. STANDARDS OF QUALITY OF SERVICES

R 460.3701 Alternating current systems; standard frequency
R 460.3702 Standard nominal service voltage; limits; exceptions
R 460.3703 Voltage measurements and records
R 460.3704 Voltage measurements; required equipment; periodic checks; certificate or calibration card for standards
R 460.3705 Interruptions of service; records; planned interruption; notice to commission

PART 8. SAFETY

R 460.3801 Protective measures
R 460.3802 Safety program
R 460.3803 Energizing service
R 460.3804 Accidents; notice to commission

B2. Consumer Standards and Billing Practices for Electric and Natural Gas Service (R 460.101 - R 460.169)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1365_2014-038LR_AdminCode.pdf

PART 1. GENERAL PROVISIONS

R 460.101 Applicability; purpose
R 460.101a Scope of Rules
R 460.102 Definitions; A to F
R 460.102a Definitions; G to P
R 460.102b Definitions; Q to Z
R 460.103 Discrimination prohibited
R 460.104 Conduct of proceedings
R 460.105 Additional rules

(Continued on Sheet No. B-3.00)

SECTION B- WEPCO AND WPSC RATE ZONES
(Continued From Sheet No. B-2.00)

B2. Consumer Standards and Billing Practices for Electric and ***Natural*** Gas Service (R 460.101 - R 460.169) (Contd)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1365_2014-038LR_AdminCode.pdf

PART 2. APPLICATION FOR SERVICE

R 460.106 Service requests
R 460.107 ***Residential service account requirements***

PART 3. DEPOSITS AND GUARANTEE TERMS AND CONDITIONS

R 460.108 Prohibited practices
R 460.109 Deposit for ***residential*** customer
R 460.110 ***Rescinded***
R 460.111 General deposit conditions ***for residential customers***
R 460.111a ***General deposit conditions for nonresidential customers***
R 460.112 Guarantee terms and conditions ***for residential customers***

PART 4. METER READING PROCEDURES, METER ACCURACY, METER ERRORS AND RELOCATION

R 460.113 Actual and estimated meter reading
R 460.114 ***Customer meter reading***
R 460.115 ***Meter accuracy and errors***
R 460.116 Meter relocation

PART 5. BILLING AND PAYMENT STANDARDS

R 460.117 ***Bill information***
R 460.118 ***Electronic billing requirements***
R 460.119 ***Separate bill; consolidation and balance transfers for residential and small nonresidential customers***
R 460.120 ***Billing frequency; method of delivery***
R 460.121 ***Equal Monthly billing***
R 460.122 ***Cycle billing***
R 460.123 ***Payment of bill***
R 460.124 ***Payment period***
R 460.125 ***Late payment charges***
R 460.126 ***Billing for unregulated non-energy services***
R 460.126a ***Billing error***
R 460.126b ***Responsibility for unauthorized use of utility service***

PART 6. VOLUNTARY TERMINATION OF SERVICE

R 460.127 Voluntary termination

PART 7. ***ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS FOR RESDIDENTIAL CUSTOMERS***

R 460.128 ***Listing of energy assistance programs for residential customers***
R 460.129 ***Notice of energy assistance programs for residential customers***
R 460.130 ***Medical emergency***
R 460.130a ***Critical care customer shut off protection***

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SECTION B- WEPCO AND WPSC RATE ZONES
(Continued From Sheet No. B-3.00)

B2. Consumer Standards and Billing Practices for Electric and ***Natural*** Gas Service (R 460.101 - R 460.169) (Contd)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1365_2014-038LR_AdminCode.pdf

PART 7. ***ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS FOR RESIDENTIAL CUSTOMERS*** (Cont.)

R 460.131 ***Winter protection plan for eligible low-income customers***
R 460.132 ***Winter protection plan for eligible senior citizen customers***
R 460.133 ***Eligible military customer***
R 460.134 ***Extreme weather condition policy***
R 460.135 ***Rescinded***

PART 8. PROCEDURES FOR SHUTOFF AND RESTORATION OF SERVICE

R 460.136 Emergency shutoff
R 460.137 Shutoff ***or denial of service permitted***
R 460.138 ***Shutoff prohibited***
R 460.139 ***Notice of shutoff***
R 460.140 ***Form of Notice***
R 460.141 ***Time*** of shutoff
R 460.142 Manner of shutoff
R 460.143 ***Manner of shutoff for service provided with remote shutoff and restoration capability***
R 460.144 Restoration of service

PART 9. ***CUSTOMER RELATIONS AND UTILITY PROCEDURES***

R 460.145 ***Applicability***
R 460.146 ***Payment plan procedures for residential and small nonresidential customers***
R 460.147 ***Personnel procedures***
R 460.148 ***Publication of prodedures for residential and small nonresidential customers***
R 460.149 ***Access to rules and rates***
R 460.150 ***Complaint procedures***
R 460.151 ***Reporting requirements***
R 460.152 ***Inspection***
R 460.153 ***Customer access to consumption data and confidentiality***

PART 10. ***DISPUTES, HEARINGS AND SETTLEMENTS***

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R 460.155 ***Customer hearing and hearing officers for residential and small nonresidential customers***
R 460.156 ***Notice of hearing***
R 460.157 ***Customer hearing procedures***
R 460.158 ***Settlement agreement procedures for residential and small nonresidential customers***
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PART 11. ***APPEAL PROCEDURES***

R 460.160 ***Customer hearing*** appeal
R 460.161 ***Filing procedures***
R 460.162 ***Customer hearing appeal procedures***

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SECTION B- WEPCO AND WPSC RATE ZONES
(Continued From Sheet No. B-4.00)

B2. Consumer Standards and Billing Practices for Electric and ***Natural*** Gas Service (R 460.101 - R 460.169) (Contd)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1365_2014-038LR_AdminCode.pdf

PART 11. ***APPEAL PROCEDURES*** (Cont.)

R 460.163 ***Interim determination***
R 460.164 ***Appeal review***
R 460.165 ***Customer hearing appeal decision***
R 460.166 ***Failure to comply with customer hearing appeal decision***
R 460.167 ***Same dispute***
R 460.168 ***Formal appeal***
R 460.169 ***Other remedies***

B3. Uncollectibles Allowance Recovery Fund (R 460.2601 - R 460.2625) (Residential Customers)
https://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/108_09_AdminCode.pdf (RESCINDED Nov. 12, 2013)

B4. Billing Practices Applicable to Non-Residential Electric and Gas Customers (R 460.1601 - R 460.1640)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1364_2014-037LR_AdminCode.pdf (RESCINDED)

B5. Underground Electric Lines (R 460.511 - R 460.519)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/824_10790_AdminCode.pdf

R 460.511 Payment of difference in costs
R 460.512 Extensions of residential distribution and service lines in the lower peninsula mainland
R 460.513 Extensions of commercial and industrial lines in lower peninsula mainland
R 460.514 Costs in case of special conditions
R 460.515 Extensions of lines in other areas of state
R 460.516 Replacement of existing overhead lines
R 460.517 Underground facilities for convenience of utilities or where required by ordinances
R 460.518 Exceptions
R 460.519 Effective dates

B6. Electrical Supply and Communication Lines and Associated Equipment (R 460.811 - ***R 460.814***)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1683_2017-007LR_AdminCode.pdf

R 460.811 Definitions
R 460.812 Purpose
R 460.813 Standards of good practice; adoption by reference
R 460.814 Exemption from rules; application to Commission; public hearing

B7. Rules and Regulations Governing Animal Contact Current Mitigation (Stray Voltage) (R 460.2701 - R 460.2707)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/838_10804_AdminCode.pdf

R 460.2701 Definitions
R 460.2702 Measuring animal contact voltage
R 460.2703 Action required to mitigate animal contact current
R 460.2704 Request for investigation
R 460.2705 Appointment of experts
R 460.2706 Request for a contested case hearing
R 460.2707 Protocol to evaluate utility contribution to animal contact current

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SECTION B- WEPCO AND WPSC RATE ZONES
(Continued From Sheet No. B-5.00)

B8. Electric Interconnection and Net Metering Standards (R 460.601***a*** - R 460.656)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/825_10791_AdminCode.pdf

R 460.601	Definitions
R 460.602	Adoption of standards by reference
R 460.604	Prohibited practices
R 460.606	Designated points of contact
R 460.608	Alternative dispute resolution
R 460.610	Appointment of experts
R 460.612	Waivers
R 460.615	Electric utility interconnection procedures
R 460.618	Interconnection fees
R 460.620	Application and interconnection process
R 460.622	Modifications to project
R 460.624	Insurance
R 460.626	Disconnection
R 460.628	Easements and rights-of-way
R 460.640	Application process
R 460.642	Net metering application and fees
R 460.644	Net metering program size
R 460.646	Generation and net metering equipment
R 460.648	Meters
R 460.650	Billing and credit for true net metering customers
R 460.652	Billing and credit for modified net metering customers
R 460.654	Renewable energy credits
R 460.656	Penalties

B9. Service Quality and Reliability Standards for Electric Distribution Systems (R 460.701 - R 460.752)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/826_10792_AdminCode.pdf

PART 1. GENERAL PROVISION

R 460.701	Application of Rules
R 460.702	Definitions
R 460.703	Revisions of tariff provisions

PART 2. UNACCEPTABLE LEVELS OF PERFORMANCE

R 460.721	Duty to plan to avoid unacceptable levels of performance
R 460.722	Unacceptable levels of performance during service interruptions
R 460.723	Wire down relief request
R 460.724	Unacceptable service quality levels of performance

PART 3. RECORDS AND REPORTS

R 460.731	Deadline for filing annual reports
R 460.732	Annual report contents
R 460.733	Availability of records
R 460.734	Retention of records

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SECTION B- WEPCO AND WPSC RATE ZONES
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B9. Service Quality and Reliability Standards for Electric Distribution Systems (R 460.701 - R 460.752) (cont.)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/826_10792_AdminCode.pdf

PART 4. FINANCIAL INCENTIVES AND PENALTIES

R 460.741 Approval of incentives by the Commission
R 460.742 Criteria for receipt of an incentive
R 460.743 Disqualification
R 460.744 Penalty for failure to restore service after an interruption due to catastrophic conditions
R 460.745 Penalty for failure to restore service during normal conditions
R 460.746 Penalty for repetitive interruptions of the same circuit
R 460.747 Multiple billing credits allowed
R 460.748 Effect in other proceedings

PART 5. WAIVERS AND EXCEPTIONS

R 460.751 Waivers and exceptions by electric utilities
R 460.752 Proceedings for waivers and exceptions

B10. Practice and Procedure Before the Commission (R 460.17101 - R 460.17701)
http://w3.lara.state.mi.us/GSA_Indexed/ORR/108_15_AdminCode.pdf

B11. Filing Procedures for Electric, Wastewater, Steam and Gas Utilities (R 460.2011 - R 460.2031)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/832_10798_AdminCode.pdf

B12. Residential Conservation Program Standards (R 460.2401 - R 460.2414)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/835_10801_AdminCode.pdf ***(RESCINDED)***

B13. Preservation of Records of Electric, Gas and Water Utilities (R 460.2501 - R 460.2582)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1679_2017-003LR_AdminCode.pdf

B14. Uniform System of Accounts for Major and Nonmajor Electric Utilities (R 460.9001- R 460.9019)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/840_10806_AdminCode.pdf

B15. Rate Case Filing Requirements for Major Electric Utilities
http://www.michigan.gov/documents/mpsc/U-4771_05-10-1976_586636_7.PDF

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SECTION B- WEPCO AND WPSC RATE ZONES
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Reserved for future use.

(Continued on Sheet No. B-9.00)

SECTION B- WEPCO AND WPSC RATE ZONES
(Continued From Sheet No. B-8.00)

Reserved for future use.

SECTION C – WEPCO RATE ZONE
COMPANY RULES AND REGULATIONS

INTENT OF SECTION C

These Company Rules and Regulations for all customers are not to supersede but are in addition to Rule B1., Services Supplied by Electric Utilities; Rule B2., Consumer Standards and Billing Practices for Electric and ***Natural*** Gas Service; Rule B5., Underground Electric Lines; Rule B6., Electrical Supply and Communication Lines and Associated Equipment; Rule B7., Rules and Regulations Governing Animal Contact Current Mitigation (Stray Voltage); Rule B8, Electric Interconnection Standards; and Rule B9., Service Quality and Reliability Standards for Electric Distribution Systems.

C1. INTRODUCTION

A. These rules and regulations set forth the terms and conditions under which electric service will be provided by the Company. They shall apply to all classes of service and shall govern the terms of all contracts for such service except that the Company reserves the right to enter into special contracts subject to the general regulations of the Michigan Public Service Commission. Failure of the Company to enforce any of the terms of these rules and regulations shall not be deemed as a waiver of the right to do so.

B. Any promises or agreements made by agents or employees of the Company which are not in conformance with these rules and regulations, nor with the terms of special contracts executed by authorized representatives of the Company shall not have binding effect on the Company.

C. No ownership rights in any facilities provided by the Company shall pass to any person as a result of any contribution or deposit made under these rules. No deposits or contributions made by customers shall be refundable unless expressly so provided in these rules.

D. Copies of the Company's Rules and Regulations and Rate Schedules for electric service, as filed with the Michigan Public Service Commission, are open to public inspection at the Company's offices and are available upon request. Copies of the Company's Rate Book for Electric Service are available on Upper Michigan Energy Resources Corporation's website at the following website address, ***www.uppermichiganenergy.com/rates/rates.htm***

C2. TERMS AND CONDITIONS OF SERVICE

C2.1. Membership and Electric Service

Each applicant for electric service may be required to sign the Company's "Application for Membership and for Electric Service." Acceptance of service, with or without a signed application, shall be subject to compliance with the terms of the Standard Rules and Regulations and Rate Schedules as filed with the commission.

C2.2. Company-Owned Facilities

A. The Company will normally install, own , operate and maintain all distribution facilities on the supply side of the point of attachment as shown on the Company's standard drawings, including metering equipment. All service entrance conductor wiring from a point of connection to the Company's service line at a location satisfactory to the Company shall be the responsibility of the customer. If building modifications hinder access to metering facilities, create a hazardous condition, or cause a violation of code, the customer will be responsible for all costs incurred by the Company to correct these conditions.

(Continued on Sheet No. C-2.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-1.00)

C2.2. Company-Owned Facilities (Cont.)

B. Access to Premises – The customer shall provide at no expense to the Company suitable space with provisions for installation and maintenance of the Company's facilities on the customer's premises. Authorized agents of the Company shall have access to the premises at all reasonable times for construction, operation, maintenance, removal or inspection of the Company's facilities, or to inspect the customer's facilities or measure the customer's load. Authorized employees and agents shall carry identification furnished by the Company and shall display it upon request. Failure to provide access for any of the above reasons may result in termination of service.

C. Use of Facilities – The Company will not allow use of its poles or other facilities by others for installations or attachments of any kind without written authorization from the Company. This includes, but is not limited to, electrical or communication equipment, lights, signs and fences. The Company assumes no liability for property owned by others attached to its facilities. Unauthorized attachments to Company facilities may be removed by the Company.

D. Protection – The customer shall use reasonable diligence to protect the Company's facilities located on the customer's premises, and to prevent tampering or interference with such facilities. The Company may discontinue service in accordance with any applicable rules of the Michigan Public Service Commission, in case the meter or wiring on the customer's premises has been tampered with or altered in any manner to allow unmetered or improperly metered energy to be used. In case of such unauthorized use of service, the Company will continue service only after the customer has agreed to pay for the unmetered energy used, cost of discovery, and make provisions and pay charges for an outdoor meter installation or other metering changes as may be required by the Company. Failure to enter into such an agreement or failure to comply with the terms of such an agreement shall be cause to discontinue service in accordance with any applicable rules of the Company or commission. Restoration of service will be made upon receipt of reasonable assurance of the customer's compliance with the Company's approved Standard Rules and Regulations.

C2.3. Customer-Owned Facilities

A. The Company reserves the right to deny or terminate service to any customer whose wiring or equipment shall constitute a hazard to the Company's equipment or its service to others. However, it disclaims any responsibility to inspect the customer's wiring, equipment or any subsequent wiring changes or modifications and shall not be held liable for any injury or damage or billing errors resulting from the condition thereof.

B. The customer shall be responsible for inadequate performance of such facilities. Before purchasing equipment or installing wiring, it shall be the customer's responsibility to check with the Company as to the characteristics of the service available. Any changes required to bring customer's service into compliance with code will be paid for by customer. The Company reserves the right to make reasonable service charges for work performed by Company personnel resulting from malfunction of the customer's facilities.

(Continued on Sheet No. C-3.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-2.00)

C2.3. Customer-Owned Facilities (Cont.)

C. The customer shall be responsible for notifying the Company of any additions to or changes in the customer's equipment which might exceed the capacity of the Company's facilities, or otherwise affect the quality of service. The customer shall also be responsible for the installation of auxiliary or standby equipment and of alarms and protective devices as required to provide reasonable protection in the event of disturbance or interruption of electrical service. The customer shall install and maintain the necessary devices to protect his or her other equipment against service interruptions and other disturbances on the Company's system, as well as the necessary devices to protect the Company's facilities against overload caused by the customer's equipment. Characteristics and installation of all such equipment or devices shall meet the approval of the Company.

C2.4. Customer-Owned Generating Systems

A. Interconnection of a generating facility with the Company's system shall not be permitted until application has been made to and approval received from the Company. The Company may withhold approval only for good reason such as failure to comply with applicable Company rules or governmental laws. The Company shall require a contract specifying reasonable technical connection and operating aspects for the parallel generating facility.

B. The Company may require that for each generating facility there be provided between the generator (or generators) and the Company's system a lockable load-break disconnect switch. For installations interconnected at greater than 600 volts, a fused cutout switch may be substituted, where practicable. The switches shall be accessible to the Company for the purpose of isolating the parallel generating facility from the Company's system, when necessary.

C. The Company shall require a separate distribution transformer for a customer having a generating facility, where necessary for reasons of public or employee safety or where the potential exists for the generating facility to cause problems with the service of other customers. Ordinarily this requirement should not be necessary for an induction-type generator with a capacity of 5 kW or less, or other generating units of 10 kW or less that utilize line-commutated inverters.

D. Where necessary, to avoid the potential for a generating facility causing problems with the service of other customers, the Company should limit the capacity and operating characteristics of single-phase generators in a manner consistent with its existing limitations for single-phase motors. Ordinarily single-phase generators should be limited to a capacity of 10 kW or less.

E. The Company shall require that each generating facility have a system for automatically isolating the generator from the Company's system upon loss of the Company supply, unless the Company desires that the local generation be continued to supply isolated load. For synchronous and induction generators such protection against continued operation when isolated from the utility system will ordinarily consist of overcurrent protection, fuse or circuit breaker, plus a voltage or frequency controlled contactor which would automatically disconnect the unit whenever its output voltage or frequency drifted outside predetermined limits. Other suitable protective systems against abnormal voltages or frequencies may be accepted by the Company.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-3.00)

C2.4. Customer-Owned Generating Systems (Cont.)

F. The Company shall require that the customer discontinue parallel generation operation when it so requests and the Company may isolate the generating installation from its system at times:

When considered necessary to facilitate maintenance or repair of utility facilities.

When considered necessary during system emergencies.

When considered necessary during such times as the generating facility is operating in a hazardous manner, or is operating such that it adversely affects service to other customers or to nearby communication systems or circuits.

G. The owner of the generating facility shall be required to make the equipment available and permit entry upon the property by Company personnel at reasonable times for the purposes of testing isolation and protective equipment, and evaluating the quality of power delivered to the Company's system; and testing to determine whether the local generating facility is the source of any electric service or communication systems problems.

H. The power output of the generating facility shall be maintained such that frequency and voltage are compatible with normal Company service and do not cause the Company service to fall outside the prescribed limits of commission rules and other standard limitations.

I. The generating facility shall be operated so that variations from acceptable voltage levels and other service impairing disturbances do not result in adverse effects on the service or equipment of other customers, and in a manner which does not produce undesirable levels of harmonics in the Company power supply.

J. The owner of the generating facility shall be responsible for providing protection for the owner's installed equipment and for adhering to all applicable national, state and local codes. The design and configuration of certain generating equipment, such as that utilizing line-commutated inverters, sometimes requires an isolation transformer as part of the generating installation for safety and for protection of the generating facilities.

C2.5. Use of Service

Each customer shall, as soon as electric service becomes available, receive delivery from the Company practically all electric energy used on the premise, and shall become liable for all charges incurred in the delivery of said electrical energy from the Company. The customer's power supply may be purchased from an Alternative Electric Supplier or the Company. Standby and/or supplemental on-site generation may be utilized only if approved by the Company and properly connected so as to prevent parallel operations with the Company's system.

C2.6. Notice of Intent

A. Application – Prior to use of electrical service, each customer shall make proper application to the Company, and shall furnish all reasonable information required by the Company. Failure to comply with this requirement may result in refusal by the Company to provide service.

(Continued on Sheet No. C-5.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-4.00)

C2.6. Notice of Intent (Cont.)

Any customer using service without first notifying and enabling the Company to establish a beginning meter reading may be held responsible for any amounts due for service supplied to the premises from time of last reading reported immediately preceding his or her occupancy.

B. Termination – Any customer desiring termination of service shall so notify the Company a minimum of five working days in advance so the service may be discontinued on a mutually agreeable date. Customers failing to give proper notice of intent to vacate the premises may be held responsible for use of service until a meter reading acceptable to the Company is obtained.

C. Switching - An eligible customer electing to purchase their power supply service from a licensed Alternative Electric Supplier with power delivered through the Company's distribution system shall abide by the terms specified in the Company's Retail Access Service RAS-1.

C2.7. Conditions of Use

A. The rules in this section are designed to assist in maintaining a high standard of electric service for all customers with maximum economy of facilities and are based on industry standards of good practice. When installing any utilization equipment, it shall be the customer's responsibility to comply with the provisions of this section.

B. The customer shall not use the service in any way that causes a safety hazard, endangers the Company's facilities, or disturbs service to other customers. Failure to comply with this provision may result in discontinuance of the customer's service.

C. Customer shall install only such motors or other apparatus or appliances as are suitable for operation with the character of the service supplied by the Company, and electric energy must not be used in such a manner as to cause detrimental voltage fluctuations or disturbances in the Company's distribution system.

D. In order to limit the impact of voltage variations and disturbances to acceptable industry limits, the Company may establish starting and operating criteria for equipment on customer premises. Customer loads shall be sized and operated in accordance with such criteria.

E. The Company may require the installation of a separate retail power service to serve equipment which does not conform to the rules which govern standard retail service or to serve other devices which are likely to interfere with standard voltage regulation. Power service, as defined in these rules, means service furnished principally for electromotive or industrial purposes and may include service for lighting thereto. Equipment or operations associated with a power service may affect voltage regulation or cause flicker or other disturbances that are not adequate for standard retail service.

F. Where a customer connects single-phase equipment to a three-phase service, the single-phase equipment shall be connected to prevent unbalance of the loads on the three phases in excess of 10%, and the power factor of such single-phase loads shall not be less than 75% at rated load. When these requirements cannot be met the customer may contract for separate single-phase service.

(Continued on Sheet No. C-6.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-5.00)

C2.7. Conditions of Use (Cont.)

G. It shall be the customer's responsibility to install any protective devices such as time-delay under-voltage relays, phase reversal relays, devices to protect against unbalanced phase operation of three-phase equipment and any other device necessary to prevent damage to utilization equipment which might result from imperfections in the service provided.

H. It shall be the customer's responsibility to avoid installing and/or operating any utilization equipment that causes objectionable distortion of the system voltage waveform, or produces objectionable harmonic or other high frequency currents in the system, or interferes with the operation of any other customer's equipment or the Company's equipment or causes interference with the operation of another utility's facilities which may be in close proximity to the power system facilities. When the source of objectionable voltage distortion or interference is determined to be equipment owned by a specific customer, the customer will be informed and advised of his or her responsibility to correct the problem to acceptable industry limits. The Company has the right to require the customer to correct the problem or to disconnect the equipment causing the objectionable voltage distortion or interference.

I. The Company may advise the customer concerning specific installations on request, but will not test or investigate any customer's equipment except when necessary to determine the cause of interference or substandard voltage conditions. The Company may refuse to connect service or may suspend service when such equipment does not conform to these rules and has not been corrected after reasonable notice.

C2.8. Non-standard Service

A. The Company shall not be required to provide nonstandard service voltages or service at any voltage other than the standard voltages adopted for use on the distribution system.

B. Customers shall be liable for the cost of any special installation necessary to meet particular requirements for service at other than standard voltages adopted by the Company, or to provide closer voltage regulation or meet specific criteria which exceed that required for standard retail service. (See also, Section ***C6.3*** Special Service.)

C. The usual supply of electric service shall be subject to the provision of Michigan Public Service Commission rules, but where special service-supply conditions or problems arise for which provision is not otherwise made, the Company may modify or adapt its supply terms to meet the peculiar requirements of such case.

D. The Company reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of contract, minimum bills, or other service conditions with respect to customers whose establishments are remote from the Company's existing suitable facilities, or whose service requirements exceed the capabilities of the Company system in the area, or otherwise necessitate unusual investments by the Company in service facilities or where the permanence of the service is questionable.

C2.9. Resale of Electric Energy

Customers shall not resell to, or share with others, any electric service furnished by the Company under the terms of its filed rate schedules not applicable to such resale of energy, unless otherwise authorized by the Michigan Public Service Commission.

(Continued on Sheet No. C-7.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-6.00)

C2.10. Service to a Single Metering Point

Where resale of electric service exists, the Company will be under no obligation to furnish or maintain meters or other facilities for the resale of service by the reselling customer to the ultimate user. The use of "Master Metering" will be limited to existing customers.

Electric service will no longer be granted where connection is made to a single metering point for the purpose of resale to the reselling customer's ultimate user. Each user will be metered as an individual unit. For the purposes of this rule, resale will also include sales where the electric service is included in the rent.

C2.11. Point of Attachment

A. Not more than one service drop or service lateral for either standard retail service or retail power service will be installed to the same building or utilization point except:

(1) where more than one point of delivery is necessary because of voltage regulation, governmental requirements, or regulatory orders;

(2) for installations where, in the opinion of the Company, more than one service drop or lateral is necessary to meet the load requirements;

(3) for row houses and other multiple occupancy buildings in compliance with Electrical Code requirements; or

(4) where additional services may be required for billing under different rate schedules.

B. Where suitable service is available, the Company will install service connections from its distribution lines to a suitable point of attachment on the customer's premises designated by the Company. Where the customer requests a point of attachment other than that specified by the Company, and such alternative point of attachment is approved by the Company, the cost of installing additional intermediate supports, wires or fixtures necessary to reach the point of attachment requested by the customer, shall be borne by the customer.

C. Should it become necessary for any cause beyond the Company's control to change the location of the point of attachment of service connections, the entire cost of any changes in the customer's wiring made necessary thereby, shall be borne by the customer.

D. A service connection will not be made unless the customer has installed his or her service entrance facilities in compliance with code requirements and specifications set forth by the Company.

E. The customer may be required to provide at no expense to the Company space for Company facilities on the customer's premises.

F. For overhead service, the location of the point of attachment must be such that the Company's service conductors can be installed without attachment to the building in any other locations.

G. For underground service, the point of attachment may be on the building, meter pedestal, or other agreed point.

(Continued on Sheet No. C-8.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-7.00)

C2.11. Point of Attachment (Cont.)

H. Service will be provided to meter poles for farm service or other service where more than one structure is to be supplied from a single meter. The customer shall be required to install a fused disconnect switch on the pole at his or her own expense in accordance with Company specifications.

C2.12. Service to House Trailers, Vans, Buses, Used as Dwelling Units

The Company will make service connections to house trailers, vans, buses, or any other dwelling of a mobile nature without special charges, except as specified herein under Section C3, when the customer owns the premises and has installed an approved septic tank and well for his or her own use.

If the above conditions are not met, such installation and service facilities shall be considered to be Temporary Service as applicable under Section C3.92.

C2.13. Nature and Quality of Service

A. The Company will endeavor to, but does not guarantee to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits.

B. The Company shall not be liable for interruptions in the service, phase failure or reversal, or variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Company's control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of customers or third parties; operation of safety devices, except when such operation is caused by the negligence of the Company; absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, facilities or equipment when the Company has carried on a program of maintenance consistent with the general practices prevailing in the industry; act of God; war; action of the elements; storm or flood; fire; riot; labor dispute or disturbances; or the exercise of authority or regulation by governmental or military authorities.

C. The customer shall be responsible for giving immediate notice to the Company of interruptions or variations in electric service so that appropriate corrective action can be taken.

D. The Company reserves the right to temporarily interrupt service for construction, repairs, emergency operations, shortages in power supply, safety, and state or national emergencies and shall be under no liability with respect to any such interruption, curtailment or suspension.

C2.14. Metering and Metering Equipment

A. The customer shall provide, free of expense to the Company and close to the point of service entrance, a space suitable to the Company for the installation of the necessary metering equipment. The customer shall permit only authorized agents of the Company or other persons lawfully authorized to do so, to inspect, test or remove the same. If the meters or metering equipment are damaged or destroyed through the neglect of the customer, the cost of necessary repairs or replacements shall be paid by the customer. Customers who desire to purchase their power supply from an Alternative Electric Supplier may have additional metering requirements as described in the Company's Retail Access Service Tariff, RAS 1. The Company reserves the right to make final decisions with respect to methods and equipment used in measurement of loads for billing purposes.

(Continued on Sheet No. C-9.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-8.00)

C2.14. Metering and Metering Equipment (Cont.)

B. Meter Testing - All testing of metering equipment will be done by qualified personnel, either Company employees or by independent agents meeting the requirements of both the Company and the commission. The Company may, at its option, either conduct field tests on the customer's premises, or remove metering equipment for shop testing.

C. Routine Tests - The Company will, through test procedures established by the commission, endeavor to maintain its metering equipment within the accuracy limits prescribed by the commission. Test procedures and accuracy limits are set forth in R 460.3101 - ***R 460.3804.***

D. Location of Meters - Meters for all single family residential service will be installed outdoors. Meters for other services may be installed outdoors if they are located so they are protected from traffic and are readily accessible for reading and testing. Meters which must be protected from inclement weather, while being serviced or tested, shall be located indoors or in a suitable housing where such work can be performed.

Meters located indoors shall be as near as possible to the service entrance, in a clean, dry place, reasonably secure from injury, not subject to vibration, and readily accessible for reading and testing.

In cases of multiple buildings such as two-family flats or apartment buildings, if the meters are installed indoors, they shall be located within the premises served or at a common location readily accessible to the tenants and the Company.

An authorized representative of the Company will determine the acceptability of the meter location in all cases.

C2.15. Special Charges

The Company will make such charges for reasonable special services as necessary to discourage abuse and to minimize subsidy of such services by other customers. The following schedule shall apply where applicable:

Charge for any Special Services at Customer's Request:	
During Regular Working Hours	$35
Outside Regular Working Hours	$70
Meter Reading Charge	$10
Meter Test Charge	$20
Reconnect Charge:	
During Regular Working Hours	$31
Outside Regular Working Hours	$77
Disconnect Charge:	
Disconnect at Pole, During Regular Working Hours Greater of	$31 or actual cost
Disconnect at Pole, Outside Regular Working Hours Greater of	$77 or actual cost
Bad Check Handling Charge	$15
Connections Outside Regular Working Hours	$40

(Continued on Sheet No. C-10.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-9.00)

C2.15. Special Charges (Cont.)

Charge for usage and billing information per request beyond one within a calendar year	$15
Switch processing charge per switch request beyond one within a calendar year	$62
Manual meter interrogation charge (per 2.5.3 of RAS 1)	$15

Bills may be paid at authorized pay stations. A convenience fee may be charged by the third party processing the payment at the authorized pay stations. The Company will not be responsible for payments made to unauthorized pay stations.

C2.16. Service Disconnect at Customer's Request

Service to the customer's premises may be disconnected by the Company at the customer's request under the following conditions:

A. Upon Termination – The Company will disconnect service with no charge to the customer upon due notice as provided elsewhere in these rules. However, if restoration of service at the same location is requested by the same customer or property owner(s), a reconnect charge will be applied. The reconnect charge will be increased by the amount of the minimum charge in the applicable rate schedule for the months service was disconnected, provided such reconnect is made during the twelve month period immediately following disconnect.

B For Repairs – The Company will temporarily disconnect service to facilitate repairs or other work on the customer's equipment or premises. Special service charges as set forth in Section C2.15, will be applicable.

C2.17. Rate Application

A. The rates specified in this schedule are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the customer, unless otherwise provided for in these rules and regulations. In no case may service be shared with another or transmitted off the premises at which it is delivered. Service at different points and at different premises shall be separately metered and separately billed.

B. Customers who have switched to an Alternative Electric Supplier will be allowed to only contract with a single Alternative Electric Supplier for each meter that serves them as described in the Company's Retail Access Service RAS-1.

C. The customer may be eligible to take service under any one or two or more of the Company's delivery or power supply rates. Upon request, the Company will advise the customer in the selection of the rate which will give him or her the lowest cost of service, based on the information provided to the Company, but the responsibility for the selection of the Company rate lies with the customer. However, the Company will not advise the customer on the rates or services offered by an Alternative Electric Supplier nor compare the rates or services offered by an Alternative Electric Supplier to the Company's rates and services. The Company will provide information on the Company's rates.

(Continued on Sheet No. C-11.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-10.00)

C2.17. Rate Application (Cont.)

D. After the customer has selected the rate under which he or she elects to take service, the customer will not be permitted to change from that rate to another rate until at least twelve months have elapsed. Neither will the customer be permitted to evade this rule by temporarily terminating service. However, the Company may, at its option, waive the provisions of this paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate.

E. No refund will be made of the difference in charges under different rates applicable to the same class of service.

F. The Retail Access Service RAS-1, provides the necessary information on a customer's rights and limitations associated with retail access, if they choose to exercise that option.

C3. CONSTRUCTION POLICY

C3.1. General

A. This section of the rules and regulations sets forth the terms and conditions under which the Company will construct and extend its facilities to serve new loads and replace, relocate or otherwise modify its facilities.

B. Except where specifically stated otherwise, service extension policy is based on overhead construction and any financial participation by the customers for underground facilities shall be in addition to other charges provided for in these rules.

C. Contributions in aid of construction and other deposits made with the Company under the provisions of this section shall be considered nonrefundable except where provisions for refunds are specifically stated.

D. No refunds will be made in excess of the refundable amount deposited, and deposits shall not bear interest. Refunds, where applicable, will be made in accordance with the terms stated hereinafter.

E. Each distribution line extension shall be a separate, distinct unit and any further line extension therefrom shall have no effect upon the agreements under which such extension is constructed.

F. See also Section C2.8, Non-standard Service and Section C2.12, Service to House Trailers, Vans, and Buses Used as Dwelling Units.

C3.2. Residential Overhead Extension Policy

A. Charges- For each permanent, year around dwelling, the Company will provide a single-phase line extension excluding service drop at no additional charge for a distance of 600 feet, of which no more than 200 feet is a lateral extension on the customer's private property. For each permanent, seasonal type dwelling, the Company will provide at no extra charge a 200 foot extension from a main line distribution feeder. Distribution line extension in excess of the above footages will require an advance deposit in the entire amount of excess estimated construction costs. There will also be a non-refundable contribution equal to the cost of right-of-way and clearing on such excess footage. Three-phase extensions will be on the same basis as Commercial and Industrial.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-11.00)

C3.2. Residential Overhead Extension Policy (Cont.)

B. 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.

C. 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 (A) above. The amount of any such refund shall be $500 for each permanent electric service subsequently connected directly to the facilities financed by the customer. Directly connected customers are those which do not require the construction of more than 300 feet of lateral primary distribution line. Such refunds will be made only to the original contributor 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.

C3.3. Non-residential Overhead Extension Policy

A. Company Financed Extensions – Except for contributions in aid of construction for underground service made under the provisions of Section C3.5 of these rules, the Company will finance the construction cost necessary to extend its facilities to serve commercial or industrial customers when such investment does not exceed 2 times the annual distribution revenue anticipated to be collected from customers initially served by the extension.

B. Charges – When the estimated cost of construction of such facilities exceeds the Company's maximum initial investment as defined in Paragraph (A), 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 (C).

C. 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 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 (B) above in cases where actual experience shows that the electric 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 initial investment based on 2 times the actual distribution revenue provided by the original customer in the 12-month period. Any amount by which twice the actual annual distribution revenue exceeds the Company's initial investment will be made available for refund to the customer; no such refund shall exceed the amount deposited under provisions of Paragraph (B) above.

(2) Refunds for additional new customers directly connected to the financed extension during the refund period will be governed by Section C3.2, C.

(Continued on Sheet No. C-13.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-12.00)

C3.4. Service Extensions to Loads of Questionable Permanence

When service is requested for loads of questionable permanence, such as, but not limited to, saw mills, mixer plants, gravel pits, oil wells, oil facilities, etc., the Company will install, own, operate and maintain all distribution facilities up to the point of attachment to the customer's service equipment subject to the following:

A. Charges – Prior to commencement of construction, the customer shall make a deposit with the Company in the amount of the Company's estimated construction and removal less cost of salvage . Such estimates shall include the cost of extending the Company distribution facilities and of increasing capacity of its existing facilities to serve the customer's load.

B. Refunds – At the end of each year the Company will make a refund on the amount deposited from distribution revenues derived from the customer for electric service from the facilities covered by the deposit. The amount of such refund for any given year or part thereof shall be computed as follows:

(1) Year to year for the first four years of the deposit period.

(a) Twenty percent (20%) of the deposit if this amount is equal to or less than 20% of the new annual distribution revenue, excluding sales tax revenues.

(b) Twenty percent (20%) of the new annual distribution revenue, excluding sales tax revenues, if this amount is less than 20% of the deposit.

(2) The final year of the five-year refund period

(a) If at the end of the five-year refund period, the total distribution revenue for that period, excluding sales tax revenues, is equal to or greater than 5 times the original deposit, the balance of the deposit will be refunded.

(b) If at the end of the five-year refund period, the total distribution revenue, excluding sales tax revenue, is less than 5 times the original deposit, the refund for the fifth year will be applied in accordance with (1), (a) or (b) above.

No refund is to be made in excess of the deposit and the deposit shall bear no interest.

C3.5. General Underground Service Policy

A. This portion of the rules provides for the extension and/or replacement of underground electric distribution facilities. The Upper Peninsula of Michigan was excluded from the mandatory underground rules adopted by the Michigan Public Service Commission in Case No. U-3001. The general policy of the Company is that real estate developers, property owners or other applicants for underground service shall make a contribution in aid of construction to the Company in an amount equal to the estimated difference in cost between underground and equivalent overhead facilities.

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

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-13.00)

C3.5. General Underground Service Policy (Cont.)

C. The Company, at the request of the developer, will install an underground electric distribution system for all new residential subdivisions, mobile home parks, multiple occupancy building complexes, and commercial subdivisions, in cooperation with the developer or owner, evidenced by a signed agreement, and in compliance with the following specific conditions:

(1) The developer or owners must provide for recorded easements or rights-or-way acceptable to the Company. The easements are to be coordinated with other utilities and will include easements for streetlighting cable.

(2) The developer or owner must provide for grading the easement to finished grade or for clearing the easement of trees, large stumps and obstructions sufficiently to allow trenching equipment to operate. Survey stakes indicating easements, lot lines and grade must be in place. The developer or owner must certify to the Company that the easements are graded to within four inches of final grade before the underground distribution facilities are installed.

(3) The developer or owner requesting underground construction must make a nonrefundable contribution to the Company for primary switching cabinets. When a switching cabinet is required exclusively for one customer, that customer will contribute the actual installed cost of the switching cabinet. When more than one customer is served from the switching cabinet, each customer's contribution will be the prorated total installed cost of the switching cabinet based on the number of positions required for each customer.

(4) If trenching is required where practical difficulties exist, such as in rock or in sodden ground or when boring under streets, driveways, patios or any other paved areas, the per foot charges stated in this rule shall not apply; and the contribution in aid of construction shall be an amount equal to the total cost differential between overhead and underground construction costs, but not less than the amount calculated on the per foot basis.

(5) The developer or owner will be responsible for any costs of relocating Company facilities to accommodate changes in grade or other changes after underground equipment is installed, and also be responsible for any damage to Company facilities caused by his or her operations or the operations of his or her contractors. An amount equal to the total costs involved, including overheads, is required for relocation or rearrangement of facilities whether specifically requested by the developer or owner, or due to the facilities becoming endangered by a change in grade.

(6) An additional amount of $1.00 per foot shall be added to trenching charges for practical difficulties associated with winter construction in the period from November 15 to April 30 inclusive. This charge will not apply to jobs which are ready for construction and for which the construction meeting has been held prior to September 30.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-14.00)

C3.6. Residential Underground Service Policy

If underground is requested, these provisions will apply to permanent dwellings. Mobile homes will be considered permanent dwellings when meeting the Company's requirements for permanent installations.

A. New Platted Subdivisions – Distribution facilities in all new residential subdivisions and existing residential subdivisions 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.

(1) New Platted Subdivision Distribution System – The Company will install an underground distribution system, including primary and secondary cable and all associated equipment, to provide service to the lot line of each lot in the subdivision.

For purposes of definition, all one-family and two-family buildings on individual lots are residential. The Company will furnish, install, own and maintain the entire underground electric distribution system including the service lateral cable for new residential subdivisions. The trenches for primary or secondary main cables will be occupied jointly by facilities of the Company and other utilities where satisfactory agreement for reimbursement exists between the Company and other utilities.

The service normally available from the system will be at secondary voltage, single-phase, three wire, 60 Hz. Three phase service will be made available for schools, pumping stations, and other special installations only under terms of a separate agreement. Certain related equipment, such as pad-mounted transformers, switching equipment and service pedestals may be above grade. The area must be suitable for the direct burial installations of cable.

The use of the lot front-foot measurements in these rules shall not be construed to require that the underground electric distribution system be placed at the front of the lot.

Where sewer and/or water lines will parallel Company cables, taps must be extended to each lot for a distance of four feet beyond the route of the cables prior to installation of the cables.

The property owner shall not make any changes in established grade in or near the easement that will interfere with utility facilities already installed. In the event the property owner requests relocation of facilities, or such facilities are endangered by change in grade, the property owner shall pay the cost of the relocation or rearrangement of the facilities.

(a) Charges – Prior to commencement of construction, the owner or developer shall deposit with the Company an amount equal to the estimated cost of construction of the distribution system, but not less than the nonrefundable charges set forth in the following Paragraph (b) below.

(Continued on Sheet No. C-16.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-15.00)

C3.6. Residential Underground Service Policy (Cont.)

(b) Refunds – That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered non-refundable. This amount shall be determined by multiplying the sum of the lot front footage for all lots in the subdivision by $1.75, except for those lots served by an underground service from an overhead distribution line under the provision of Section C3.6, A. Where underground extensions are necessary in unplatted portions of the property, the nonrefundable portion of the deposit shall be computed at the rate of $3.50 per trench foot. The balance of the deposit shall be made available to the depositor on the following basis:

Following completion of its construction work order covering construction of the distribution system, the Company will refund any amount by which its original estimate exceeds the actual construction costs. During the five year period immediately following completion of the construction, the Company will refund $500 for each permanent residential customer connected within the subdivision. Such refunds will be made only to the original depositor and in total shall not exceed the refundable portion of the deposit. The deposit shall bear no interest.

(c) Measurement – 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 distance shall be used. In case of a curved lot line which borders on a street or streets and represents at least two sides of the lot, the front foot measurement shall be considered as one-half the total measurement of the curved lot line. 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 at the front of the lot.

(2) New Platted Subdivision Service Laterals – The Company will install, own, operate and maintain an underground service lateral from termination of its facilities at the property line to a metering point on each new residence in the subdivision.

(a) Contribution – For a standard installation the applicant shall make a nonrefundable contribution in aid of construction in the amount of $2.00 per trench foot.

(b) Measurement – The "trench feet" shall be determined by measuring from the termination of Company facilities at the property line along the route of the trench to a point directly beneath the electric meter.

B. Other Residential Underground Facilities - At the option of the applicant(s) the Company will provide underground facilities from existing overhead facilities in unplatted areas or in subdivisions where overhead electric distribution facilities have been installed.

The Company reserves the right to refuse to install its facilities underground in cases where, in the Company's opinion, such construction would be impractical or present a potential detriment to the service to other customers. The Company may designate portions of existing subdivisions as "underground service areas" where, in the Company' opinion, such designation would be desirable for aesthetic or technical reasons.

(Continued on Sheet No. C-17.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-16.00)

C3.6. Residential Underground Service Policy (Cont.)

All future applicants for service in areas so designated will be provided with underground service subject to the applicable provisions of these rules.

(1) Extension of Existing Distribution Systems in Platted Subdivisions – Any such extension shall be considered a distinct, separate unit, and any subsequent extensions therefrom shall be treated separately.

(a) Charges (In Addition to those Charges Set Forth in Section C3.2, A) – Prior to commencement of construction the applicant shall make a deposit in an amount equal to $1.75 per foot for the total front footage of all lots which can be directly served in the future from the distribution system installed to serve the initial applicant. Any subsequent applicant(s) for service on these lots shall be required to make a nonrefundable contribution in aid of construction in the amount of $1.75 per front foot for all lots owned by the subsequent applicant(s) which can be directly served from the original distribution extension.

(b) Refunds – The Company will make available for refund to the original depositor from amounts contributed in aid of construction by subsequent applicant(s) as provided in Paragraph (a) above the amount included in the original deposit to cover the front footage of the lot(s) owned by the subsequent applicant(s). The total amount refunded shall not exceed the amount of the original deposit, and will be made only to the original depositor. The Company will endeavor to maintain records for such purposes but the depositor is ultimately responsible to duly notify the Company of refunds due; any refund not claimed within five years after completion of construction shall be forfeited. Refunds made under the provisions of the paragraph shall be in addition to refunds made under the Company's overhead extension policy.

(c) Measurement – The lot front footage used in computing charges and contributions in Paragraph (a) above shall be measured the same as for new subdivisions as set forth in Section C3.6, A, 1, (c).

The front footage used in determining the amount of the original deposit or any refunds of subsequent contributions shall include only the frontage of lots directly served by the distribution system extension covered by the original deposit.

(2) Distribution Systems in Unplatted Areas – The Company will extend its primary or secondary distribution system from existing overhead or underground facilities. When any such extension is made from an existing overhead system the property owner may be required to provide an easement(s) for extension of the overhead system to a pole on his or her property where transition from overhead to underground can be made.

(a) Contribution – Prior to commencement of construction, the applicant shall make a contribution in aid of construction equal to the difference between the estimated overhead construction costs and the underground construction costs, plus a deposit based on the Company's overhead extension policy. Refunds will be based on the overhead extension refund policy and shall apply only to that portion related to the overhead deposit.

(Continued on Sheet No. C-18.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-17.00)

C3.6. Residential Underground Service Policy (Cont.)

(3) Service Laterals – The Company will install, own, operate and maintain an underground service lateral from the termination of its primary or secondary system to a metering point on each new residence to be served. Such underground service laterals may be served either from an underground or overhead system.

(a) Contributions – When a service lateral is connected to an underground system the applicant shall make a nonrefundable contribution in aid of construction in the amount equal to the product of the trench length in feet multiplied by $2.00. When the service lateral is connected to existing overhead facilities, the contribution shall be $50 plus $2.00 per trench foot.

(b) Measurement – The "trench length" shall be determined by measuring from the pole or underground secondary terminal to which the service lateral is connected along the route of the lateral trench to a point directly beneath the electric meter.

C3.7. Non-residential Underground Service Policy

A. Commercial Service – Distribution facilities in the vicinity of new commercial loads and built solely to serve such loads will be placed underground (optional for companies serving the Upper Peninsula). This includes service to all buildings used primarily for business purposes, where the major activity is the sale of goods or services at wholesale or retail. This category shall include, but not be limited to, apartment houses, motels, and shopping centers.

It shall not be mandatory that any new commercial or industrial distribution systems or service connections be placed underground where, in the Company's judgment, any of the following conditions exist:

Such facilities would serve commercial or industrial customers having loads of temporary duration; or

Such facilities would serve commercial or industrial customers in areas where little aesthetic improvement would be realized if such facilities were placed underground; or

Such facilities would serve commercial or industrial customers in areas where it is impractical to design and place such facilities underground because of uncertainty of the size and character of the loads to be ultimately served therefrom.

(1) The Company will furnish, install, own and maintain the entire underground electric distribution system including the service lateral cables for new commercial subdivisions. Generally, the trenches will be occupied jointly by facilities of the Company and other utilities where satisfactory agreement for reimbursement exists between the Company and the other utilities.

(2) The service for individual customers within a commercial subdivision will be furnished as provided for in Underground Service Connections. Certain related equipment, such as pad-mounted transformers, switching, equipment, and service pedestals, may be above-grade.

(3) In the event the developer(s), owner(s), customer(s) or tenant(s) request relocation of facilities which are endangered by change in grade, the total cost of relocation or rearrangement of the facilities shall be borne by the requesting party(s).

(Continued on Sheet No. C-19.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-18.00)

C3.7. Non-residential Underground Service Policy (Cont.)

(4) The Company will install underground service connections to commercial and industrial customers and other installations within designated underground districts in cooperation with the developer or owner, evidenced by a separate signed agreement, subject to the following specific conditions:

(5) When required, the developer or owner must provide suitable space and the necessary foundations and/or vaults for equipment and provide trenching, back-filling, conduits and manholes acceptable to the Company for installation of cables on his or her property.

(a) Contribution – For standard installation of distribution facilities, the applicant(s) shall make a nonrefundable contribution in aid of construction in the amount equal to the product of the total of trench length in feet to the point of beginning service multiplied by $1.90.

Transformers will be charged on an installed basis of $4.00 per kVA.

Service, as this term is generally understood in the electric utility field (on customer's property), is charged on the basis of $4.00 per trench foot.

(b) Measurement – "Trench length" shall be determined by measuring along the centerline of the trench as follows:

i. Primary Extensions – shall be measured along the route of the primary cable from the transition pole to each transformer or other primary termination.

ii. Secondary Extensions – shall be measured from each transformer or other secondary supply terminal along the route of the secondary cable to each secondary pedestal or termination. No charge will be made for secondary cable laid in the same trench with primary cable.

iii. Service Laterals – shall be measured from the pole or underground secondary terminal to which the serve lateral is connected along the route of the lateral trench to the point of connection to the customer's facilities. No charge will be made for service laterals laid in the same trench with primary or secondary cable.

B. Industrial Service – Distribution facilities in the vicinity of new industrial loads and built solely to serve such loads will be placed underground at the option of the applicant. This includes service to all buildings used primarily for the assembly, processing or manufacturing of goods.

(1) Contribution – The applicant(s) shall make a contribution according to the provisions above for commercial service.

C. Mobile Home Parks – Distribution facilities in new mobile home parks shall be placed underground. Extension from existing overhead systems in mobile home parks will be placed underground at the option of the park owner.

(Continued on Sheet No. C-20.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-19.00)

C3.7. Non-residential Underground Service Policy (Cont.)

(1) The Company will furnish, install, own and maintain the entire underground electric distribution system including the re-meter portion of the service lateral cables for new mobile home parks. The trenches for primary or secondary main cables will be occupied jointly by facilities of the Company and other utilities where satisfactory agreement for reimbursement exists between the Company and the other utilities.

(2) The service for tenant loads normally available from the system will be at secondary voltage, single-phase, 120/240 volt, three wire, 60 Hz. Three-phase service will be made available for pumps and service installations only under terms of a separate agreement. Certain related equipment, such as pad-mounted transformers, switching equipment, and service pedestals may be above-grade. The area must be suitable for the direct burial installation of cable.

(3) This service is limited to mobile home parks in which the service is metered by the Company at secondary voltage.

(4) Company cables shall be separated by at least five feet from paralleling underground facilities which do not share the same trench. The park owner's cable systems, such as community antenna systems, should be in separate trenches, if possible. Subject to an agreement with the Company, these cable systems may occupy the same trench. The park owner must agree to pay a share of the trenching cost plus the extra cost of the additional backfill if required and agree to notify the other using utilities when maintenance of his or her cables requires digging in the easement.

(5) The park owner must provide for each mobile home lot a meter pedestal of a design acceptable to the Company.

(6) In the event the park owner requests relocation of facilities or such facilities are endangered by change in grade, the park owner shall pay the cost of the relocation or rearrangement of the facilities.

(a) Contribution – The park owner shall be required to make a nonrefundable contribution in aid of construction as follows:

i. Primary and Secondary Extensions – An amount equal to the product of the total trench length in feet multiplied by $1.90.

ii. Service Loops or Laterals – An amount equal to the product of the total trench length in feet multiplied by $1.90.

iii. Transformers – $4.00 per kVA.

iv. The "trench length" shall be measured the same as provided for measurement of cable trench in commercial installations.

(Continued on Sheet No. C-21.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-20.00)

C3.8. Other Conditions Underground Construction Policy

A. Obstacles to Construction – Where unusual construction costs are incurred by the Company due to physical obstacles such as, but not limited to: rock, surface water, frost, other utility facilities, heavy concentration of tree roots, or roadway crossings, the applicant(s) shall make a nonrefundable contribution in aid of construction equal to the estimated difference in cost of the underground installation and that of equivalent overhead facilities. In no case shall this contribution be less than the per foot charges above for the type of service involved. The Company reserves the right to refuse to place its facilities under road or railroad rights-of-way in cases where, in the Company's judgment, such construction is impractical.

B. Contributions – Prior to commencement of construction, the applicant shall make a contribution in aid of construction as required by the underground extension rules plus a contribution based on the Company's overhead extension policy. Refunds will be based on the overhead extension refund policy and shall apply only to that portion related to the overhead contribution.

C. Geographic Exceptions – The Upper Peninsula of Michigan was excluded from the mandatory underground rules adopted by the Michigan Public Service Commission in Case No. U-3001.

D. Replacement of Overhead Facilities – Existing overhead electric distribution service lines shall, at the request of an applicant(s), be replaced with underground facilities where, in the opinion of the Company, such replacement will not be detrimental to the electric service to other customers.

Before construction is started, the applicant(s) shall be required to pay the Company the depreciated cost (net cost) of the existing overhead facilities plus the cost of removal less the value of materials salvaged and also make a contribution in aid of construction toward the installation of underground facilities in an amount equal to the estimated difference in cost between the underground facilities and equivalent new overhead facilities.

E. Underground Installations for Company's Convenience – Where the Company, for its own convenience, installs its facilities underground, the differential between estimated overhead construction costs and underground costs of such installation will be borne by the Company. All other costs will be governed by the Company's Overhead Extension Policy.

F. Underground Extensions on Adjacent Lands – When a primary extension to serve an applicant or group of applicants must cross adjacent lands on which underground construction is required by the property owner (such as on State or Federal lands) the applicant(s) shall make a contribution to the estimated difference in cost between the underground and equivalent overhead facilities. The Company may establish a per foot charge to be considered the difference in cost. Such charge shall be adjusted from time to time to reflect the Company's actual construction cost experience.

G. Local Ordinances- The Company reserves the right, where local ordinance requirements are more stringent than these rules, to apply to the Michigan Public Service Commission for such relief as may be necessary.

C3.9. Miscellaneous General Construction Policy

See also Section C2.8, Non-standard Service. Except where specifically designated as overhead or underground construction policies, the following general policies will be applied to either overhead or underground construction:

(Continued on Sheet No. C-22.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-21.00)

C3.91. Easements and Permits

A. New Residential Subdivisions – The developer of a new residential subdivision shall cause to be recorded with the plat of the subdivision a public utility easement approved by the Company for the entire plat. Such easement shall include a legal description of areas within the plat which are dedicated for utility purposes, and also other restrictions as shall be determined by the Company for construction, operation, maintenance and protection of its facilities.

B. Other Easement and Permits – Where suitable easements do not exist, the Company will provide the necessary easement forms, and solicit their execution. The applicant(s), as a condition of service, will be ultimately responsible for obtaining all easements and permits as required by the Company, for construction, operation, maintenance and protection of the facilities to be constructed. Where State or Federal lands are to be crossed to extend service to an applicant or group of applicants, the additional costs incurred by the Company for rights-of-way and permit fees shall be borne by the applicant(s).

C3.92. Temporary Service

Customers desiring temporary service for a short time only, such as for construction jobs, traveling shows, outdoor or indoor entertainment or exhibitions, etc., shall pay the charge per customer per month provided in applicable rate schedules. In addition, such customer shall pay installation and removal charges as follows:

A. When 120/240 volt single-phase service is desired and when such service can be provided at the site without exceeding 100 feet overhead or 10 feet underground at the time temporary service is desired, the charge for installation and removal of temporary, single-phase, three wire, 120/240 volt service shall be:

(1)	For temporary overhead service	$40.00
(2)	For temporary underground service, during the period from April 1 to December 14	$45.00
(3)	For temporary underground service, during the period from December 15 to March 31	$60.00

B. When 120/240 volt single-phase service is desired, and requires more than 100 feet overhead or 10 feet underground of extension, or if other than 120/240 volt single-phase service is desired, the charge for installation and removal shall be based on the cost thereof.

The customer shall be required to deposit in advance of construction with the Company an amount (in excess of any salvage realized) to cover the cost of installing and removing temporary facilities plus the estimated cost of service under the terms of applicable rate schedules. Meters may be read daily and the deposit modified as the energy used my justify such modifications.

If service extends for a period in excess of six consecutive months, the customer may qualify for other of the Company's available rates, provided he or she meets all of the applicable provisions of the filed tariffs.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-22.00)

C3.93. Moving of Buildings or Equipment

When the Company is requested to assist in the moving of buildings or equipment through, under or over the Company's distribution lines, the Company will require a deposit from the mover in advance of providing such assistance. The amount of the deposit required will be based upon the Company's estimate of the probable cost, but in no event will the required deposit be less than $100. Upon completion of moving assistance, the Company will determine actual costs and will bill or credit the mover according to the difference between actual costs and the deposit, except the minimum actual cost will not be less than $100. Actual costs will be determined in accordance with the following:

A. Within regular working hours:

(1) Average individual wage rate applicable to employee(s) involved.

(2) Actual material used.

(3) Appropriate overhead charges.

B. Outside regular working hours:

(1) Overtime wage rate applicable to employee(s) involved.

(2) Actual materials used.

(3) Appropriate overhead charges.

C. The minimum billing for moving assistance shall not be less than $100.00.

C3.94. Relocation of Facilities

A. The Company will cooperate with political subdivisions in the construction, improvement or rehabilitation of public streets and highways. It is expected that the Company will receive reasonable notice so that any required relocation work can be properly scheduled.

B. If the Company's poles, anchors, or other appurtenances are located within the confines of the public right-of-way, the Company will make the necessary relocation at its own expense with exceptions:

(1) The facilities were originally installed within the confines of the public right-of-way at the request of the political entity.

(2) Existing facilities being within the confines of a new public right-of-way obtained after the construction of the Company's facilities.

(3) The facilities provide public services such as lighting, traffic signals, etc.

C. If the Company's poles, anchors or other appurtenances are located on private property, the political subdivision must agree in advance to reimburse the Company for any expenses involved in relocating its facilities.

(Continued on Sheet No. C-24.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-23.00)

C3.94. Relocation of Facilities (Cont.)

D. When the Company is requested to relocate its facilities for reasons other than road improvements, any expense involved will be paid for by the firm, person or persons requesting the relocation, unless one or more of the following conditions are met:

(1) The relocation is made for the convenience of the Company.

(2) The relocation is associated with other regularly scheduled conversion or construction work at the same location and can be done at the same time.

E. Before actual relocation work is performed under C and D above, the Company will estimate the cost of moving the poles, anchors or other appurtenances and an advance deposit in the amount of the estimate must be received from the firm, person or persons requesting such relocation. Upon completion of relocation work, the Company will determine the actual costs of the relocation, and the firm, person or persons requesting the relocation will be billed or credited for the difference between the advance deposit and the actual cost.

C3.95. Construction Schedules

Scheduling of construction shall be done on a basis mutually agreeable to the Company and the applicant. The Company reserves the right not to begin construction until the customer has demonstrated to the Company's satisfaction his or her intent to proceed in good faith with installation of his or her facilities by acquiring property ownership, obtaining all necessary permits and/or, in the case of mobile home's, meeting the Company's requirements for permanency.

C3.96. Design of Facilities

The Company reserves the right to make final determination of selection, application, location, routing and design of its facilities. Where excessive construction costs are incurred by the Company at the request of the customer, the customer may be required to reimburse the Company for such excess costs.

C3.97. Billing

For customer(s) who fail to take service two months after an extension has been completed to the premises and within the time period requested by the customer(s), the Company shall have the right, after said two month period, to commence billing the customer under the Company's applicable rates and rules for the type of service requested by the customer(s).

C3.98 Permanent Removal of Distribution or Service Facilities

If the Company is asked to remove existing distribution or service facilities, the customer shall pay in advance of the removal, the cost of such removal. The customer's contribution is not refundable.

(Continued on Sheet No. C-25.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-24.00)

C4. EMERGENCY ELECTRICAL PROCEDURES

C4.1. General

A. Emergency electrical procedures may be necessary if there is a shortage in the electrical energy supply to meet the demands of customers in the electrical service area. It is recognized that such deficiencies can be short-term (a few hours) or long-term (more than a few hours) in duration; and, in view of the difference in nature between short and long-term deficiencies, different and appropriate procedures shall be adopted for each.

B. Essential health and safety customers given special consideration in these procedures shall, insofar as the situation permits, include the following types of customers and such other customers or types of customers which the Commission may subsequently identify:

(1) "Governmental Detention Institutions," which will be limited to those facilities used for the detention of persons.

(2) "Fire Stations", which will be limited to attended, publicly-owned facilities housing mobile fire fighting apparatus.

(3) "Hospitals," which will be limited to institutions providing medical care to patients and where surgical procedures are performed.

(4) Life support equipment such as a kidney machine or respirator, used to sustain the life of a person.

(5) "Water Pumping Plants", which will be limited to publicly-owned facilities essential to the supply of potable water to a community.

(6) "Sewage Plants," which will be limited to publicly-owned facilities essential to the collection, treatment or disposal of a community's sewage.

(7) Radio and television stations utilized for the transmittal of emergency messages and public information broadcasts related to these procedures.

C. Although these types of customers will be given special consideration from the manual load shedding provisions of this procedure, they are encouraged to install emergency generation equipment if continuity of service is essential. It is known that some of the township fire departments in the more rural parts of Michigan have portable generation equipment available. Maximum use should be made of these facilities. In the case of customers supplied from two utility sources, only one source will be given special consideration. Other customers who, in their opinion, have critical equipment or circumstances, should install emergency battery or portable generating equipment.

D. The Commission will be promptly advised of the nature, time and duration of all implemented emergency conditions and procedures which affect normal service to customers. The Commission may order the implementation of addition procedures or the termination of the procedures previously employed when circumstances so require.

E. As may be appropriate in accordance with the nature of the occurring or anticipated emergency, the Company will initiate the following procedures (C4.2 to C4.5).

(Continued on Sheet No. C-26.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-25.00)

C4.2. Sudden or Unanticipated Short-Term Capacity Shortage

In the event of a sudden decline of the frequency on the system or a sudden breakup which isolates all or parts of the system or power pool from other electric systems with which it is interconnected and which results in the area so isolated being deficient in electric generation, with consequent rapid decline in frequency.

Every effort will be made to maintain at least partial service to the system by means of predetermined load shedding of selected transmission and/or distribution circuits. The Company will make every reasonable effort to provide continuous service to essential health and safety customers.

C4.3. Anticipated or Predictable Short-Term Power Supply Capacity Shortages

A. In the event an emergency condition of short-term duration is anticipated or experienced which cannot be relieved by sources of power supply within or outside the system, the following steps will be taken at the appropriate time and in the order appropriate to the situation:

(1) The internal demand of substations, offices and other premises owned by the Company will be reduced to the largest extent consistent with the maintenance of service.

(2) Service will be interrupted to loads rendered service under Company interruptible tariffs.

(3) Voltage will be reduced not more than six percent.

(4) Voluntary load reductions will be requested of large commercial and industrial customers by procedures established in their respective load management plans.

(5) Voluntary load reductions will be requested of all other customers through appropriate media appeals.

(6) Load shedding of firm customer loads will be initiated. Service so interrupted shall be of selected distribution circuits throughout the Company area. Such interruptions shall be consistent with the criteria established for essential health and safety customers and will, insofar as practicable, be alternated among circuits. Records will be maintained to insure that during subsequent capacity shortages, service interruptions may be rotated throughout the Company service area in an equitable manner.

C4.4. Long-Term Capacity or Fuel Shortage

A. The following actions will be implemented until it is determined by the Company energy suppliers that any or all actions may be terminated. The public will be immediately advised through appropriate media sources of the implementation of these procedures. If an emergency situation of long-term duration arises out of a long-term capacity or fuel shortage in the area which cannot be relieved by sources of generation within or outside the system, the following actions will be taken in the order noted as required:

(1) Curtail use during hours of maximum system demand of non-essential energy on premises controlled by the Company including parking and large area lighting and interior lighting, except lighting required for security and safety, and other uses of energy both during and outside normal business hours.

(Continued on Sheet No. C-27.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-26.00)

C4.4. Long-Term Capacity or Fuel Shortage (Cont.)

(2) Initiate voluntary energy curtailment during hours of maximum system demand of all customers by requesting, through mass communication media, voluntary curtailment by all customers of a minimum of ten percent of their electric use. This use will include lighting, air conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying, and any other loads that can be curtailed or deferred to off peak hours.

(3) Implement procedures for interruption of selected distribution circuits during the period of maximum system demand on a rotational basis in accordance with specified load reduction amounts minimizing interruption to facilities which are essential to the public health and safety. The length of an interruption of any selected circuit should not exceed two hours and the total interruption should not exceed four hours in any 24-hour period without prior notification to the commission.

B. If the above actions are made necessary because of a long-term fuel shortage, they will be continued in the order taken to maintain as nearly as possible a 30-day fuel supply.

C4.5. Emergency Procedures of Wholesale Suppliers

Where appropriate, the emergency procedures will be the same as those placed in effect by the Company's wholesale for resale energy supplier.

C5. SUPPLEMENTAL STANDARDS AND BILLING PRACTICES

A. Equal monthly billing or budget billing

The following supplements the provisions of ***R 460.121.***

(1) Residential customers, commercial customers for which the primary purpose of the service is to provide for residential living, and customers on the small commercial Cg1 rate, regardless of whether their primary purpose is for residential living, may upon request and subject to the approval of the Company, have bills rendered under a budget billing basis.

(2) At the time a customer applies for such billing and also at the completion of each plan year, the Company shall review the customer's usage during the past twelve months and calculate an annual bill based upon the current rates. The total will be divided by twelve to determine the monthly current budget payment. If a full year of experience has not occurred, the Company shall make an estimate of the monthly budget amount. The budget billing service year begins at the point the customer first signs up for budget billing. The budget billing amount is reviewed after six months. Customers may select a periodic plan option or a continuous plan option for budget billing.

(3) Monthly billings shall be in equal amount for the twelve months of the plan unless changes in usage by the customer require adjustment to the monthly amount. The customer will choose either the periodic plan option or the continuous plan option.

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(Continued on Sheet No. C-28.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-27.00)

A. Equal monthly billing or budget billing (Cont.)

(4) Under the periodic plan option, after the sixth month review, the budget amount is adjusted accordingly (if warranted) for months seven to twelve of the budget billing service year. In the twelfth month of the budget billing service year, the customer will be billed the difference between their actual costs during the budget billing service year and their budget billing installments. The customer has the option of paying a debit balance in full or on a deferred basis, or of applying a credit balance against subsequent billings or requesting a refund of the credit balance. The budget amount for the new budget year will then be recalculated. The customer may request to pay their current budget amount and have the under billed or over billed balance rolled into the recalculation of the next budget billing period.

(5) Under the continuous plan option, after the sixth month review, the budget amount is adjusted accordingly (if warranted) for months seven to twelve of the budget billing service year. In the twelfth or settlement month, the customer will be billed their current budget amount and the difference between their actual costs during the budget billing service year and their budget billing installments will be rolled into and made a part of the next budget billing service year's installment.

(6) If the customer contacts the Company, they may request not to have the under billed or over billed balance rolled into the recalculation of the next budget billing period, but to pay the debit balance partially or in full, or applying a credit balance against subsequent billings, or requesting a refund of the credit balance, and to subsequently have the next years budget amount recalculated with the inclusion of any outstanding debit or credit balance.

(7) The monthly bill will show the amount of the current actual amount for service used, the debit or credit balance of the account for service used and payments made since the last bill, and the monthly budget payment due.

(8) The monthly bill shall be payable in the net budget billing amount on or before the specified due date. A late payment charge will be applied to any monthly installment amount outstanding after the specified due date on the bill consistent with the Billing Practices Rules.

(9) A customer may be removed from the budget billing plan upon request. In the next month, the under-billed or over-billed balance will be billed.

B. Payment of bills

The following supplements the provisions of ***R 460.123.***

In the case of those customers voluntarily receiving summary billing service, the Company shall permit each customer 15 calendar days from the date of rendition of each bill for payment in full.

(Continued on Sheet No. C-29.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-28.00)

C. Separate bills/Summary billing service

The following supplements the provisions of ***R 460.119.***

Summary billing service is available to customers with more than one electric service account upon completion and acceptance of an application. Every month, a customer participating in this voluntary service will receive a single bill that summarizes data about each account on one statement. The separate accounts are listed individually on the statement and their sum total is placed on the summary bill. The customer pays the total amount owed on the summary bill account.

D. Guarantee instead of deposit ***for residential customers***

The following supplements the provisions of R 460.112.

Instead of a cash deposit required by these rules, the Company may accept the written guarantee of a customer in good standing of the Company or the guarantee of the Department of Human Services where payment to the Company is the responsibility of the Department of Human Services.

C6. STANDARD NOMINAL SERVICE VOLTAGE , LIMITS AND EXCEPTIONS

C6.1 Secondary Service Voltages

The following supplements the provisions of R460.3702.

The standard nominal secondary service voltages adopted by the Company which are available on the distribution system are as specified in this Section ***C6.1.*** Not all service voltages may be available in all areas and there may be a charge to extend the necessary facilities to the customer, as provided elsewhere in these Rules and Regulations.

A. 120 Volts, Single-phase, Two-wire Service

This service is available for loads not larger than 3,000 watts, and is limited to installations with not more than two branch circuits.

B. 120/240 Volts, Single-phase, Three-wire Service

This service is generally available for a maximum demand not greater than 100 kilowatts. A customer with a demand greater than 100 kilowatts may be served at this voltage at the option of the Company.

C. 208Y/120 Volts, Single-phase, Three-wire Service

This service is available for small loads where three-phase, four-wire 208Y/120 volt distribution facilities exist. The service capacity is generally limited to 100 amperes without specific approval.

(Continued on Sheet No. C-30.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-29.00)

C6.1 Secondary Service Voltages (Cont.)

D. 208Y/120 Volts, Three-phase, Four-wire, Grounded-wye, Combination Single-phase and Three-phase Service

(1) This service is generally available in all territories where the three-phase, primary system presently exists, and where a duplication of facilities would not result.

(2) This service is generally available to a Customer having a demand of at least 100 kilowatts or to a group of customers located on adjacent premises under common ownership if the aggregate demand served from any one point of service is at least 100 kilowatts. Point of service is defined as the point of attachment of the customer-owned service to the Company-owned conductors.

(3) This service is generally available to a Customer having a demand less than 100 kilowatts, provided that the Customer's connected load includes motors of more than five horsepower per motor or the total connected load of all three-phase equipment is 25 kilowatts or more.

(4) This service is the only three-phase service available in areas where the system is a 208Y/120 volt, three-phase, four-wire, secondary system.

(5) The Company may regard this service as special service under Section ***C6.3*** where it is not standard, or at any location where, in its opinion, such an extension would result in duplication of distribution facilities.

(6) At the option of the Company, a Customer that does not meet the requirements of (2) or (3) may be able to obtain 208Y/120 volt, three-phase, four-wire, secondary service as a special service under Section ***C6.3***. Consult the Company.

E. 480Y/277 Volts, Three-phase, Four-wire, Grounded-wye, Combination Single-phase and Three-phase Service

(1) This service is generally available in all territories where the three-phase, primary system presently exists, and where a duplication of facilities would not result.

(2) This service is generally available to a Customer having a demand of at least 100 kilowatts or to a group of customers located on adjacent premises under common ownership if the aggregate demand served from any one point of service is at least 100 kilowatts. Point of service is defined as the point of attachment of the customer-owned service to the Company-owned conductors.

(3) At the option of the Company, a Customer having a demand less than 100 kilowatts, may be able to obtain 480Y/277 volt three-phase, four-wire service as a special service under Section ***C6.3***.

NOTE: Service at 480Y/277 volts for demands less than 100 kilowatts may not be available in all areas. Consult the Company.

(4) The Company may regard this service as special service under Section ***C6.3*** where it is not standard, or at any location where, in its opinion, such an extension would result in duplication of distribution facilities.

(Continued on Sheet No. C-31.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-30.00)

C6.1 Secondary Service Voltages (Cont.)

F. 240 Volts, Three-phase, Power Service

(1) This service voltage is no longer available for new service except, at the option of the Company:

(a) In areas with existing 240 volt, three-phase, secondary distribution facilities which are adequate, and where a duplication of facilities would not result.
(b) For special circumstances where warranted by engineering or economic considerations, as special service as noted in Section ***C6.3*** of this rule.

(2) Where 240 volt, three-phase service existed as of the date of issue of these rules, the Company, at its option, may allow service upgrades at the same location. Such upgrades may be regarded as special service as noted in Section ***C6.3*** of this rule.

G. 480 Volts, Three-phase, Three-wire, Ungrounded Power Service

(1) This service voltage is no longer available for new service except, at the option of the Company, for special circumstances where warranted by engineering or economic considerations, as special service as noted in Section ***C6.3*** of this rule.

(2) Where 480 volt, three-phase, three-wire service existed as of the date of issue of these rules, the Company, at its option, may allow service upgrades at the same location. Such upgrades may be regarded as special service as noted in Section ***C6.3*** of this rule.

C6.2 Primary Voltage Service

A. When entering into a contract to supply primary voltage service, the Company will specify the nominal voltage and its character at which it will serve the customer's load. The customer shall provide a substation of an appropriate size and design. Should the customer later desire to increase the size of his load above that specified in his contract, or change its character, a new contract for primary service will be entered into between the Company and the customer.

B. Rule 460.3702 defines the situations in which voltages outside the limits specified in the rule are not considered a violation. Additionally, the following situations are also not considered a violation of rule R460.3702:

(1) If they arise from normal system operations or conditions necessary to safeguard employees or the general public.

(2) If they arise from equipment failure or temporary separation of parts of the system from the main system.

(Continued on Sheet No. C-32.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-31.00)

C6.3 Special Service

A. The Company shall not be required to furnish service voltages or combinations of service voltages other than those available under these rules.

B. Where special service, power service, a combination of service voltages, or separate lighting and/or power service is requested due to the nature of the customer's loads or operations, the Company may, at its option, supply such special service where:

(1) such service can be reasonably provided by the Company and

(2) the customer pays, in advance of construction and in addition to any line extension costs, the total amount by which the extension of special service(s) exceed the cost of extending the service(s) to which the customer is entitled.

C. Customers having equipment or operations that are sensitive to voltage fluctuations, transients, sags or swells that may affect the performance of certain types of equipment or operations, or that require service conditions that exceed those required for standard retail service, may find it necessary to install, at their own expense, power conditioning equipment or other modifications to protect, mitigate or otherwise provide the type of service needed.

C7. CUSTOMER PROTECTIONS/DATA PRIVACY TARIFF

C7.1 Data Privacy Definitions

A. "Aggregate Data" means any Customer Account Information from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.

B. "Anonymized Data" means any Customer Data, from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.

C. "Contractor" or "Company Agent" means an entity or person performing a function or service under contract with or on behalf of the Company, including, but not limited to customer service, energy management, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing electric service.

D. "Customer" means a purchaser of electricity that is supplied or distributed by a utility for residential or nonresidential purposes.

E. "Customer Account Information" means personally identifiable information including Personal Data and Customer Usage Data. Customer Account Information also includes information received by the Company from the customer for purposes of participating in regulated utility programs, including, but not limited to bill payment assistance, shutoff protection, renewable energy, load management, or energy efficiency.

(Continued on Sheet No. C-33.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-32.00)

C7.1 ***Data Privacy Definitions (Cont.)***

F. ***"Customer Usage Data" [or "Consumption Data"] means customer specific electric usage data, or weather adjusted data, including but not limited to kW, kWh, voltage, var, or power factor, and other information that is recorded by the electric meter for the Company and stored in its systems.***

G. ***"Informed Customer Consent" means, in the case where consent is required: the customer is advised of the (1) data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) process by which the customer may revoke consent. In no case shall silence by the customer ever be construed to mean Informed Customer Consent. Customer consent must be documented and may be in writing, electronically, or through recording of an oral communication and shall remain in effect until withdrawn by the customer.***

H. ***"Personal Data" [or "Personally Identifiable Information"] means specific pieces of information collected or known by the Company that can be used to identify or trace to a specific individual and that merit special protection including, but not limited to, the standard types of positive identification information used to establish an account. Personal Data [Personally Identifiable Information] includes, but is not limited to, name, address, birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver's license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.***

I. ***"Primary Purpose" means the collection, use, or disclosure of information collected by the Company or supplied by the customer where there is an authorized business need or emergency response in order to: (1) provide, bill, or collect for, regulated electric service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized in the Company's approved tariff or; (4) plan, implement, or evaluate, energy assistance, energy management, renewable energy or energy efficiency programs by the Company or under contract with the Company, under contract with the Commission, or as part of a Commission-authorized program conducted by an entity under the supervision of the Commission, or pursuant to state or federal statutes governing energy assistance.***

J. ***"Secondary Purpose" means any purpose that is not a Primary Purpose.***

K. ***"Standard Usage Information" means the usage data that is made available by the electric utility to all similarly situated customers on a regular basis, delivered by the electric utility in a standard format.***

L. ***"Third-party" means a person or entity that has no contractual relationship with the Company to perform services or act on behalf of the Company.***

M. ***"Weather Adjusted Data" means electric consumption data for a given period that has been normalized using a stated period's heating or cooling degree days.***

N. ***"Written Consent" means a signed form with the customer's signature received by the Company through mail, facsimile, or email.***

(Continued on Sheet No. C-34.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-33.00)

C7.2 Collection and Use of Data and Information

A. The Company, its Contractor or Company Agent collects Customer Account Information as necessary to accomplish Primary Purposes only. Informed Customer Consent is NOT necessary for Primary Purposes.

B. Informed Customer Consent is necessary before collection or use of Customer Account Information for a Secondary Purpose.

C. The Company will not sell Customer Account Information, except in connection with sales of certain aged receivables to collection firms for purposes of removing this liability from its accounts, unless it receives Informed Customer Consent.

C7.3 Disclosure Without Customer Consent

A. The Company shall disclose Customer Account Information when required by law or Commission requests or rules. This includes law enforcement requests supported by warrants or court orders specifically naming the customers whose information is sought, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.

B. ***Informed Customer Consent is not required for the disclosure of customer name and address to a provider of a value-added program or service, regardless of whether that provider is a utility affiliate or other entity within the corporate structure, or to a value-added program or service competitor, in compliance with MCL 460.10ee(10)(a) and Mich Admin Code, R 460.10109(2). Shared information (beyond a customer list) will remain encrypted during both transfer and storage. Customer list information will be password protected at no charge. The Commission will not be receiving or retaining any shared information on its website.***

C. Informed Customer Consent is not required for the disclosure of Aggregated Data.

C7.4 Disclosure to Company Agents and Contractors

A. The Company shall disclose only the necessary Customer Account Information to Company Agents and Contractors working on behalf of the Company for Primary Purposes and any other function relating to providing electric service without obtaining Informed Customer Consent.

B. Contracts between the Company and its Company Agents or Contractors specify that all Company Agents and Contractors are held to the same confidentiality and privacy standards as the Company, its employees, and its operations. These contracts also prohibit Company Agents or Contractors from using any information supplied by the Company for any purpose not defined in the applicable contract.

(Continued on Sheet No. C-35.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-34.00)

C7.4 ***Disclosure to Company Agents and Contractors (Cont.)***

C. ***The Company requires its Company Agents and Contractors who maintain Customer Account Information to implement and maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These data security procedures and practices shall be designed to protect the Customer Account Information from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contactor or Company Agent shall meet or exceed the data privacy and security policies and procedures used by the Company to protect Customer Account Information.***

D. ***The Company requires Company Agents and Contractors to return or destroy any Customer Account Information that it maintained and that is no longer necessary for the purpose for which it was transferred.***

E. ***The Company maintains records of the disclosure of customer data to Company Agents and Contractors in accordance with Company record retention policies and Commission rules. These records include all contracts with the Company Agent or Contractor and all executed non-disclosure agreements.***

C7.5 ***Customer Access to Data***

A. ***The customer has a right to know what Customer Account Information the Company maintains about the customer. The Company shall not provide data to a customer which the Company considers proprietary or used for internal Company business. The Company will make a reasonable effort to respond to requests for this information within 14 calendar days of being contacted by the customer.***

B. ***The Company will provide to customers upon request, a clear and concise statement of the customer's actual energy usage, or weather adjusted consumption data for each billing period during the last twelve months, or both. The Company will notify customers at least once each year that customers may request energy usage, or weather adjusted consumption data or both.***

C. ***A customer may request their consumption data by simply calling Customer Service at 800-242-9137 or by requesting such information online at the Company's website at uppermichiganenergy.com. Upon positive verification, the information will be provided by the end of the following business day.***

D. ***Customers have the opportunity to request corrections or amendments to Customer Account Information that the Company maintains.***

E. ***Customers have the right to share their own Customer Account Information with third parties of their choice to obtain services or products provided by those third parties. These services or products may include, but are not limited to, in-home displays, or energy audits.***

(Continued on Sheet No. C-36.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-35.00)

C7.5 ***Customer Access to Data (Cont.)***

F. ***A customer may request that his or her Customer Account Information be released to a third party of the customer's choice. Such requests may be obtained by calling Customer Service at 800-242-9137, or by requesting such on-line at the Company's website uppermichiganenergy.com. Once the Company obtains Informed Customer Consent from the customer, the Company shall release the requested customer account data to the third party by the end of the following business day. The Company will provide the requested data in a readily accessible format, including but not limited to Excel, PDF, or Word.***

The Company is not responsible for loss, theft, alteration, or misuse of the data by third parties or customers after the information has been transferred to the customer or the customer's designated third party.

G. ***Fulfilling certain requests for data in accordance with the provisions of this tariff is consistent with the provision of normal utility service to customers. When the data requested is Standard Usage Information, the request will be fulfilled without charge. Some requests for information extend beyond Standard Usage Information. Fulfilling these requests requires special data processing that is not a part of normal utility service and results in expenses that would not otherwise be incurred. Such requests are fulfilled at the discretion of the Company within the parameters of this Customer Data Privacy tariff. The costs of fulfilling any special requests shall be borne solely by the customer, or third party if deemed appropriate, and be based on the specifics of the data request and the associated costs of developing, processing, and transmitting the requested data.***

C7.6 ***Customer Notice of Privacy Policies***

A. ***New customers receive a copy of the privacy policy upon the initiation of utility service from the Company. Existing customers receive a copy of the privacy policy once per year by whatever method is used to transmit the bill and whenever the privacy policy is amended.***

B. ***Notice of the Company's privacy policies will be made available and is prominently posted on the Company's website. The notice includes a customer service phone number and Internet address where customers can direct additional questions or obtain additional information.***

C7.7 ***Limitation of Liability***

A. ***The Company and each of its directors, officers, affiliates, and employees that disclose Customer Information, Customer Usage Data, Personal Data or Aggregated Data to Customers, Company Agents, or Contractors, as provided in this tariff, shall not be liable or responsible for any claims for loss or damages resulting from such disclosure.***

COMPANY RULES AND REGULATIONS

Reserved for Future Use

SECTION C – WPSC RATE ZONE
COMPANY RULES AND REGULATIONS

C1. STANDARD RULES & REGULATIONS – INTRODUCTION **RIM**

SECTION I. INTRODUCTION

These rules and regulations set forth the terms and conditions under which electric service will be provided by the company. They shall apply to all classes of service and shall govern the terms of all contracts for such service except that the company reserves the right to enter into special contracts subject to the general regulations of the Michigan Public Service Commission. Failure of the company to enforce any of the terms of these rules and regulations shall not be deemed as a waiver of the right to do so.

Any promises or agreements made by agents or employees of the company which are not in conformance with these rules and regulations, nor with the terms of special contracts executed by authorized representatives of the company, shall not have binding effect on the company.

No ownership rights in any facilities provided by the company shall pass to any person as a result of any contribution or deposit made under these rules. No deposits or contributions made by customers shall be refundable unless expressly so provided in these rules.

Copies of the company's rules and regulations and rate schedules for electric service, as filed with the Michigan Public Service Commission are available upon request.

COMPANY RULES AND REGULATIONS

C2. STANDARD RULES & REGULATIONS – GENERAL **RVIM**

SECTION II. GENERAL

1. DEFINITIONS OF CUSTOMERS – ELECTRIC

a. Residential Customer
A residential customer is defined to include customers using single phase service for domestic purposes as permitted in the electric service rules.

b. Commercial and Industrial Customer
A commercial and industrial customer is defined to include each separate business enterprise, occupation, or institution occupying any unit or units of space, such as an entire building, floor, suite of rooms, or a single room, and using energy for any purposes permitted in the electric service rules.
1) Where the total demand does not exceed 1000 Kw for three consecutive months within each 12-month period, the customer shall be classified as a Small Commercial and Industrial Customer.
2) Where the total demand equals or exceeds 1000 Kw for three consecutive months within each 12-month period, the customer shall be classified as a Large Commercial and Industrial Customer.

2. DETERMINATION OF DEMAND

a. The demand used for billing purposes shall be the greatest 15-minute integrated load observed or recorded during the month, subject to modifications as set forth in the applicable rate schedule.

b. In case "a" cannot be readily determined, the company may assess the demand on the basis of the manufacturer's rating of the connected load. The Kw assessment shall be as follows:
Lighting: 50% of First 10 Kw
30% of Excess Kw, Plus Other Loads:
First 10 HP at 90% X .746
Next 10 HP at 70% X .746
Next 30 HP at 60% X .746
Excess HP at 50% X .746

c. In case "a" or "b" cannot be determined, the company may use a demand equal to:
40% of Instantaneous Peak Load in Kw, Or,
50% of One-Minute Peak Load in Kw, Or,
75% of Five-Minute Peak Load in Kw

3. LOAD BALANCE
Unless conditions created by the company result in a greater unbalance, the customer shall keep his load distributed so as not to unbalance the current per phase greater than 10% and shall use all reasonable precautions to reduce load surges to a minimum.

4. POWER FACTOR
The average monthly power factor shall be determined monthly at the option of the company by instruments designed to record power factor graphically, by the use of the reactive component meter which records only lagging reactive kilovolt ampere hours or by other suitable instruments. When a reactive component meter is used, the monthly average power factor shall be calculated from the monthly use of kilowatt hours "A" as obtained from the integrating watt hour meter and the monthly use of lagging kilovolt ampere hours "B" as obtained from the reactive component meter by the following formula: Monthly Average Power Factor Equals "A" Divided by the Square Root of (A Squared Plus B Squared).

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COMPANY RULES AND REGULATIONS
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C2. STANDARD RULES & REGULATIONS – GENERAL **RVIM**

5. VOLTAGE REGULATION
The voltage regulation shall be within the limits prescribed by the state regulatory commission.

6. EMERGENCY SERVICE
Where emergency systems in buildings are so wired as to require a separate meter, the energy so metered will be combined with that of the main meter for billing purposes. Emergency systems are systems supplying power and illumination essential for safety to life and property where such systems or circuits are legally required by municipal, state, federal, or other codes, or by any governmental agency having jurisdiction. Emergency illumination shall include all required exit lights and all other lights specified as necessary to provide sufficient illumination.

7. COMBINED METERING
If, for its own convenience, the company provides more than one transformer setting or point of delivery, service may be metered at the several locations, and the total of such metering shall be billed as if it were metered at one location.

8. DUAL VOLTAGES
If customer requires service at a special voltage or at dual voltages, or requires two or more transformer settings or points of delivery on one premise, the customer shall furnish and maintain the additional equipment required; but if the company has provided the additional facilities without additional charge, metering shall be done at the company's supply line voltage without discount for losses.

9. BILLING FOR FRACTIONAL MONTH'S ELECTRIC SERVICE
When a customer's use of service is for a fractional month, the company will, unless specific provision would conflict, prorate the bill for the period on the following basis:

a. Block Type Rates
1) Initial Bills
a) 10 days or less - Include consumption in next billing.
b) 11 days to 24 days inclusive - Prorate on daily basis.
c) 25 days to 35 days inclusive - Bill as one month.
d) Over 35 Days - Prorate on a daily basis.

2) Pick-Up Billing
a) 25 to 35 days inclusive - Bill as one month.
b) All others - Prorate on daily basis.

3) Final Bills
a) 25 to 35 days inclusive - Bill as one month.
b) Zero use for period up to and including 20 days - No bill.
c) All others - Prorate on a daily basis.

b. Demand Type, Street Lighting, and Outdoor Lighting
Prorate part-month bills on a daily basis.

c. Temporary Customers
Customers whose total length of service is less than 30 days - Bill as one month.

d. Annual Minimums
Prorate part year on a monthly basis.

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COMPANY RULES AND REGULATIONS
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C2. STANDARD RULES & REGULATIONS – GENERAL **RVIM**

10. PAYMENT OF BILLS

a. Bills are due and payable not later than the due date shown on each bill. The due date indicated will be approximately 21 days after issuance of the bill.

b. Minimum Payment Option (MPO): This option is available for residential customers who are faced with disconnection of utility service because of past-due utility bills. Customers will be given an option to pay a percentage of the total bill (arrearage and current bill) to avoid disconnection of service. The percentage will begin at 30% for the first disconnection notice due in the April billing cycle. It may increase or decrease for subsequent billing cycles by up to 10% for each succeeding month, but at no time will it exceed 60% of the balance as the minimum amount. If the customer pays the minimum payment option, and the following month the arrears still fall within the disconnection parameters, the customer will be given this minimum payment option again.

The MPO will only be available for the April through September billing cycles. Other payment options include full payment and deferred payment arrangement.

11. LATE PAYMENT CHARGE

The Company may assess a late payment charge not in excess of 2%, not compounded, of the bill, net of taxes, which is delinquent. ***A late payment charge will not be assessed against a residential customer whose payments are made by the Department of Health and Human Services or who is participating in a shutoff protection program as described in the Consumer Standards and Billing Practices for Electric and Natural Gas Service (R460.101-460.169).*** Other specific features of this late payment charge application include:

Closed Accounts - Late payment charges will be assessed monthly on unpaid balances for closed accounts. Assessment of charges will continue for three monthly billing cycles after the account is closed or until the point of write-off, whichever comes first.

Budget Billing Plan - Customers under the budget billing plan will be assessed a late payment charge on the unpaid utility budget arrears balance and not the accumulated actual utility balance. If a customer is removed from the budget billing plan, the actual utility bill balance will be subject to late payment charges. Exceptions to this provision may occur during the last three months of the budget plan when the set-aside budget balance could be a credit and exceed the monthly budget amount. In this case, the late payment charge would not be applied.

Payment Arrangements - Customers who have arrangements with WPSC to pay past-due balances will be exempted from late payment charges.

12. DISTRIBUTION SERVICE

Distribution service means the providing of services related to the delivery of power within the Company's electric service territory to customers.

13. POWER SUPPLY SERVICE

Power Supply Service means the providing of generation and transmission and associated ancillary services to a customer. Customers may obtain these services from an Alternative Electric Supplier or from the Company. When obtained from the Company, the optional Power Supply charges contained in the applicable tariff will be applied. These costs include the costs of both the production and/or purchase of electric generation as well as the costs to transport power over the transmission system billed by the American Transmission Company and the Midwest Independent System Operator.

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COMPANY RULES AND REGULATIONS
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C2. STANDARD RULES & REGULATIONS – GENERAL **RVIM**

14. BUDGET BILL PLAN

a. Definition: The Budget Billing Plan distributes the estimated annual payments required into equal amounts over a 12-month period to lessen the impact of large bills incurred in a few consecutive months.

b. Availability: The Budget Billing Plan is available to all prospective and existing year-round residential customers and small commercial customers with annual charges not exceeding $12,000. A budget payment plan may be established at any time of the year.

c. Budget Amount and Administration: The monthly budget amount shall be calculated by the Company on the basis of the estimated consumption and estimated applicable rates through the end of the budget year. A budget year begins with the customer's first bill on the budget plan and ends after 12 months.
An applicant for a budget plan shall be informed at the time of application, that budget amounts shall be reviewed and changed every six months, if necessary, in order to reflect current circumstances. Adjustments to the budget amount will be made with the objective that the customer's underbilled or overbilled balance in the 12th month of the budget year shall be approximately equal to one-month's budget amount.

Customers on the budget payment plan shall be notified of adjustments through either a bill insert or message on the bill. When an adjustment is made to a budget payment amount, the customer will be informed of the adjustment at the same time the bill containing the adjustment is rendered.

Customers who have arrearages shall be allowed to establish a budget payment plan by signing a deferred payment agreement for the arrears. The deferred payment amount is not subject to the late payment charge. In addition, if a budget payment is not paid, a late payment charge will be assessed and the customer shall be notified with the next billing that if proper payment is not received subsequent to this notification, the next regular billing may effectuate the removal of the customer from the budget and reflect the appropriate amount due.

At the end of the budget year, if an underbilled or overbilled balance exists in a customer's account, the balance shall be handled as follows:

1) A residential customer's debit balance will be consolidated into the new budget amount or, at the customer's option, will be paid in full or on a deferred basis.

2) A non-residential customer's debit balance will need to be paid in full.

3) A customer's credit balance will be applied against the customer's account or, at the customer's option, a refund will be made or it will be consolidated into the new budget amount. If a customer has a credit balance of more than $10 at the end of the program year, upon the request of the customer, the utility shall return the credit balance.

d. Determination of Budget Amount: The regular budget amount is determined by taking the actual energy related bill amount and dividing this by the number of billing days in the period to get average cost per day. This average cost per day is then multiplied by 30 to determine a monthly amount. The monthly amount may be multiplied by a multiplier for rates and a multiplier for weather.

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C2. STANDARD RULES & REGULATIONS – GENERAL **RVIM**

e. Billing Method: The difference between actual service used and the budget amount is calculated monthly during the budget year. The adjustment may be a charge or credit to make the amount due for current service, including yard lighting, equal to the budget amount. The adjustment is printed on all bills during the customer's budget year.

All budget accounts are billed as scheduled each month. The readings are estimated if an actual reading is not obtained. The adjustment to any "late cycle" billing of budget accounts is made equal to the amount of the billing, since the budget amount has already been billed.

The difference between the actual billing and budget amount (the adjustment) is accumulated each month as "not due". The not due balance, including the current adjustment, is printed at the bottom of the bill and may be a charge or credit.

The amount remaining as "not due" is applied to the bill due at the end of the customer's budget year unless the customer discontinues service before that time or the budget is canceled. If the budget amount is accurate, the weather is normal, and there are no rate or tax changes, the balance should be roughly equal to the budget amount. The "not due" balance is applied to the final bill if the customer discontinues service.

15. PREFERRED DUE DATE BILLING SERVICE

a. Available to residential, farm and small commercial and industrial customers. Commercial and Industrial customers with annual charges exceeding $120,000 will be limited to choosing a bill due date that is within 21 days after billing.

b. Upon request by a customer, the company will set the electric service bill due date as requested by the customer. The customer can choose the following options for their bill due date:

1) Same business day of each month (i.e., 3rd business day of each month); or
2) Same calendar day of each month (i.e., 3rd day of each month). For months when the selected calendar day falls on a holiday or weekend, the bill shall be due the next business day; or
3) 10, 15, or 20 days from the bill mail date.

c. Customers will be removed from the Preferred Due Date Billing Service if payment is not received by the date of the billing of the 2nd billing cycle. Customers can return to the Preferred Due Date Billing Service upon working out payment arrangements with the company.

d. Except as provided for in Paragraph 14.f., customers using this service are not subject to a bill due date as specified in Rule 16.

e. Once a Preferred Due Date is selected, customers may change their Preferred Due Date only once per calendar year.

f. Except as provided by the Preferred Due Date Billing Service, all other practices relating to the Discontinuation of Service will be provided in accordance with the Consumer Standards and Billing Practices for Electric and ***Natural*** Gas Service, and the Services Supplied by Electric Utilities.

COMPANY RULES AND REGULATIONS

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

SECTION III. TERMS AND CONDITIONS OF SERVICE

1. ELECTRIC SERVICE

Each applicant for electric service may be required to sign the company's "Application for Electric Service." Acceptance of service, with or without a signed application, shall be subject to compliance with the terms of the standard rules and regulations and rate schedules as filed with the Commission.

2. OWNERSHIP AND RESPONSIBILITY

a. Company-Owned Facilities

The company will normally install, own, operate, and maintain all distribution facilities on the supply side of the point of attachment as shown on the company's standard drawings, including metering equipment. All service entrance conductor wiring, from a point of connection to the company's service line at a location satisfactory to the company, shall be the responsibility of the customer. If building modifications hinder access to metering facilities, create a hazardous condition, or cause a violation of code, the customer will be responsible for all costs incurred to correct these conditions.

1) Access to Premises

The customer shall provide, at no expense to the company, suitable space with provisions for installation and maintenance of the company's facilities on the customer's premises. Authorized agents of the company shall have access to the premises at all reasonable times for construction, operation, maintenance, removal or inspection of the company's facilities, or to inspect the customer's facilities or measure the customer's load. Failure to provide access for any of the above reasons may result in termination of service.

Upon customer request, authorized agents of the company shall verify that they represent the company by one or more of the following ways:

a) Phone call to the company's office for verification of his name and job assignment.

b) Company vehicle with both company insignia and identifiable colors or other identification signs.

c) Company uniform with company logo prominently displayed.

d) Official company identification card.

2) Use of Facilities

The company will not allow use of its poles or other facilities by others for installations or attachments of any kind without written authorization from the company. This includes, but is not limited to, electrical or communication equipment, lights, signs and fences. The company assumes no liability for property owned by others attached to its facilities. Unauthorized attachments to company facilities may be removed by the company.

3) Protection

The customer shall use reasonable diligence to protect the company's facilities located on the customer's premises and to prevent tampering or interference with such facilities. The company may discontinue service in accordance with any applicable rules of the Michigan Public Service Commission in case the meter or wiring on the customer's premises has been tampered with or altered in any manner to allow unmetered or improperly metered energy to be used.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-106.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

3) Protection (Cont.)
In case of such unauthorized use of service, the company will continue service only after the customer has agreed to pay for the unmetered energy used, pay all costs of discovery and investigation, including rewards for discovery, and make provisions and pay charges for an outdoor meter installation or other metering changes as may be required by the company. Failure to enter into such an agreement or failure to comply with the terms of such an agreement shall be cause to discontinue service in accordance with any applicable rules of the company or Commission. Restoration of service will be made upon receipt of reasonable assurance of the customer's compliance with the company's approved standard rules and regulations.

b. Customer-Owned Facilities
The company reserves the right to deny or terminate service to any customer whose wiring or equipment shall constitute a hazard to the company's equipment, or interferes with service to others, or fails to meet code requirements. However, the company disclaims any responsibility to inspect the customer's wiring, equipment, or any subsequent wiring changes or modifications, and shall not be held liable for any injury or damage or billing errors resulting from the condition thereof.

1) Before purchasing equipment or installing wiring, it shall be the customer's responsibility to check with the company as to the characteristics of the service available. The customer shall be responsible for inadequate performance of such facilities. Any changes required to bring customer's service into compliance with code will be paid for by customer. The company reserves the right to make reasonable service charges for work performed by company personnel resulting from malfunction of the customer's facilities.

2) The customer shall be responsible for notifying the company of any additions to or changes in the customer's equipment which might exceed the capacity of the company's facilities or otherwise affect the quality of service. The customer shall also be responsible for the installation of auxiliary or standby equipment and of alarms and protective devices as required to provide reasonable protection in the event of disturbance or interruption of electrical service. The customer shall install and maintain the necessary devices to protect his equipment against service interruptions and other disturbances on the company's system, as well as the necessary devices to protect the company's facilities against overload caused by the customer's equipment. Characteristics and installation of all such equipment or devices shall meet the approval of the company.

3. USE OF SERVICE
Each customer shall, as soon as electric service becomes available, purchase from the company all electric energy used on the premise and shall become liable for all charges incurred in the purchase of said electrical energy from the company. Standby and/or supplemental on-site generation may be utilized only if approved by the company and properly connected so as to prevent parallel operations with the company's system.

a. Notice of Intent

1) Application
Prior to use of electric service, each customer shall make proper application to the company and shall furnish all reasonable information required by the company. Failure to comply with this requirement may result in refusal by the company to provide service.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-107.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

1) Application (Cont.)
Any customer using service without first notifying and enabling the company to establish a beginning meter reading may be held responsible for any amounts due for service supplied to the premises from time of last reading reported immediately preceding his occupancy.

2) Termination
Any customer desiring termination of service shall so notify the company a minimum of three (3) working days in advance so the service may be discontinued on a mutually agreeable date. Customers failing to give proper notice of intent to vacate the premises may be held responsible for use of service until a meter reading acceptable to the company is obtained.

b. Conditions of Use
The customer shall not use the service in any way that causes a safety hazard, endangers the company's facilities, or disturbs service to other customers. Failure to comply with this provision may result in discontinuance of the customer's service.

Customer shall install only such motors or other apparatus or appliances as are suitable for operation with the character of the service supplied by company, and electric energy must not be used in such a manner as to cause detrimental voltage fluctuations or disturbances in company's distribution system.

c. Non-standard Service
Customers shall be liable for the cost of any special installation necessary to meet particular requirements for service at other than standard voltages or for the supply of closer voltage regulation than required by standard practice.

The usual supply of electric service shall be subject to the provision of Michigan Public Service Commission rules, but where special service/supply conditions or problems arise for which provision is not otherwise made, the company may modify or adapt its supply terms to meet the peculiar requirements of such case.

The company reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of contract, minimum bills, or other service conditions with respect to customers whose establishments are remote from the company's existing suitable facilities, or whose service requirements exceed the capabilities of the company system in the area, or otherwise necessitate unusual investments by the company in service facilities, or where the permanence of the service is questionable.

d. Resale of Electric Energy
Customers shall not resell to, or share with others, any electric service furnished by the company under the terms of its filed rate schedules not applicable to such resale of energy, unless otherwise authorized by the Michigan Public Service Commission.

e. Service to Single Metering Points
Where resale of electric service exists, the company will be under no obligation to furnish or maintain meters or other facilities for the resale of service by the reselling customer to the ultimate user.

Electric service will no longer be granted where connection is made to a single metering point for the purpose of resale to the reselling customer's ultimate user. Where for economic reasons a single metering point serves renter(s), rent inclusion, defined as the furnishing of electric service as an incident to tenancy with the charge therefore being included in the rent without identification, is permitted.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-108.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

f. Point of Attachment

Where suitable service is available, the company will install service connections from its distribution lines to a suitable point of attachment on the customer's premises designated by the company. Where the customer requests a point of attachment other than that specified by the company, and such alternative point of attachment is approved by the company, the cost of installing additional intermediate supports, wires, or fixtures necessary to reach the point of attachment requested by the customer, shall be borne by the customer.

Should it become necessary for any cause beyond the company's control to change the location of the point of attachment of service connections, the entire cost of any changes in the customer's wiring made necessary thereby shall be borne by the customer.

A Service connection will not be made unless the customer has installed his service entrance facilities in compliance with code requirements and specifications set forth by the company.

The customer may be required to provide, at no expense to the company, space for company facilities on the customer's premises.

For overhead service, the location of the point of attachment must be such that the company's service conductors can be installed without attachment to the building in any other locations.

For underground service, the point of attachment may be on the building, meter pedestal, or other agreed point.

Service will be provided to meter poles for farm service or other service where more than one structure is to be supplied from a single meter. The customer shall be required to install a disconnect switch on the pole at his own expense in accordance with company specifications.

g. Service to House Trailers, Vans, Buses, Used as Dwelling Units

To be considered as permanent, house trailers, vans, or buses used as dwelling units shall meet the following requirements:

1) Mounted on a permanent foundation so that it cannot be readily moved to a new location.

2) Have its own well, or be connected to a central water system, or have an executed contract for such well or connection.

3) Have its own septic system or be connected to a central sewer system.

4) Have electrical wiring that meets the requirements of regulatory electrical codes.

For permanent house trailers, vans, or buses used as dwelling units, the company will make service connections at an appropriate structure adjacent to the house trailer, van, or bus without special charges, except as specified herein under Section III.

If the above conditions are not met, such installation and service facilities shall be considered to be "Temporary Service" as applicable under Section III., 3., b.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-109.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

4. NATURE AND QUALITY OF SERVICE

The company will endeavor to, but does not guarantee to, furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits.

The company shall not be liable for interruptions in the service, phase failure or reversal, or variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the company's control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following:

Acts or omissions of customers or third parties; operation of safety devices, except when such operation is caused by the negligence of the company; absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, facilities or equipment when the company has carried on a program of maintenance consistent with the general practices prevailing in the industry; act of God, war, action of the elements, storm or flood, fire, riot, labor dispute or disturbances; or the exercise of authority or regulation by governmental or military authorities.

The customer shall be responsible for giving immediate notice to the company of interruptions or variations in electric service so that appropriate corrective action can be taken.

The company reserves the right to temporarily interrupt service for construction, repairs, emergency operations, shortages in power supply, safety, and state or national emergencies and shall be under no liability with respect to any such interruption, curtailment, or suspension.

5. METERING AND METERING EQUIPMENT

The customer shall provide, free of expense to the company and close to the point of service entrance, a space suitable to the company for the installation of the necessary metering equipment. The customer shall permit only authorized agents of the company or other persons lawfully authorized to do so, to inspect, test, or remove the same. If the meters or metering equipment are damaged or destroyed through the neglect of the customer, the cost of necessary repairs or replacements shall be paid by the customer.

The company reserves the right to make final decision with respect to methods and equipment used in measurement of loads for billing purposes.

a. Meter Testing

All testing of metering equipment will be done by qualified personnel, either company employees or by independent agents, meeting the requirements of both the company and the Commission. The company may, at its option, either conduct field tests on the customer's premises or remove metering equipment for shop testing.

1) Routine Tests

The company will, through test procedures approved by the Commission, endeavor to maintain its metering equipment within the accuracy limits prescribed by the Commission.

In-service self contained single phase and 3 wire network meters will be tested with the company's Wisconsin meters under a statistical sample test plan as specified in the following sections of the Wisconsin Administrative Code:

"PSC 113.518 Statistical sample testing plan for in-service, self-contained, single phase, and 3-wire network meters."

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C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

"(1) The statistical sample testing plan described in pars. (a)-(e) may be used for testing self-contained, single phase and 3-wire network meters without demand or electronic registers or pulsing devices in place of the periodic testing requirements of s. PSC 114.51, if the commission authorizes the adoption of the plan by a utility."
"(a) All extended range, surge proof designed meters shall be divided into homogeneous groups based on meter design features and age. The groups shall be further divided into lot sizes categorized by manufacturer, type, serial number, group size or load duty cycle with lot sizes containing a minimum of 301 meters and a maximum of 22,000 meters. The number of lots or lot composition and size may be changed at the end of the sample testing year to allow for increasing or decreasing analysis of accuracy testing requirements on any segment of meters in any lot."
"(b) Annually, from each of the assembled lots, a coded sample size specified in Table A-2, Inspection Level IV, page 4 of Military Standard 414, (MIL-STD-414) dated 11 June 1957 and a corresponding actual sample size as shown on Table B-3, page 45, (MIL-STD-414), shall be randomly selected for testing and analysis purposes. Each meter in the lot sample shall be provided with a full load and light load test for accuracy at unity power factor, as specified under s. PSC 113.40 (1)(c). A separate statistical analysis shall be performed on each lot sample at each of these 2 load ranges."

"In selecting meters to be included in the required sample, a limited number of meters found to be defective as defined below may be removed from the sample and replaced with the next meter in the same lot identified by the random selection process for that lot:

(1) "Any meter found to be not registering (stopped) at either the full load or light load test point may be removed and replaced.
(2) "Not more than two meters found to be registering less than 95 percent or more than 105 percent at either full load or light load test point may be removed and replaced.

"The number of defective meters removed under this rule from the initially selected sample for any test lot and nature of the defects shall be reported to the commission with the annual summary report required under s. PSC 113.23(4)."

"(c) The statistical analysis calculations for both the full and light load accuracy results from the sample lot tests shall be made following the example outlined on page 43 of MIL-STD-414 with the upper and lower specification limits, U and L designated at 102% and 98% respectively. The test criterion for acceptance or rejection of each lot shall be by the Standard Deviation Method, Double Specification Limit with an Acceptable Quantity Level (AQL) of 1.00 for the full load analysis and 4.00 for the light load analysis (both normal inspection) as shown on Table B-3, page 45 of MIL-STD-414."

"(d) A lot shall be deemed acceptable for continued use if the total estimated percent defective (P) is less than the appropriate maximum allowable percent defective (M) as determined from Table B-3, page 45 of MIL-STD-414, following the procedure of par. (c) for both the full load and light load analysis test points at the respective designated Acceptable Quality Levels. All of the meters in the accepted lot may be retained in use without further accuracy adjustments and will be concluded to have the accuracy characteristics specified in s. PSC 113.40 (1) (c). Meters in the sample lot may be adjusted for acceptable accuracy as required or maintained as necessary and returned to the lot."

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"(e) A lot shall be deemed unacceptable and rejected for continued use if the total estimated percent defective (P) is greater than the appropriate maximum allowable percent defective (M) as determined from Table B-3, page 45 MIL-STD-414, following the procedure of par. (c) for both the full load and light load analysis test points at the respective designated Acceptable Quality Levels on any 2 annual sample testing analysis years for the lot or any meters in the lot. All meters in a rejected lot shall be provided with an appropriate test within a period of 48 months from the date of completion of the sample analysis and all the meters tested in the rejected lot shall be adjusted to the accuracies specified in s. PSC 113.40 (1) (c). Annual statistical sample testing shall be terminated during the period when all of the meters in a rejected lot are being provided with a test and accuracy adjustment."

"(f) All meters in any lot may be tested and adjusted for proper accuracy over a 48 month period at the discretion of the utility without a sample analysis determination specifying the lot test is necessary."

"PSC 113.40 Accuracy of watthour meters."

"(1) Watthour meters used for measuring electrical quantities supplied to customers shall:"

"(c) If they are designed for use on alternating current circuits, be accurate to within plus or minus 1.0% at 2 unity power factor loads, one equal to approximately 10% and the other approximately 100% (plus or minus 10%) of the reference test current; and shall register correctly within 2.0% plus or minus at a power factor of approximately 50% lagging and at a load between 75% and 100% of the reference test current of the meter. For self-contained meters the reference test current shall be the ampere or test ampere rating of the meter, whichever is shown on the nameplate. For meters used with current transformers the reference test current shall be the test-ampere rating of the meter or the secondary rating of the current transformers."

"Metering Equipment Records"

"(1) A test record shall be made whenever a unit of metering equipment is tested and such shall be retained until a superseding test, but not less than two years or as may be necessary to comply with service rules regarding refunds on fast meters. This record shall show information to identify the unit and its location; equipment with which the device is associated; the date of test; reason for the test; readings before and after the test; a statement as to whether or not the meter "creeps" and in case of creeping, the rate; a statement of "as found" and "as left" accuracies sufficiently complete to permit checking of the calculations employed; indications showing that all required checks have been made; a statement of repairs made, if any, and identification of the testing standard and the person making the test. Test results from automatic testing equipment need not show the detail of the calculations employed."

"(2) Each utility shall keep a record for each unit of metering equipment showing when the unit was purchased; its cost; utility's identification; associated equipment; essential name-plate data; dates of the last two tests; results of the last "as found" and "as left" tests unless separate records are kept of each test for each unit; and locations where installed with dates of installation and removal. These records shall be maintained for the life of the meter or as may be necessary to comply with service rules regarding refunds on fast meters."

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C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

2) Tests Requested by Customer
Tests of individual meters will be made upon request of the customer with payment of a meter test fee in advance of test. The company reserves the right to refuse to test any meter upon request more frequently than once in six (6) months. If such test reveals meter registration of more than 102% of that of the test equipment, the charge will be refunded and a billing adjustment made. If meter accuracy is found to be within the plus or minus two percent (2%) accuracy range, the charge will not be refunded and a billing adjustment will not be required. If such test reveals meter registration of less than 98% of that of the test equipment, the charge will be billed. When it appears that there may be sufficient reason to question meter accuracy (for example, a marked increase in metered consumption without a corresponding change in a customer's living or working patterns or in the number and kind of appliances or equipment in use on the customer's premises), the company may waive the meter test charge or it may install a second meter, at no charge to the customer, to provide check readings.

3) Failure to Register
When a meter has stopped, or has failed to register all of the energy used, the company will make a charge to the customer for the energy estimated to have been used.

b. Location of Meters
Meters for all single-family residential service will be installed outdoors. Meters for other services may be installed outdoors if they are located so they are protected from traffic and are readily accessible for reading and testing. Meters which must be protected from inclement weather, while being serviced or tested, shall be located indoors or in a suitable housing where such work can be performed. Meters located indoors shall be as near as possible to the service entrance, in a clean, dry place, reasonably secure from injury, not subject to vibration, and readily accessible for reading and testing.

In cases of multiple buildings, such as two-family flats or apartment buildings, if the meters are installed indoors, they shall be located within the premises served or at a common location readily accessible to the tenants and the company.

An authorized representative of the company will determine the acceptability of the meter location in all cases.

6. SPECIAL CHARGES
The company will make such charges for reasonable special services as necessary to discourage abuse and to minimize subsidy of such services by other customers. The following schedule shall apply where applicable:

a. Supplemental Utility Services – The rates and charges shown in this section are not approved by the Michigan Public Service Commission. Changes will be made by the Company from time-to-time to include the current rates and charges for services offered.

1) The Company will charge the prevailing Time, Material and/or Vehicle rates for services which shall include, but are not limited to the following:

a) Relocating Company owned facilities, including services and meters when requested by the Customer.

b) Repairs to correct safety code violations on Customer owned facilities when required by applicable laws, codes or regulations.

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C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

c) Installing meter protection when the Customer fails or is unable to provide a safe location for the meter assembly.

d) Upgrading Company owned facilities to accommodate increased energy usage by the Customer. The Customer's payment for this service may be partially offset by a credit based on the Customer's expected annual load increase.

e) Installing a temporary meter set.

f) Returning to the Customer's location a second (and each subsequent) time to perform required work, when the second (and each subsequent) call is required due to the Customer not being ready for the Company to perform the requested work.

b. Special Meter Readings

1) When the Company, at the request of the customer:

a) Reads a meter on a day other than the scheduled meter reading date, and/or

b) Issues a written bill on a day other than the scheduled billing date.

The customer will be billed a $28.00 charge unless there is a change in the customer of record. There will be only one $28.00 charge if both the gas and electric meters are read at the same time.

2) The customer may read his/her meter(s) and provide the reading(s) to the Company. The Company will then calculate the amount due and provide this information to the customer verbally, at no cost, and no written bill will be issued.

c. Meter Test Charge $30.00

d. Reconnect Charge -

During Regular Working Hours	$45.00
Outside Regular Working Hours	$90.00

e. Unhonored Checks And Electronic Transfers

When a customer issues a check or authorizes an electronic transfer payment to the Company that a bank or other financial institution fails to honor (for reasons of insufficient funds, account closed, stop payment order issued, etc.), the customer shall be billed an additional charge of $20.00 per check or electronic transfer.

f. Connection or Disconnection Outside Regular Working Hours

When application is made for service with the request that meters be connected or disconnected outside regular hours or on Saturdays or Sundays or holidays, the charges specified for reconnections outside regular hours shall apply.

7. OTHER CONDITIONS OF SERVICE

a. Service Disconnect

Service to the customer's premises may be disconnected by the company under the following conditions:

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C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

1) At Customer's Request

a) Upon Termination
The company will disconnect service with no charge to the customer upon due notice as provided elsewhere in these rules. However, if restoration of service at the same location is requested by the same customer or property owner(s), a reconnect charge will be applied. The reconnect charge will be increased by the amount of the minimum charge in the applicable rate schedule for the months service was disconnected, provided such reconnect is made during the twelve (12) month period immediately following disconnect.

b) For Repairs
The company will temporarily disconnect service to facilitate repairs or other work on the customer's equipment or premises. Special service charges as set forth in Section II., 6., will be applicable.

2) At Company's Option - Commercial & Industrial (Also see Section II., 4.)

a) With Due Notice
The company may disconnect service upon due notice for any of the following reasons:

1) For violation of these rules and regulations.

2) For failure to fulfill contractual obligations.

3) For failure to provide reasonable access to the customer's premises.

4) For failure to pay any bill within the established collection period.

5) For failure to provide deposits as provided elsewhere in these rules.

6) Upon written notice from governmental inspection authorities of condemnation of the customer's facilities or premises.

7) For fraudulent representation as to the use of service.

b) Without Notice
The company reserves the right to disconnect service without notice for any of the following reasons:

1) Where hazardous conditions exist in the customer's facilities.

2) Where the customer's use of service adversely affects the company's facilities or service to other customers.

3) For unauthorized reconnection after disconnection with due notice.

4) For unauthorized use of or tampering with the company's service or facilities.

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C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

c) Reconnect
After service has been discontinued at the company's option for any of the above reasons, service will be reconnected only after the customer has taken necessary corrective action and made satisfactory arrangement for payment of all fees and charges, including any applicable reconnect fees and deposits to guarantee payment for service.

b. Rate Application
The rates specified in this schedule are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the customer, unless otherwise provided for in these rules and regulations. In no case may service be shared with another or transmitted off the premises at which it is delivered. Service at different points and at different premises shall be separately metered and separately billed.

1) Selection of Rates
In some cases, the customer is eligible to take service under any one or two or more rates. Upon request, the company will advise the customer in the selection of the rate which will give him the lowest cost of service, based on the information provided to the company, but the responsibility for the selection of the rate lies with the customer.

After the customer has selected the rate under which he elects to take service, the customer will not be permitted to change from that rate to another rate until at least twelve months have elapsed. Neither will the customer be permitted to evade this rule by temporarily terminating service.

However, the company may, at its option, waive the provisions of this paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate.

No refund will be made of the difference in charges under different rates applicable to the same class of service.

2) Apartment Buildings and Multiple Dwellings
An apartment building or multiple dwelling shall be considered as one containing nine or more rooms in which single rooms, suites, or groups of rooms have individual cooking and kitchen sink accommodations. Service supplied through a single meter to an apartment building or multiple dwelling containing less than three apartments may be billed on the residential service rates on a single customer basis. Service supplied through a single meter to an apartment building or multiple dwelling containing three or more apartments shall be billed in accordance with the following provisions:

a) Apartment Buildings or Multiple Dwellings Containing Three or Four Apartments
The customer may have the option of being billed under either the residential service rate or the appropriate general service or commercial and industrial service rate. For the purpose of billing under the residential service rate, the initial charge, the kilowatt hour blocks, and the minimum charge shall be multiplied by the number of apartments served through one meter.

b) Apartment Buildings or Multiple Dwellings Containing Five or More Apartments
The customer shall be billed under the appropriate general service or commercial and industrial service rate.

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C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE **RIIM**

3) Homes or Dormitories for Groups Other Than Private Family Units
Service supplied through a single meter to rooming houses, dormitories, nurses' homes, and other similarly occupied buildings containing sleeping accommodations for more than six persons shall be classified as commercial and billed on the appropriate service rate.

4) Farm Service
Service shall be available to farms for residential use under the residential service rate, and, in addition, service may be used through the same meter for any purpose as long as such use is confined to service for the culture, processing, and handling of products grown or used on the customer's farm. Use of service for purposes other than set forth above shall be served and billed on the appropriate general service rate.

5) Year-Round Service
Service to customer at the address shown on his driver's license and voter's registration card.

6) Seasonal Service
Service to customers other than to year-round customers.

c. Deposits - Commercial & Industrial
Deposits for nonresidential customers are governed by the provisions of R460.108 and R460.111a.

d. Deposits – Residential
Deposits for residential customers are governed by the provisions of R 460.108, R 460.109, and R 460.111 et seq.

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Reserved for Future Use

COMPANY RULES AND REGULATIONS

C4. STANDARD RULES & REGULATIONS – CONSTRUCTION POLICY RIIIM

EFFECTIVE IN All territory served.

1. DEFINITIONS

a. Extension

An extension is defined to include right-of-way, permits, easements, poles, conductors and appurtenances used in extending the distribution system and service facilities from the company's existing facilities to a point of connection with customer facilities. An original extension includes all facilities installed to render service to the location(s) requested by the applicant(s) to serve the location(s). Any customer addition to an extension with an added investment that is less than the extension allowance(s) of these extension rules shall be considered part of the original extension. Customer additions that require an added investment exceeding the extension allowances shall be considered as separate new extensions.

b. Distribution System

All primary and secondary wire or cable and its supports, trenches, connection equipment and enclosures, control equipment, right-of-way preparation, etc., necessary to extend electric service to points of connection with service facilities.

If enlargement or extension of transmission facilities are required, they shall be treated as if they are a part of the distribution system. However, the customer must sign a contract listing costs, customer obligation, company obligation, and supporting analysis. This contract shall be submitted to the Public Service Commission of Wisconsin for approval. The commission will assess whether existing rate payers will be adversely affected and will respond within 20 working days.

c. Service Drops or Laterals

The overhead line (service drops) or underground line (service lateral) between the transformer or distribution system (excluding any risers at a pole) and the building wall or other customer structure as determined by the company.

d. Service Facilities

Includes transformers, service drops or laterals, lighting equipment, and meters.

e. Electric Facilities

Includes both the distribution system and the service facilities.

f. Investment

Includes the cost of all distribution system equipment installed to render the requested service as well as the cost of installing the equipment and any associated maintenance incurred in the process of extending facilities to render the requested service. Standard service facilities (transformers, services, lighting equipment, and meters) are installed at no cost to the customer and are not considered part of the investment when applying these extension rules (see Section 2 for definition of standard facilities).

g. Development Period

A period of five years immediately following the energizing of an extension. An extension is considered energized when the line is electrically connected to existing company facilities. Accordingly, an energized circuit does not necessarily require individual customer service drops and meters. The energizing of the original portion of the extension shall be the date used for purposes of determination of the five-year development period and shall apply to all additions to the original extension. The definition of an extension, as contained in Section 1.a. of these extension rules, shall determine what is considered an addition to the original extension.

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C4. STANDARD RULES & REGULATIONS – CONSTRUCTION POLICY RIIIM

2. GENERAL POLICY

It is the intent of the company to provide safe, reliable service at the lowest reasonable cost following accepted engineering and planning practices to design and install facilities that consider normal growth in the area of the service extension, yet not overbuild or overdesign facilities which result in unnecessary cost increases to the company and its customers.

The company shall extend, enlarge, or change its facilities for supplying electric service in accordance with the following:

a. The company shall provide, own, and maintain the electric facilities. The company, if practical, will discuss with the applicant the character and location of such facilities, service connections, and meters. Final determination, however, shall be at the sole discretion of the company.

b. Voltages available shall be in accordance with filed rules of the company. (See Available Service Voltages.)

c. The company will use reasonable care, but shall not be liable for damage to trees, lawns, shrubs, fences, sidewalks, or other obstructions, incident to installation, repair, or replacement of electric facilities unless such damage is due to negligence on its part.

d. If the company is not assured as to the stability and economic feasibility of any project, a suitable payment, an extension of the term of contract, and/or a minimum annual guarantee over such term may be required. The reasons and supporting analysis for each contract entered into under this provision will be furnished the customer and the Michigan Public Service Commission in writing. The company will inform the customer of the customer's right to ask the commission for a review of the extension costs and contract provisions.

e. The calculation of company investment as applied in these extension rules shall be based on average estimated investment costs for similar types of installations.

f. At the request of the Company, the applicant shall locate and mark permanent survey stakes indicating property lines and shall furnish, at no expense to the Company, recordable easements granting rights-of-way satisfactory to the company for the design, installation, operation, and maintenance of the electric facilities along the entire route determined by the company. The rights-of-way on applicant's property as designated by the company shall be cleared of trees and other obstructions at applicant's expense. No buildings or trees shall be placed on said rights-of-way. The rights-of-way may be used for gardens, shrubs, landscaping and other purposes if they will not interfere with maintenance of electric facilities.

g. Customers may be required to execute a contract for electric service.

h. Underground electric facilities are available subject to the following conditions:

1) Prior to installation of underground electric facilities, the applicant, if requested by the Company, shall enter into a written contract with the Company describing the proposed facilities and setting forth the respective agreements of the applicant and the Company in regard to such facilities. Such contract shall be subject in all respects to the provisions of this underground policy.

2) Underground electric facilities shall not be installed beneath farm fields, swamp land, gravel pits, etc.

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COMPANY RULES AND REGULATIONS
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C4. STANDARD RULES & REGULATIONS – CONSTRUCTION POLICY RIIIM

3) The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such change shall be at the expense of the responsible party.

4) Nothing in this underground policy prevents the Company from constructing overhead transmission or distribution lines into or through an area containing underground electric facilities.

5) In the event the company is required by law, ordinance, etc., to install underground facilities, the provisions of this policy including payment obligations shall apply.

6) If in the opinion of the company installation of underground facilities are more feasible, for reasons of safety, cost, reliability, etc., than overhead facilities, the company will install facilities underground. Any payments required under these extension rules shall be applicable.

7) When requested, customers served by underground facilities shall provide suitable space for padmounted equipment, including required barriers or vaults, at no cost to the company.

8) The company when requested by one or more applicants shall install, when and where feasible, underground electric distribution systems under the following conditions:

a) The applicant shall furnish a recorded plat, certified survey map, recorded plat of survey or recorded survey map showing the location and nature of the area for which the underground electric distribution system is being requested. The area supplied from the underground distribution system shall be specifically defined. The characteristics, nature, and amount of initial electric load to be served shall be indicated. Said recorded plat or map shall include a statement that underground service is required within this area.

b) The applicant shall provide, at no expense to the Company, grading within six inches of finished grade of the area covered by the rights-of-way so that the underground distribution system and the street lighting cables, if any, can be properly installed in relation to the finished grade. The character and location of the street lighting facilities shall conform to specifications prepared by the company.

9) The company, when requested by one or more applicants, shall install when and where feasible, underground electric service laterals. The applicant shall provide, at no expense to the company, grading within six inches of finished grade of the area so that the service lateral can be properly installed in relation to the finished grade.

10) Within developments served by an underground electric distribution system, the lighting facilities shall also be served by underground facilities.

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C4. STANDARD RULES & REGULATIONS – CONSTRUCTION POLICY RIIIM

i. Winter Construction Charge:

1) Winter Construction Charges are subject to the following conditions:

a) Subdivision Customers: Except as noted, Winter Construction costs will be charged for any underground facilities installed in the Company's service territory between December 1 and March 31. The Winter Construction Charge will not be charged, however, if the customer's application for subdivisions is received by the Company prior to October 1, and the customer's premises and/or the construction site is ready for underground facilities installation prior to November 1, and the company receives the total advance customer payment required for the installation of facilities prior to November 1.

b) Non-Subdivision Customers: Except as noted, Winter Construction costs will be charged for any underground facilities installed in the Company's service territory between December 1 and March 31. The Winter Construction Charge will not be charged, however, if the application for service is received by the Company prior to October 15 and the customer's premises and/or the construction site is ready for underground facilities installation prior to November 15, and the company receives the total advance customer payment required for the installation of facilities prior to November 15.

2) The Winter Construction Charge will be waived by Company if the Company's underground contractors do not actually charge the Company for winter construction conditions.

3) Winter Construction Charges are in addition to any other charges contemplated in these rules, and are non-refundable, except as noted.

4) A customer's premises and/or the construction site is deemed to be ready for underground facilities installation when the dwelling foundation wall is installed and back-filled; and a trench route is cleared and graded to within 6"of the final grade.

3. STANDARD UNDERGROUND OR OVERHEAD EXTENSION RULES

The allowances in this section are for the installation of electric facilities that are considered as standard design for the company and apply equally to standard underground and/or overhead facilities in all Michigan retail service territory served by the company. Each extension as defined in Section 1.a. of these extension rules, shall be treated as a separate extension in accordance with this Section 3.

a. General Requirements

Applicants for electric service shall pay, in advance of construction, the total estimated cost of the distribution system required as specified in section 1.f. The applicant qualifies for extension allowances on lots meeting the criteria of section 3.b.1). The applicant shall specify in writing the lot numbers, addresses or other appropriate identification of the locations electric service is desired under the application, including load estimates if requested. The applicant shall be eligible for refunds as outlined in section 3.b.5)a).

b. Extension Allowance Qualifications (Developments and Non-Developments)

1) One of the following two criteria, a) or b) below, shall qualify a customer for the extension allowances of Section 3.b.2) of these extension rules:

a) An existing or future building structure site to which service is requested shall:

1) Be on a tract of property in a final state-approved and recorded plat, or a building site approved by a municipality and on a municipal sewerage system, or have an approved "State and County Permit Application for Private Domestic Sewage Systems" and,

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C4. STANDARD RULES & REGULATIONS – CONSTRUCTION POLICY RIIIM

2) Have the structure or some portion thereof completed in a manner that indicates it will be a permanent structure (i.e., foundation, concrete slab, etc.) or building permit for said structure or,
3) Have permanent water and sewer facilities installed for mobile home court lots.

b) Service to a location that will not contain a building structure shall:
Require evidence that there will be a continuing need for electric service to that location, e.g., well, constructed billboard, other types of permanent facilities requiring electricity.

All requests for electric service not meeting the preceding criteria shall not be given an extension allowance until meeting these criteria.

2) Extension Allowances
a) The extension allowances of this section reflect the company's projected embedded average cost of distribution facilities for the coming year and shall be revised annually. Said annual revision shall be calculated and submitted to the Michigan Public Service Commission prior to the start of the calendar year and shall apply to construction performed for the succeeding 12 month period commencing January 1st of the following year.
b) Extension allowances shall only apply to applicants who meet the requirements of sections 3.b.1).
c) Extensions shall be made without charge or guarantee provided that the estimated investment does not exceed the extension allowance.
d) The extension allowance per customer shall be as follows:

1) Residential Customers (Rg-1M and RG-OTOU-1M)

Investment in distribution system:
$535 - Year Round Residential
$267 - Seasonal Residential

2) Commercial and Industrial Customers Billed on Energy-Only Basis (i.e., Cg-1M, CG-OTOU-1M and Cg-3M)

Investment in distribution system:

Customer Class	Allowance Year Round	Allowance Seasonal
0 – 15 kW	$ 53	$ 267
16 – 50 kW	$ 814	$ 407
51 kW & Over	$2531	$1265

The estimated demand shall be the maximum demand in kW used to properly size the customer's transformer setting, service drop or lateral, and metering equipment. Company experience with existing customers will be used as a basis for developing the demand estimate. The Company reserves the right to review and recalculate the extension allowance after the five year development period in cases where the customer fails to meet the estimated demand used in the original calculation.

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3) Commercial and Industrial Customers Billed on a Demand and Energy Basis (i.e., Cp-1M)

Investment in distribution system:
$56.00 per kW of estimated demand

4) The estimated demand shall be the maximum annual 15 minute kW expected to be placed on the electric facilities of the company. Company experience with existing customers will be used as a basis for developing the demand estimate. The Company reserves the right to review and recalculate the extension allowance after the five year development period in cases where the customer fails to meet the estimated demand used in the original calculation.

5) Company Owned Outdooor Lighting Service, Ls-1M:
All distribution system poles and spans included in the monthly Ls-1M rate charges.

3) Extensions Exceeding Extension Allowance

a) Applicant shall make a refundable cash payment in advance of construction equal to the investment in standard electric facilities that exceeds the extension allowance. Refundable cash payments shall be retained by the company interest free and shall only be refunded in accordance with section 3.b.5) of these rules.

b) The estimated investment of an extension will be divided equally among the original customers on the original extension, with similar type of service, unless they elect to have it apportioned in some other manner that is mutually satisfactory to themselves. No payments shall be required from additional customers connecting to this extension and considered part of this extension in accordance with Section 1.a. of these extension rules.

4) Adjustment to Actual

Estimated investments used in determining customer obligations prior to construction shall be adjusted to reflect actual investment for changes in the size, or number of units installed, major rock or frost removal and similar items affecting the scope of the project. The estimate shall not be adjusted for inclement weather, truck or equipment breakdowns, changed site conditions, such as mud following wet weather, snow or traffic congestion, special all-terrain equipment required for a changed condition such as deep snow or mud, use of contractor crews vs. company crews, material price changes and other items of a similar nature. Adjustment of customer requirements (refund or additional payment) to reflect actual investment shall be made if the adjustment is greater than $20. This adjustment, if applicable, will normally occur within six months of completion of construction.

5) Refunds

a) If, during the development period, as defined in section 1.g., there are additional permanent customers connected to the extension, refunds as outlined in this section shall be made. Customers added to an existing extension shall not be required to make any payment for the existing extension.

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b) Refunds shall be divided between locations, eligible for refunds, in direct proportion to payments originally received or assigned to the locations.

c) Refunds shall be made as follows.

1) Approved subdivisions and certified surveys.
Refunds shall be made to the contributor(s) or their assignee by written agreement filed with the company.

2) Individual properties.
Refunds shall be made to the existing property owner(s).

d) In no case shall refunds exceed the prior refundable cash payments.

e) In no case shall existing customers be required to make additional cash payments as a result of this refund section.

f) Refunds to extensions.

1) Refunds for connection of original applicant(s).
At the time of installation, the original contributor(s) received the extension allowances of these extension rules. Therefore no further refunds are due for the connection of the original customers.

2) Customer additions to the same extension.
A refund equal to the extension allowance dollar amount effective at the time the original extension occurred, or the current extension allowance, whichever is greater, minus added investment in distribution system shall be made for any permanent customer added to the extension. The added investment in distribution system shall be based on costs at the time the customer addition occurs.

g) Refund amounts to customers connected prior to 3-1-83 shall be based on the prior extension rules. Methods for determining which customers are part of the prior extension shall be based on the prior extension rules. New customer(s) connected as part of these prior extensions shall receive service in accordance with current extension rules.

4. MISCELLANEOUS EXTENSIONS

a. Temporary Extension
The customer shall pay the entire estimated cost of connecting and disconnecting temporary service, including the estimated cost of installation and removal of any poles, wires, transformers, meter equipment, other facilities and maintenance incurred as part of the installation and removal, less salvage. These charges shall be in addition to the rate applicable to the type of service supplied.

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C4. STANDARD RULES & REGULATIONS – CONSTRUCTION POLICY **RIIIM**

b. Special Facilities
The company shall install only those facilities deemed necessary to render service in accordance with the tariff schedules. If the applicant requests special facilities or added costs in addition to the standard facilities normally installed or costs normally incurred by the company, the extra investment or cost shall be paid by the applicant. This payment shall be made in advance of construction. The company reserves the right to deny the installation of special facilities.

The contributor shall be eligible for refunds under section 3.b.5) on payments for non-standard distribution system facilities and transformers. Payments for frost removal and non-standard service facilities other than transformers shall be non-refundable.

c. Enlargement of Capacity (Including changes from single-phase to three-phase.)

1) System
Customers requiring an enlargement of capacity shall receive an extension allowance based on section 3.b.2)d) for the incremental load being added. The customer shall make a refundable cash payment in advance of construction equal to the investment in standard new facilities that exceeds the extension allowance.

When a specific customer can be identified as being responsible for the enlargement, the following extension allowances shall be used:

a) Farm, Commercial, and Industrial (Cg, Cp Rate Schedules)

1) Customers Billed on Energy-only Basis
The extension allowance in section 3.b.2)d)(2) based on the new load minus the extension allowance in section 3.b.2)(d)(2) based on the existing load.

To reduce potential neutral voltage problems, the company may, at its own option and cost, provide for farm customers distribution system instead of standard service drop or lateral facilities.

2) Customers Billed on Demand and Energy Basis
The increased load multiplied by the extension allowance in section 3.b.2)d)(3).

This method is also used for customers moving from energy-only to demand and energy billing.

b) Residential (Rg Rate Schedules)
The extension allowance in Section 3.b.2)d) that the customer qualifies for after the upgrade minus the extension allowance he qualified for before the upgrade.

2) Services
Customers requiring an enlargement of service facilities due to a significant load increase shall be treated as a new customer with respect to making contributions for standard or non-standard service facilities.

d. Replacement, Relocation and/or Rebuilding of Existing Facilities
This includes replacement of overhead facilities with underground facilities.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-126.00)

C4. STANDARD RULES & REGULATIONS – CONSTRUCTION POLICY RIIIM

1) Distribution System Facilities

In addition to any other payments required by these extension rules, applicant or the customer responsible, when responsibility can be determined, shall be required to pay all costs associated with the new construction, including maintenance incurred in the process of replacement, relocation, and/or rebuilding, less salvage value on salvageable items and used life credit on non-salvageable items. Any costs associated with relocating, rewiring, etc., of customer-owned equipment or restoration of lawns, driveways, patios, etc., shall be the customer's responsibility. Street and private lighting conversions from mercury vapor to high pressure sodium shall follow procedures set forth in the company's conversion program.

2) Service Facilities

a) Overhead to Underground Service Replacements

For replacement of an overhead service drop with an underground service lateral, the customer requesting the replacement shall be required to make a contribution equal to the cost of the underground service lateral less the cost of an equivalent overhead service drop.

b) Transformers and Other Service Replacements/Relocations

1) Where Existing Facilities are Salvageable

The customer requesting the replacement shall be required to make a contribution equal to the costs of labor associated with the removal of the existing facilities and the installation of the new facilities.

2) Where Existing Facilities Are Not Salvageable

Section 4.d.1) shall apply.

3) Credit Allowances

Where the replacement, relocation, or rebuilding of existing facilities is required to avoid creating a code violation or to correct an existing code violation, a $200 credit shall be applied to the customer payment required in 4.d.1) and 2).

4) Refunds

The contributor shall be eligible for refunds under Section 3.b.5) for distribution system facilities payments if:

a) The contributor is the customer receiving service on the property or the owner of a rental property whose tenants are receiving service on the property; and

b) The existing facilities are on or within six feet of the contributor's property; and

c) The new facilities significantly enhance the possibility of serving new customers as part of an original extension as defined in Section 1.a.

e. Other

Any extensions not covered by these extension rules shall be made in accordance with the principles of these rules and the customer shall pay for any investment in excess of the appropriate extension allowance.

f. Electric services:

The Company will provide an allowance to cover the cost of a standard electric service up to a maximum length of 125 feet. The customer will be responsible for a contribution payment pertaining to the following costs of an electric service:

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-127.00)

C4. STANDARD RULES & REGULATIONS – CONSTRUCTION POLICY RIIIM

1) Portion of service that exceeds 125' in length.
2) Nonstandard installation costs
3) Special facilities installed at the discretion of the Company to provide a safe and reliable service or as requested by the customer and approved by the Company.
4) Winter construction charges.

Customer payment will be the result of the following formula:

Contribution= [(ACTF x ACTR) – (AF x AR)] + (SFC + WCC) where:

ACTF = Actual footage length of electric service.
ACTR = Actual per foot rate consisting of standard costs plus nonstandard costs.
AF = Allowance footage length (Actual footage length not to exceed 125 feet).
AR = Allowance rate for standard installation costs.
SFC = Special Facility Charges.
WCC = Winter Construction Charges.

g. Extension of joint gas and electric services:
A customer's required non-refundable payment for joint gas and electric underground service lines will be calculated using the rules applicable to the extension of separate gas and electric services.

5. UNECONOMIC EXTENSIONS
Proposed extensions may be reviewed for economic considerations. If the cost of an extension exceeds five times the extension allowances, shown in Section 3.b. the company may require a contract with the customer. Under the terms of the contract, the customer shall be required to pay an additional monthly payment equal to the recurring estimated operation and maintenance expenses associated with that portion of the extension that is in excess of five times the average embedded cost at the time the extension was made. The reasons and supporting analysis for each contract will be furnished the customer and the Michigan Public Service Commission in writing. The company will inform the customer of the customer's right to ask the commission for a review of the extension costs and contract provisions.

6. EXCEPTION TO EXTENSION RULE PAYMENTS
If the total payment required from the application of all sections of these extension rules totals less than $20 from one customer or applicant, said payment shall be waived. This rule shall amend all sections of these extension rules.

7. COLLECTION OF CUSTOMER CONTRIBUTIONS FOR CONSTRUCTION:
a. If the total advance customer payment required for the installation of an electric service is less than or equal to $20, the advance customer payment will be waived. If the total advance customer payment required for the installation of an electric service line is greater than $20, the Company will bill the customer and require payment in advance of construction of the electric service line.

b. If the total advance customer payment required from the application of all sections of these extension rules except the costs associated with the installation/removal of electric service facilities (Advance Customer Payment) is less than or equal to $20, the Advance Customer Payment will be waived. If the total Advance Customer Payment required is greater than $20, the Company will bill the customer and require payment in advance of construction of the electric facilities.

COMPANY RULES AND REGULATIONS

C5. STANDARD RULES & REGULATIONS-EMERGENCY ELECTRIC PROCEDURES RIVM

SECTION V. EMERGENCY ELECTRICAL PROCEDURES

1. GENERAL

Emergency electrical procedures may be necessary if there is a shortage in the electrical energy supply to meet the demands of customers in the electrical service area. It is recognized that such deficiencies can be short term (a few hours) or long term (more than a few hours) in duration, and, in view of the difference in nature between short and long term deficiencies, different and appropriate procedures shall be adopted for each.

Essential health and safety customers given special consideration in these procedures shall, insofar as the situation permits, include the following types of customers and such other customers or types of customers which the Commission may subsequently identify:

a. Governmental Detention Institutions - Which will be limited to those facilities used for the detention of persons.

b. Fire Stations - Which will be limited to attended, publicly owned facilities housing mobile fire fighting apparatus.

c. Hospitals - Which will be limited to institutions providing medical care to patients and where surgical procedures are performed.

d. Life Support Equipment - Such as a kidney machine or respirator, used to sustain the life of a person.

e. Water Pumping Plants - Which will be limited to publicly owned facilities essential to the supply of potable water to a community.

f. Sewage Plants - Which will be limited to publicly owned facilities essential to the collection, treatment, or disposal of a community's sewage.

g. Radio and Television Stations - Utilized for the transmittal of emergency messages and public information broadcasts related to these procedures.

Although these types of customers will be given special consideration from the manual load shedding provisions of this procedure, they are encouraged to install emergency generation equipment if continuity of service is essential. It is known that some of the township Fire Departments in the more rural parts of Michigan have portable generation equipment available. Maximum use should be made of these facilities. In the case of customers supplied from two utility sources, only one source will be given special consideration. Other customers who, in their opinion, have critical equipment or circumstances, should install emergency battery or portable generating equipment.

The commission will be promptly advised of the nature, time, and duration of all implemented emergency conditions and procedures which are performed to reduce load manually or automatically affect normal service to customers. The commission may order the implementation of additional procedures or the termination of the procedures previously employed when circumstances so require.

As may be appropriate in accordance with the nature of the occurring or anticipated emergency, the company will initiate the following procedures:

(Continued on Sheet No. C-130.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-129.00)

C5. STANDARD RULES & REGULATIONS-EMERGENCY ELECTRIC PROCEDURES RIVM

2. SUDDEN OR UNANTICIPATED SHORT-TERM CAPACITY SHORTAGE

In the event of a sudden decline of the frequency on the system or a sudden breakup which isolates all or parts of the system or power pool from other electric systems with which it is interconnected and which results in the area so isolated being deficient in electric generation, with consequent rapid decline in frequency:

a. Every effort will be made to maintain at least partial service to the system by means of predetermined load shedding of selected transmission and/or distribution circuits. The company will make every reasonable effort to provide continuous service to essential health and safety customers.

3. ANTICIPATED OR PREDICTABLE SHORT-TERM CAPACITY SHORTAGES IN THE COMPANY SYSTEM

In the event an emergency condition of short term duration is anticipated or predicted which cannot be relieved by sources of generation within or outside the system, the following steps will be taken at the appropriate time and in the order appropriate to the situation:

a. The internal demand of substations, offices, and other premises owned by the company will be reduced to the largest extent consistent with the maintenance of service.

b. Service will be interrupted to loads rendered service under interruptible tariffs.

c. Voltage will be reduced not more than six percent (6%).

d. Voluntary load reductions will be requested of large commercial and industrial customers by procedures established in their respective load management plants.

e. Voluntary load reductions will be requested of all other customers through appropriate media appeals.

f. Load shedding of firm customer loads will be initiated. Service so interrupted shall be of selected distribution circuits throughout the company area. Such interruptions shall be consistent with the criteria established for essential health and safety customers and will, insofar as practicable, be alternated among circuits. Records will be maintained to insure that during subsequent capacity shortages, service interruptions may be rotated throughout the company service area in an equitable manner.

4. LONG TERM CAPACITY OR FUEL SHORTAGE

The following actions will be implemented until it is determined that any or all actions may be terminated. The public will be immediately advised through appropriate media sources of the implementation of these procedures. If an emergency situation of long term duration arises out of a long term capacity or fuel shortage in the area which cannot be relieved by sources of generation within or outside the system, the following actions will be taken in the order noted as required:

a. Curtail use during hours of maximum system demand of nonessential energy on premises controlled by the company, including parking and large area lighting and interior lighting, except lighting required for security and safety, and other uses of energy, both during and outside normal business hours.

b. Initiate voluntary energy curtailment during hours of maximum system demand of all customers by requesting, through mass communication media, voluntary curtailment by all customers of a minimum of ten percent (10%) of their electric use. This use will include lighting, air conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying, and any other loads that can be curtailed or deferred to off-peak hours.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-130.00)

C5. STANDARD RULES & REGULATIONS-EMERGENCY ELECTRIC PROCEDURES RIVM

c. Implement procedures for interruption of selected distribution circuits during the period of maximum system demand on a rotational basis in accordance with specified load reduction amounts minimizing interruption to facilities which are essential to the public health and safety. The length of an interruption of any selected circuit should not exceed two hours, and the total interruption should not exceed four hours in any 24-hour period without prior notification to the commission.

If the above actions are made necessary because of a long-term fuel shortage, they will be continued in the order taken to maintain as nearly as possible a 30-day fuel supply.

C6. CUSTOMER PROTECTIONS/DATA PRIVACY TARIFF

1. Data Privacy Definitions

A. "Aggregate Data" means any Customer Account Information from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.

B. "Anonymized Data" means any Customer Data, from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.

C. "Contractor" or "Company Agent" means an entity or person performing a function or service under contract with or on behalf of the Company, including, but not limited to customer service, energy management, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing electric service.

D. "Customer" means a purchaser of electricity that is supplied or distributed by a utility for residential or nonresidential purposes.

E. "Customer Account Information" means personally identifiable information including Personal Data and Customer Usage Data. Customer Account Information also includes information received by the Company from the customer for purposes of participating in regulated utility programs, including, but not limited to bill payment assistance, shutoff protection, renewable energy, load management, or energy efficiency.

F. "Customer Usage Data" [or "Consumption Data"] means customer specific electric usage data, or weather adjusted data, including but not limited to kW, kWh, voltage, var, or power factor, and other information that is recorded by the electric meter for the Company and stored in its systems.

G. "Informed Customer Consent" means, in the case where consent is required: the customer is advised of the (1) data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) process by which the customer may revoke consent. In no case shall silence by the customer ever be construed to mean Informed Customer Consent. Customer consent must be documented and may be in writing, electronically, or through recording of an oral communication and shall remain in effect until withdrawn by the customer.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-131.00)

1. Data Privacy Definitions (Contd)

H. "Personal Data" [or "Personally Identifiable Information"] means specific pieces of information collected or known by the Company that can be used to identify or trace to a specific individual and that merit special protection including, but not limited to, the standard types of positive identification information used to establish an account. Personal Data [Personally Identifiable Information] includes, but is not limited to, name, address, birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver's license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.

I. "Primary Purpose" means the collection, use, or disclosure of information collected by the Company or supplied by the customer where there is an authorized business need or emergency response in order to: (1) provide, bill, or collect for, regulated electric service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized in the Company's approved tariff or; (4) plan, implement, or evaluate, energy assistance, energy management, renewable energy or energy efficiency programs by the Company or under contract with the Company, under contract with the Commission, or as part of a Commission-authorized program conducted by an entity under the supervision of the Commission, or pursuant to state or federal statutes governing energy assistance.

J. "Secondary Purpose" means any purpose that is not a Primary Purpose.

K. "Standard Usage Information" means the usage data that is made available by the electric utility to all similarly situated customers on a regular basis, delivered by the electric utility in a standard format.

L. "Third-party" means a person or entity that has no contractual relationship with the Company to perform services or act on behalf of the Company.

M. "Weather Adjusted Data" means electric consumption data for a given period that has been normalized using a stated period's heating or cooling degree days.

N. "Written Consent" means a signed form with the customer's signature received by the Company through mail, facsimile, or email.

2. Collection and Use of Data and Information

A. The Company, its Contractor or Company Agent collects Customer Account Information as necessary to accomplish Primary Purposes only. Informed Customer Consent is NOT necessary for Primary Purposes.

B. Informed Customer Consent is necessary before collection or use of Customer Account Information for a Secondary Purpose.

(Continued on Sheet No. C-133.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-132.00)

2. Collection and Use of Data and Information (Contd)

C. The Company will not sell Customer Account Information, except in connection with sales of certain aged receivables to collection firms for purposes of removing this liability from its accounts, unless it receives Informed Customer Consent.

3. Disclosure Without Customer Consent

A. The Company shall disclose Customer Account Information when required by law or Commission requests or rules. This includes law enforcement requests supported by warrants or court orders specifically naming the customers whose information is sought, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.

B. ***Informed Customer Consent is not required for the disclosure of customer name and address to a provider of a value-added program or service, regardless of whether that provider is a utility affiliate or other entity within the corporate structure, or to a value-added program or service competitor, in compliance with MCL 460.10ee(10)(a) and Mich Admin Code, R 460.10109(2). Shared information (beyond a customer list) will remain encrypted during both transfer and storage. Customer list information will be password protected at no charge. The Commission will not be receiving or retaining any shared information on its website.***

C. Informed Customer Consent is not required for the disclosure of Aggregated Data.

4. Disclosure to Company Agents and Contractors

A. The Company shall disclose only the necessary Customer Account Information to Company Agents and Contractors working on behalf of the Company for Primary Purposes and any other function relating to providing electric service without obtaining Informed Customer Consent.

B. Contracts between the Company and its Company Agents or Contractors specify that all Company Agents and Contractors are held to the same confidentiality and privacy standards as the Company, its employees, and its operations. These contracts also prohibit Company Agents or Contractors from using any information supplied by the Company for any purpose not defined in the applicable contract.

C. The Company requires its Company Agents and Contractors who maintain Customer Account Information to implement and maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These data security procedures and practices shall be designed to protect the Customer Account Information from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contactor or Company Agent shall meet or exceed the data privacy and security policies and procedures used by the Company to protect Customer Account Information.

D. The Company requires Company Agents and Contractors to return or destroy any Customer Account Information that it maintained and that is no longer necessary for the purpose for which it was transferred.

Continued on Sheet No. C-134.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-133.00)

4. Disclosure to Company Agents and Contractors (contd)

E. The Company maintains records of the disclosure of customer data to Company Agents and Contractors in accordance with Company record retention policies and Commission rules. These records include all contracts with the Company Agent or Contractor and all executed non- disclosure agreements.

5. Customer Access to Data

A. The customer has a right to know what Customer Account Information the Company maintains about the customer. The Company shall not provide data to a customer which the Company considers proprietary or used for internal Company business. The Company will make a reasonable effort to respond to requests for this information within 14 calendar days of being contacted by the customer.

B. The Company will provide to customers upon request, a clear and concise statement of the customer's actual energy usage, or weather adjusted consumption data for each billing period during the last twelve months, or both. The Company will notify customers at least once each year that customers may request energy usage, or weather adjusted consumption data or both.

C. A customer may request their consumption data by simply calling Customer Service at 800-450-7260 or by requesting such information online at the Company's website at uppermichiganenergy.com. Upon positive verification, the information will be provided by the end of the following business day.

D. Customers have the opportunity to request corrections or amendments to Customer Account Information that the Company maintains.

E. Customers have the right to share their own Customer Account Information with third parties of their choice to obtain services or products provided by those third parties. These services or products may include, but are not limited to, in-home displays, or energy audits.

F. A customer may request that his or her Customer Account Information be released to a third party of the customer's choice. Such requests may be obtained by calling Customer Service at 800-450-7260, or by requesting such on-line at the Company's website uppermichiganenergy.com. Once the Company obtains Informed Customer Consent from the customer, the Company shall release the requested customer account data to the third party by the end of the following business day. The Company will provide the requested data in a readily accessible format, including but not limited to Excel, PDF, or Word.

The Company is not responsible for loss, theft, alteration, or misuse of the data by third parties or customers after the information has been transferred to the customer or the customer's designated third party.

G. Fulfilling certain requests for data in accordance with the provisions of this tariff is consistent with the provision of normal utility service to customers. When the data requested is Standard Usage Information, the request will be fulfilled without charge. Some requests for information extend beyond Standard Usage Information. Fulfilling these requests requires special data processing that is not a part of normal utility service and results in expenses that would not otherwise be incurred. Such requests are fulfilled at the discretion of the Company within the parameters of this Customer Data Privacy tariff. The costs of fulfilling any special requests shall be borne solely by the customer, or third party if deemed appropriate, and be based on the specifics of the data request and the associated costs of developing, processing, and transmitting the requested data.

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COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-134.00)

6. Customer Notice of Privacy Policies

A. New customers receive a copy of the privacy policy upon the initiation of utility service from the Company. Existing customers receive a copy of the privacy policy once per year by whatever method is used to transmit the bill and whenever the privacy policy is amended.

B. Notice of the Company's privacy policies will be made available and is prominently posted on the Company's website. The notice includes a customer service phone number and Internet address where customers can direct additional questions or obtain additional information.

7. Limitation of Liability

A. The Company and each of its directors, officers, affiliates, and employees that disclose Customer Information, Customer Usage Data, Personal Data or Aggregated Data to Customers, Company Agents, or Contractors, as provided in this tariff, shall not be liable or responsible for any claims for loss or damages resulting from such disclosure.

SECTION D – WEPCO RATE ZONE
RATE SCHEDULES

GENERAL TERMS AND CONDITIONS OF THE RATE SCHEDULES

A. The Company will advise the customer in the selection of the applicable rate which will provide the lowest cost of service, based on the information at hand, but the responsibility for selection rests with the customer. After a customer has selected a rate, he is not permitted to change to another rate until 12 months have elapsed. A customer will not be permitted to evade this rule by temporarily terminating his service.

B. Bills for service will be due 21 days after the date of issuance of the bill, except for those customers receiving summary billing service. Those summary bills must be paid in full within 15 calendar days after their rendition. Bills unpaid after the last due date will be handled in accordance with the Electric Service Rules and Regulations of the Company

C. The Company is operating under franchises granted by various municipalities in which it is furnishing electric service. No special rates are contemplated in any of these franchises.

D. The Company is not obliged to provide service facilities for any customer which are substantially in excess of those required for the customer's regular use of service.

E. The terms and conditions under which electric service will be provided by the Company are set forth in the Electric Service Rules of Upper Michigan Energy Resources Corporation as filed with the Michigan Public Service Commission.

RATE CODES

Rg1	Residential Full Requirements	062
	Residential Retail Access	M62
Rg2	Residential Full Requirements Time-Of-Use	
	7 to 7	207
	8 to 8	208
	9 to 9	209
	10 to 10	210
Cg1	General Secondary Full Requirements	072
	General Secondary Retail Access	M72
Cg2	General Secondary Full Requirements Total Electric	076
Cg3	General Secondary Full Requirements Time-Of-Use	074
	General Secondary Retail Access Time-Of-Use	M74
Cg3C	General Secondary Experimental Curtailable	M75
Cg5	Small Secondary Full Requirements Time-Of-Use	040
	(Cg5 Street Lighting)	048
Cp1	General Primary Full Requirements	P51
	General Primary Retail Access	P61
Cp2	General Primary Full Requirements Interruptible	P52
Cp3	General Primary Full Requirements Curtailable	P53
Cp4	General Primary Full Requirements Mandatory Standby	N/A
	General Primary Retail Access Mandatory Standby	N/A
Schedule A	General Primary Full Requirements	M26
	General Primary Retail Access	N/A
CpLC	General Primary Retail Access – Large Curtailable Contract	M24
Ms2	Street and Highway Lighting	S52
Ms3	Non-Standard Street & Area Lighting	S53
GL1	Standard Area Lighting	L51
LED1	LED Street Lighting Service	LE1
Mg1	Municipal Defense Siren Service	N/A
CGS Category 1	Customer Generating Systems 20kW or less	G52
CGS Category 2	Customer Generating Systems – over 20kW – 150kW	G51
CGS Large	Customer Generating Systems - over 150kW	tbd
CGS Biogas	Customer Generating Systems – Methane Digestors	tbd
CGS PV	Experimental Renewable Energy (SOLAR PV) Distributed Generation	tbd
ERER 1	Experimental Renewable Energy Rider	N/A
ERER 2	Experimental Renewable Energy Rider	N/A
ERER 3	Experimental Renewable Energy Rider	N/A
PA1	Pole Attachments	N/A
STPR	Experimental Short Term Productivity Rider	N/A
DFP	Experimental Dollars For Power Rider	N/A
PMI	Experimental Power Market Incentives	N/A
Ds1	Supply Default Service	N/A
RAS-1	Retail Access Service	N/A
EI	Energy Information Options	N/A
PS1	Pulse Signal Device Option	N/A
TssM	Transmission Substation Service – Metered	tbd
TssU	Transmission Substation Service – Unmetered	tbd

POWER SUPPLY COST RECOVERY

PSCR FACTORS

All rates for metered electric service shall include an amount up to the Power Supply Cost Recovery (PSCR) Factor for the specified billing period as set forth below. The PSCR Factor includes an increase or decrease of 0.0104 mills per kWh for each full 0.01 mill increase or decrease in the projected annual power supply costs above or below a cost base of 45.47 mills per kWh, rounded to the nearest one-hundredth of a mill per kWh. The projected power supply costs per kWh shall equal the total projected annual net power cost divided by the projected annual net system energy requirements. Net system energy requirements shall be the sum of net generation and net purchased and interchange power.
An amount not exceeding the PSCR Factor for each month shall be placed into effect in the first billing cycle of that month and shall continue in effect until the first billing cycle of a subsequent month for which a subsequent PSCR Factor becomes operative.

The PSCR Factor shall be applicable to all Power Supply charges for the following Rate Schedules:

Class of Service	Rate Schedule No.
Residential	Rg 1 and Rg 2
General Secondary	Cg 1, Cg 2, Cg 3, Cg3C, Cg 5, TssM and TssU
General Primary	Cp 1, Cp 2, Cp 3, Cp 4, Schedule A & Cp LC
Lighting	Ms2, Ms3, GL1, LED1
Other	Mg 1, DS 1
ERER 1, ERER 3	
100% Renewable power	No adjustment for PSCR
50% Renewable power	(1-.50) x PSCR factor applicable to rate schedule customer is served under. Customer pays 50% of PSCR factor.
25% Renewable power	(1-.25) x PSCR factor applicable to rate schedule customer is served under. Customer pays 75% of PSCR factor.
ERER 2	
Kilowatt-hour in excess of nominated block	PSCR factor applicable to rate schedule customer is served under.
Customer Generating System	CGS Category 1, CGS Category 2, CGS Biogas

Power Supply Cost Recovery Factors

Billing Month	2020 Plan Year PSCR Factor $/kWh	Prior Period PSCR Reconciliation Factor $/kWh	Maximum 2020 PSCR Factor $/kWh	Actual Factor Billed $/kWh
Jan 2020	($0.00406)	$0.00000	($0.00406)	($0.00406)
Feb 2020	($0.00406)	$0.00000	($0.00406)	($0.00406)
Mar 2020	($0.00406)	$0.00000	($0.00406)	($0.00930)
Apr 2020	($0.00406)	$0.00000	($0.00406)	($0.00930)
May 2020	($0.00406)	$0.00000	($0.00406)	($0.01150)
Jun 2020	($0.00406)	$0.00000	($0.00406)	($0.01150)
Jul 2020	($0.00406)	$0.00000	($0.00406)	($0.02100)
Aug 2020	($0.00406)	$0.00000	($0.00406)	($0.02100)
Sep 2020	($0.00406)	$0.00000	($0.00406)	($0.02100)
Oct 2020	($0.00406)	$0.00000	($0.00406)	($0.00406)
Nov 2020	($0.00406)	$0.00000	($0.00406)	***($0.00406)***
Dec 2020	($0.00406)	$0.00000	($0.00406)	

Parentheses indicate a credit factor. Should the Company apply lesser factors than those above or if the factors are later revised pursuant to commission orders or 1982 PA 304, the Company will notify the commission if necessary and file a revision of the above list.

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POWER SUPPLY COST RECOVERY
(Continued From Sheet No. D-3.00)

ANNUAL RECONCILIATION

All power supply revenues received by the Company, whether included in base rates or collected pursuant to a PSCR clause, shall be subject to annual reconciliation with the cost of power supply. Such annual reconciliations shall be conducted in accordance with the reconciliation procedures described in section 6j(12) to (18) of 1939 PA 304, as amended, including the provisions for refunds, additional charges, deferral and recovery, and shall include consideration by the commission of the reasonableness and prudence of expenditures charged pursuant to any PSCR clause in existence during the period being reconciled.

MONTHLY REPORTS

Not more than 45 days following the last day of each month in which a PSCR Factor has been applied to customer's bills, the Company shall file with the commission a detailed statement for that month of the revenues recorded pursuant to the PSCR Factor and the allowance for cost of power supply included in the base rates established in the latest commission order for the Company and the cost of power supply.

PREVIOUS YEAR ***(2019)*** PSCR FACTORS

Billing Month	***2019*** Plan Year PSCR Factor $/kWh	PSCR Reconciliation Factor $/kWh	Maximum ***2019*** PSCR Factor $/kWh	Prior Period Actual Factor Billed $/kWh
Jan ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.00313)***
Feb ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.00313)***
Mar ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.00313)***
Apr ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.00313)***
May ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.00313)***
Jun ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.00313)***
Jul ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.00313)***
Aug ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.01200)***
Sep ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.01200)***
Oct ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.01300)***
Nov ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.01300)***
Dec ***2019***	***($0.00313)***	$0.00000	***($0.00313)***	***($0.01300)***

ENERGY WASTE REDUCTION SURCHARGE

RESIDENTIAL RATE SCHEDULES

Customers on the Rg1 and Rg2 rate schedules shall receive a Delivery/distribution Energy Waste Reduction Surcharge per kWh, as indicated below:

$0.00311

GENERAL SECONDARY, GENERAL PRIMARY, AND LIGHTING RATE SCHEDULES

Customers on the following rate schedules shall receive a Delivery/distribution Energy Waste Reduction Surcharge per meter*, per day, as indicated below.

RATE SCHEDULE	Customers without a Self-Directed Plan RATE	Customers with a Self-Directed Plan RATE
Cg 1	***$0.20301***	***$0.01486***
Cg 2	***$0.43630***	***$0.03193***
Cg 3	***$2.83550***	***$0.20754***
Cg3C	***$2.83550***	***$0.20754***
Cg 5	***$0.40716***	***$0.02980***
Cp 1	***$13.17343***	***$0.96421***
Cp 2	***$154.66937***	***$11.32075***
Cp 3	***$154.66937***	***$11.32075***
Cp 4	***$154.66937***	***$11.32075***
A	***$21.52887***	***$1.57577***
CpLC	***$4,336.84334***	***$317.42754***
Special Contract (U-18224)	***$4,336.84334***	***$317.42754***
TssM	***$0.16867***	***$0.01235***
TssU	***$0.16867***	***$0.01235***
Special Contract ***(U-16967)***	***$21.62956***	***$1.58314***

* Company assumes one meter per service point.

Customers on the following rate schedules shall receive a Delivery/distribution Energy Waste Reduction Surcharge per lamp, per month, as indicated below.

	Customers without a Self-Directed Plan RATE			Customers with a Self-Directed Plan RATE		
Lamp Size (Watts)	GL1	Ms2	Ms3	GL1	Ms2	Ms3
50	*	***$0.11***	***$0.11***	*	$0.01	$0.01
70	***$0.16***	***$0.16***	***$0.16***	$0.02	$0.02	$0.02
100	***$0.22***	***$0.22***	***$0.22***	$0.02	$0.02	$0.02
150	***$0.34***	***$0.34***	***$0.34***	$0.04	$0.04	$0.04
175	***$0.39***	***$0.39***	***$0.39***	$0.04	$0.04	$0.04
200	***$0.45***	***$0.45***	***$0.45***	$0.05	$0.05	$0.05
250	***$0.56***	***$0.56***	***$0.56***	$0.06	$0.06	$0.06
400	$***0.90***	$***0.90***	$***0.90***	$0.10	$0.10	$0.10
1000	*	*	$***2.24***	*	*	$***0.25***

* Not available for this rate.

(Continued on Sheet No. D-5.02)

ENERGY WASTE REDUCTION SURCHARGE
(Continued From Sheet No. D-5.00)

LED STREET LIGHTING SERVICE RATE SCHEDULE

The LED1 rate schedule shall receive an Energy Waste Reduction Surcharge per kWh as shown below.

Customers without a self-directed plan	***$0.00643***
Customers with a self-directed plan	***$0.00071***

MUNICIPAL DEFENSE SIREN RATE SCHEDULE

The Mg1 rate schedule shall receive an Energy Waste Reduction Surcharge per year or any part of a year for each 2 horsepower or fraction thereof for each siren installed, as shown below.

Customers without a self-directed plan	***$0.10***
Customers with a self-directed plan	$0.01

OTHER RATE SCHEDULES

The following rate schedules shall receive an Energy Waste Reduction Surcharge as indicated above consistent with the rate schedule under which the customer is served. The Energy Waste Reduction Surcharge is not prorated based on the level of participation selected under rate schedules ERER1, ERER2 or ERER3.

RATE SCHEDULE
ERER1
ERER2
ERER3
Ds1
CGS Category 1
Customers contracting for Retail Access Service

RENEWABLE ENERGY SURCHARGE

The following rate schedules shall receive a Power Supply Renewable Energy Surcharge per meter, per day, as indicated below. ***Company assumes one meter per service.***

RATE SCHEDULE	RATE
Rg 1	$0.03945
Rg 2	$0.03945
Cg 1	$0.21798
Cg 2	$0.21798
Cg 3	$0.21798
Cg3C	$0.21798
Cg 5	$0.21798
Cp 1	$2.46581
Cp 2	$2.46581
Cp 3	$2.46581
Cp 4	$2.46581
A	$2.46581
Cp LC	$2.46581
TssM	$0.21798
TssU	$0.21798
Special Contracts	$2.46581

The following rate schedules shall receive a ***Power Supply*** Renewable Energy Surcharge as indicated above consistent with the rate schedule under which the customer is served.

RATE SCHEDULE
Ds1
CGS Category 1 (only when a net purchaser from the Company)

VOLUNTARY GREEN PRICING RATE SCHEDULES

A customer electing a participation level of 50% or 100% under the ERER1 or ERER3 rate schedules is exempt from the Power Supply Renewable Energy Surcharge. A customer electing a participation level of 25% under the ERER1 or ERER3 rate schedules is subject to the Power Supply Renewable Energy Surcharge above, not prorated, consistent with the rate schedule under which the customer is served. A customer participating on the ERER2 rate schedule is exempt from the Power Supply Renewable Energy Surcharge for each billing period in which the customer's nominated block represents at least 50% of the customer's total kWh consumption for the billing period. If a customer's nominated block represents less than 50% of the customer's total kWh consumption for the billing period, the customer is subject to the Power Supply Renewable Energy Surcharge above, not prorated, consistent with the rate schedule under which the customer is served.

TAX CUTS AND JOBS ACT OF 2017 CREDIT (TCJA)

FULL REQUIREMENTS SERVICE

TCJA Credits are applicable to the rate schedules as indicated below for customers contracting for full requirements service. Customers shall receive the Credit A and Calculation C Credit until the Company is authorized new base rates in a general rate case proceeding.

		Calculation C Credit	
Rate Schedule No.	Credit A $/kWh	Effective ***July 1, 2020 to Dec. 31, 2020*** $/kWh	Effective ***Jan. 1, 2021*** $/kWh
Rg 1	(.00385)	***(.00072)***	***(.00052)***
Rg 2	(.00348)	***(.00073)***	***(.00054)***
Cg 1, Cg 2, TssM, TssU	(.00411)	***(.00080)***	***(.00057)***
Cg 5	(.00252)	***(.00050)***	***(.00037)***
Cg 3, Cg3C	(.00231)	***(.00041)***	***(.00027)***
Cp 3	(.00130)	***(.00030)***	***(.00021)***
Cp 1, Cp 2, Cp 4, Special Contract	(.00179)	***(.00043)***	***(.00034)***
Schedule A	(.00086)	(.00006)	(.00006)
Cp LC	(.00072)	(.00009)	(.00009)
Ms2, Ms3, GL1, LED1, Mg 1	(.00624)	***(.00114)***	***(.00083)***

The following rate schedules shall receive a TCJA Credit as indicated above consistent with the rate schedule under which the customer is served. The TCJA credit is not prorated based on the level of participation selected under rate schedules ERER1, ERER2 or ERER3.

Rate Schedule No.
ERER1
ERER2
ERER3
DS1
CGS Category 1
CGS Category 2
CGS Biogas

RETAIL ACCESS SERVICE

TCJA Credits are applicable to the rate schedules as indicated below for customers contracting for retail access service. Customers shall receive the Credit A and Calculation C Credit until the Company is authorized new base rates in a general rate case proceeding.

		Calculation C Credit	
Rate Schedule No.	Credit A $/kWh	Effective ***July 1, 2020 to Dec. 31, 2020*** $/kWh	Effective ***Jan. 1, 2021*** $/kWh
Rg 1	(.00289)	(.00036)	(.00036)
Cg 1, TssM, TssU	(.00315)	***(.00051)***	***(.00036)***
Cg 3	(.00144)	***(.00020)***	***(.00013)***
Cp 1, Cp 4	(.00095)	***(.00016)***	***(.00013)***
Schedule A	(.00012)	***(.00002)***	(.00001)
Cp LC	(.00001)	(.00000)	(.00000)

RESIDENTIAL FULL REQUIREMENTS OR RETAIL ACCESS SERVICE RATE Rg1

AVAILABILITY

To customers contracting for residential full requirements or retail access service for periods of one year or more for separately metered residential dwelling units including those in residences, summer cottages, and apartment buildings.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase, three-phase or combination single and three-phase service.

RATE

Power Supply Charges: These charges are applicable to Full Requirements service.

	Capacity	Non-Capacity	Total
Non-Space heating:	$0.04251	$0.04748	$0.08999 per kWh

For customers with permanently installed electric space heating equipment which is the primary source of space heating, the following rate shall apply during the billing months of November through June:

	Capacity	Non-Capacity	Total
Space heating:	$0.04251	$0.04748	$0.08999 per kWh first 500 kWh per month
	$0.04251	$0.04498	$0.08749 per kWh excess of 500 kWh per month

Delivery Charges: These charges are applicable to Full Requirements and Retail Access service.

Facilities Charge:	per day per standard meter or service connection	
	$0.31582	single-phase
	$0.47373	three-phase
Distribution Charge:	$0.04772	per kWh
Excess Meter Charge:	$0.03288	per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM CHARGE

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, and the Excess Meter Charge, if applicable.

PAYMENT: This rate is net.

LATE PAYMENT CHARGE

The late payment charge is 1.5%, not compounded, of the portion of the bill, net of taxes, that is delinquent. The late payment charge shall not apply to customers whose payments are made by the Department of Human Services or who are participating in a shut off protection program as described in the Consumer Standards and Billing Practices for Electric Residential Service (R460.101-460.169).

RETAIL ACCESS OPTION

Customers who meet the availability requirements of the Rg1 rate schedule may contract for residential retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Capacity Power Supply Charges above, not subject to Power Supply surcharges and credits, if their Alternative Electric Supplier has not secured generation capacity for the customer. There is a $2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

(Continued on Sheet No. D-8.01)

RESIDENTIAL FULL REQUIREMENTS OR RETAIL ACCESS SERVICE RATE Rg1
(Continued From Sheet No. D-8.00)

CONDITIONS OF DELIVERY

See Sheet Nos. D-10.00 – D-11.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

RESIDENTIAL FULL REQUIREMENTS SERVICE TIME-OF-USE RATE Rg2

AVAILABILITY

To residential customers contracting for full requirements service on a voluntary basis for electric service for domestic purposes for a period of one year or more. Customers are required to remain on the selected on-peak period for at least one year.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 Hertz, single-phase, three-phase, or combination single and three-phase service.

RATE

Delivery and Power Supply Charges:

Facilities Charge: per day per standard meter or service connection

$0.31582	single-phase
$0.47373	three-phase

Distribution and Power Supply Charges:

Capacity	Non-Capacity	Total
$0.13549	$0.14161	$0.27710 per kWh On-peak (a)
		$0.05818 per kWh Off-peak (b)

Excess Meter Charge: $0.03288 per day per standard meter in excess of one

Delivery and Power Supply Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

(a) Residential on-peak usage is the energy in kilowatt-hours delivered during the on-peak period selected by the customer. The four on-peak periods available are: 7:00 a.m. to 7:00 p.m., 8:00 a.m. to 8:00 p.m., 9:00 a.m. to 9:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(b) Residential off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

MINIMUM CHARGE

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, and the Excess Meter Charge, if applicable.

PAYMENT: This rate is net.

LATE PAYMENT CHARGE

The late payment charge is 1.5%, not compounded, of the portion of the bill, net of taxes, that is delinquent. The late payment charge shall not apply to customers whose payments are made by the Department of Human Services or who are participating in a shut off protection program as described in the Consumer Standards and Billing Practices for Electric Residential Service (R460.101-460.169).

CONDITIONS OF DELIVERY See Sheet Nos. D-10.00 – D-11.00.

(Continued on Sheet No. D-10.00)

RESIDENTIAL SERVICE TIME-OF-USE RATES Rg1 & Rg2
(Continued from Sheet No. D-9.00)

CONDITIONS OF DELIVERY

1. The Company will generally furnish single-phase, 60 hertz service at 120/240 volts. Single or three-phase service will be furnished in accordance with the Electric Service Rules and Regulations of the Company.

2. In any established three-phase, four-wire area, the Company may furnish 60-hertz, alternating current service at 120/208 volts. Single-phase loads will be served from three-wire circuits (two phases and neutral) and three-phase loads from four-wire circuits (three phases and neutral).

3. When single phase service is furnished through one meter, and single or three-phase service through another, each installation shall be regarded as a separate service under this rate.

4. Service for a barn or private garage may be furnished through the associated residence meter or through a separate meter. In the latter case, it shall be treated as service to a separate residence. A private garage is defined as one used in connection with a residence and housing not in excess of four cars, or housing more than four cars if all cars are used in connection with the residence of a single residential customer.

5. In multi-unit dwellings in which each dwelling unit is separately metered, service to each such unit shall be furnished under the residential rate. Service to the janitor's quarters, excluding service for the public portions of such dwelling, shall be furnished under the residential rate if separately metered. A dwelling unit is defined as any room or group of rooms used for cooking and sleeping purposes.

6. Service under this rate is not available for the following types of premises, which shall be served under the general secondary rate.
   (a) A building used for both residential and commercial purposes, if both residential and commercial portions are served through one meter.
   (b) A business establishment located in a multi-unit dwelling.
   (c) A group of three or more dwelling units, including rental units, which are served through one meter in whole or in part.
   (d) A rooming house, defined a dwelling in which the customer maintains four or more rooms for rent.
   (e) The public portions of a multi-unit dwelling and any other loads served through the same meter

7. A customer who regularly uses service of less than one year may pay the monthly minimum charge during the months in which he does not require service or, upon his request, service will be disconnected and he will be billed a disconnection and reconnection charge as specified in Section C2.15 of the Electric Service Rules and Regulations of this Company.

8. Seasonal customers may elect to be billed each of six consecutive revenue months, June through November , of each year in lieu of monthly billing. Seasonal customers must be able to demonstrate that, during the non-billing period, usage does not exceed a total of 1000 kWh in order to qualify for the seasonal billing arrangement. For billing seasonal customers, the facilities charge and meter charge shall be doubled. Incidental use during the off-season months will be included in the first billing of the following season. A customer may elect the seasonal billing option at the time of application for service or any time thereafter but, once elected, the option must remain in effect a minimum of twelve months. Customers being billed under the seasonal billing option may discontinue service at any time (See paragraph 7, Conditions of Delivery). New or discontinuing customers will be billed only during the seasonal billing months that they are on service.

9. A customer shall not receive a reduced minimum charge for temporary disconnection of service. If reconnected within 12 months of disconnection, the customer shall also pay the disconnection and reconnection charge as specified in Section C2.15 of the Electric Service Rules and Regulations of the Company.

(Continued on Sheet No. D-11.00)

RESIDENTIAL SERVICE TIME-OF-USE RATES Rg1 & Rg2
(Continued from Sheet No. D-8.00)

CONDITIONS OF DELIVERY (Cont.)

10. Temporary service is available under this rate upon the payment in advance of the Company's estimated cost of providing and installing all facilities required especially for such service, plus the estimated cost of removing such facilities, less the estimated salvage value of the property removed. In no case shall the net payment by the customer be less than $25.00.

11. Energy furnished under rates for residential service shall not be resold.

12. The Company shall not be required to provide service as standby for other types of energy or fuel.

13. Renewable energy systems under schedule Rg2 shall utilize electricity as the sole supplemental source of energy. The installation must be approved by the local code authority.

14. Energy storage systems under schedule Rg2 must be adequate to supply all the energy requirements for the purpose intended and shall utilize electricity as the sole source of energy. The installation must be approved by the local code authority.

15. Customers who wish to operate electric generation equipment in parallel with the Company's system shall abide by the conditions of purchase for rate schedules Cgs Category 1, Cgs Category 2, Cgs Large, Cgs Biogas and CGS-PV.

GENERAL SECONDARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE RATE Cg1

AVAILABILITY

To customers contracting for secondary full requirements or retail access service for one year or more for general commercial, industrial, or governmental purposes.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

RATE

Power Supply Charges: These charges are applicable to Full Requirements service.

Capacity	Non-Capacity	Total
$0.04173	$0.04798	$0.08971 per kWh

Delivery Charges: These charges are applicable to Full Requirements and Retail Access service.

Facilities Charge:	per day per standard meter or service connection	
	$0.49315	single-phase
	$0.96986	three-phase
Distribution Charge:	$0.05443	per kWh
Excess Meter Charge:	$0.03288	per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM CHARGE

For regular service the monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, and the Excess Meter Charge, if applicable. For auxiliary service the monthly minimum charge shall be as provided in conditions of delivery. See paragraph 6, Conditions of Delivery.

LATE PAYMENT CHARGE

A 1.5% per month late charge will be applied to outstanding charges past due.

RETAIL ACCESS OPTION

Customers who meet the availability requirements of the Cg1 rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Capacity Power Supply Charge above, not subject to Power Supply surcharges and credits, if their Alternative Electric Supplier has not secured generation capacity for the customer. There is a $2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

CONDITIONS OF DELIVERY

See Sheet No. D-22.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

GENERAL SECONDARY TOTAL ELECTRIC FULL REQUIREMENTS SERVICE Cg2

AVAILABILITY

To customers contracting for secondary full requirements service for one year or more for general commercial, industrial, or governmental purposes where electricity is used as the sole source of energy for space heating, water heating and all other uses. Service under this schedule is only available to premises currently served under this schedule. This schedule has been closed to new installations since February 5, 1985.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

RATE

Power Supply Charges:

Capacity	Non-Capacity	Total
$0.04173	$0.03948	$0.08121 per kWh

Delivery Charges:

Facilities Charge:	per day per standard meter or service connection	
	$0.49315	single-phase
	$0.96986	three-phase
Distribution Charge:	$0.05443	per kWh
Excess Meter Charge:	$0.03288	per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM CHARGE

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, and the Excess Meter Charge, if applicable.

LATE PAYMENT CHARGE

A 1.5% per month late payment charge will be applied to outstanding charges past due.

CONDITIONS OF DELIVERY

1. The Company will generally furnish single-phase, 60 hertz service at 120/240 volts. Three-phase or combination single-phase and three-phase service will be furnished in accordance with the Electric Service Rules and Regulations of the Company.

2. When lighting service is furnished through one meter and power service through another, the registrations of the two meters will be added for billing purposes if the meters are installed at the same location. Where separately metered service is furnished for emergency exit lighting, fire alarm system or fire pump purposes the energy used will be accumulated and billed with the regular service, provided that it is furnished from the service connection which supplies regular service.

3. Service under this rate is for general use in commercial, industrial, and governmental establishments, including any group of three or more dwelling units which are served through one meter and comply with the Electric Service Rules and Regulations governing resale. When farming and commercial or industrial operations are combined, the applicable rate shall be determined by the predominant use of service.

4. At the request of a customer, service will be furnished under this rate at the available primary voltage by special arrangement under which the customer will agree to furnish, own and maintain at his expense all apparatus and material necessary for proper utilization of service at such voltage. In such cases the service will be metered at the supply voltage and kilowatt-hours registered will be reduced by 3%.

(Continued on Sheet No. D-14.00)

GENERAL SECONDARY TOTAL ELECTRIC FULL REQUIREMENTS SERVICE Cg2
(Continued From Sheet No. D-13.00)

CONDITIONS OF DELIVERY (Cont.)

5. Energy furnished under this rate shall not be resold except as provided in the Electric Service Rules and Regulations of the Company.

6. This rate applies when the Company furnishes the entire electric service requirements of a customer. The Company will, however, furnish auxiliary service hereunder to a customer who operates his power plant. If the power plant is so operated that all or any portion of the customer's load can be served either from the power plant or from the Company's system, the customer shall contract for a demand mutually agreed upon, but in no case less than 5 kW. The customer' s demand shall be metered, and his net monthly bill for auxiliary service shall not be less than $2.50 per kW of the highest measured demand in the twelve-month period ending with the current month, or the minimum demand specified in the contract, whichever is the greater.

7. Customers who wish to operate electric generation equipment in parallel with the Company's system shall abide by the conditions of purchase for rate schedules Cgs Category 1, Cgs Category 2, Cgs Large, Cgs Biogas and CGS-PV.

8 The Company shall not be required to provide service facilities except as specified in paragraph 6 for any customer which are substantially in excess of that required for the customer's regular use.

9. Except as provided by contract entered into pursuant to paragraph 6 of these conditions, the Company shall not be required to provide service as standby for other types of energy or fuel.

10. A customer who regularly uses service for periods of less than one year may pay the monthly minimum charge during the months in which he does not require service or, upon his request, service will be disconnected and the customer will pay a disconnection and reconnection charge of $25.00 if the Company's service facilities are not removed.

GENERAL SECONDARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE TIME-OF-USE RATE Cg3

AVAILABILITY

For customers contracting for secondary full requirements or retail access electric service for one year or more for general commercial, industrial or governmental purposes, and whose energy consumption is equal to or greater than 30,000 kWh per month, for three consecutive months. The customer must remain on this rate classification for 12 months before becoming eligible to transfer to a different general secondary rate. If the customer transfers from the Cg3 rate to a different rate, the customer must wait 12 months before they can transfer back to the Cg3 rate. This rate is available to customers previously served under the Cg3 rate schedule only after they have taken service for at least a 12-month period under another of the Company's rate schedules.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

RATE

Power Supply Charges: These charges are applicable to Full Requirements service.

Capacity Demand Charge:	$16.564	per kW Measured On-peak Demand
Non-Capacity Energy Charge:		
	$0.05833	per kWh On-Peak (a)
	$0.03807	per kWh Off-peak (b)

Delivery Charges: These charges are applicable to Full Requirements and Retail Access service.

Facilities Charge:	$2.79452	per day per standard meter or service connection
Demand Charge:	$5.592	per kW of Customer Maximum Demand
Distribution Charge:	$0.01221	per kWh On-peak (a)
	$0.01221	per kWh Off-peak (b)
Excess Meter Charge:	$0.13151	per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

(a) General Secondary on-peak usage is the energy in kilowatt-hours delivered between 9:00 a.m. and 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(b) General Secondary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

MINIMUM CHARGE

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, the Excess Meter Charge, and the Customer Maximum Demand Charge. Auxiliary service shall be as provided in Paragraph 6, Conditions of Delivery**,** Sheet D-22.00.

LATE PAYMENT CHARGE

A 1.5% per month late payment charge will be applied to outstanding charges past due.

RETAIL ACCESS OPTION

Customers who meet the availability requirements of the Cg3 rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Power Supply Capacity Demand Charge above, not subject to Power Supply surcharges and credits, if their Alternative Electric Supplier has not secured generation capacity for the customer. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

CONDITIONS OF DELIVERY

See Sheet No. D-22.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

(Continued on Sheet No. D-16.00)

GENERAL SECONDARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE TIME-OF-USE RATE Cg3
(Continued from Sheet D-15.00)

DETERMINATION OF DEMAND

1. Measured demand shall be the average rate at which energy is used for any period of fifteen consecutive minutes as ascertained by a wattmeter and an associated tape recorder or other standard measuring device.

2. Measured on-peak demand shall be the maximum measured demand established during on-peak hours within the billing period. Unless specified to the contrary in writing by six months prior written notice to the customer, provided the on-peak period does not exceed twelve hours per day, on-peak hours shall be from 9:00 a.m. to 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3. Customer maximum demand shall be the maximum measured demand, which occurs during either the on or off-peak period, in the current or preceding 11 billing periods.

GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL CURTAILABLE RATE Cg3C

AVAILABILITY

To customers who would otherwise qualify for General Secondary Service – Time-of-Use Rate Schedule Cg3, and contract for a minimum of 100 kilowatts of curtailable load. The Company reserves the right to limit participation to 10 customers.

RATE

Power Supply Charges:

Capacity Demand Charge:	$16.564	per kW Measured On-peak Demand
Curtailable Demand Credit	$0.02020	per kW per on-peak hour of use
Non-Capacity Energy Charge:		
	$0.05833	per kWh On-Peak (a)
	$0.03807	per kWh Off-peak (b)

The curtailable credit per kilowatt of curtailable demand for the billing period shall be determined by application of the following formula:

$$(A*B)*\frac{C}{D} \text{ where}$$

A = credit per kW of curtailable demand per on-peak hour-of-use
B = actual on-peak hours-of-use, determined by dividing the on-peak kWh for the billing period by the measured demand
C = 255 hours
D = on-peak hours in the billing period minus actual hours of capacity curtailment in the billing period

If the curtailable load is on isolated and separately metered circuits, it will be treated as a separate service to the customer.

Delivery Charge:

Facilities Charge:	$2.79452	per day per standard meter or service connection
Demand Charge:	$5.592	per kW of customer maximum demand
Distribution Charge:	$0.01221	per kWh On-peak (a)
	$0.01221	per kWh Off-peak (b)
Excess Meter Charge:	$0.13151	per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

(a) General Secondary on-peak energy usage is the energy in kilowatt-hours delivered between 9:00 a.m. and 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
(b) General Secondary off-peak energy usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

MINIMUM CHARGE

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, the Excess Meter Charge, and the Customer Maximum Demand Charge. Auxiliary service shall be as provided in Paragraph 6, Conditions of Delivery, Sheet D-22.00.

LATE PAYMENT CHARGE

A 1.5% per month late payment charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-18.00)

GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL CURTAILABLE RATE Cg3C
(Continued from Sheet No. D-17.00)

DETERMINATION OF DEMAND

1. Measured demand shall be the average rate at which energy is used for any period of fifteen consecutive minutes as ascertained by a wattmeter and an associated tape recorder or other standard measuring device.

2. Measured on-peak demand shall be the maximum measured demand established during on-peak hours within the billing period. Unless specified to the contrary in writing by six months prior written notice to the customer, provided the on-peak period does not exceed twelve hours per day, on-peak hours shall be from 9:00 a.m. to 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3. Customer maximum demand shall be the maximum measured demand, which occurs during either the on or off-peak period, in the current or preceding 11 billing periods.

4. Contract Firm Demand. Customers served under this rate must enter into a contract that specifies a contract firm demand level. The customer may renominate a contract firm demand once during a calendar year subject to approval by the Company. In the event of a capacity curtailment, as defined in paragraph (9) of the Conditions of Delivery, within an hour of being notified to curtail by the Company, the customer must curtail demand to the contract firm demand level, and remain at or below the contract firm demand until the customer is notified that the curtailment period has ended. The customer shall not be required to curtail its demand to its contract firm demand level for a curtailment period for system energy economy reasons as described in paragraph (9) of the Conditions of Delivery.

5. Curtailable Demand. If the measured on-peak demand is greater than the contract firm demand, then the curtailable demand is equal to the difference between the measured on-peak demand and the contract firm demand. If the measured on-peak demand is less than or equal to the contract firm demand, then the curtailable demand is zero.

CONDITIONS OF DELIVERY

1. General Secondary – Time-of-Use, Rate Schedule No. Cg 3, Conditions of Delivery apply.

2. A customer may make a one-time election to take service under this rate schedule for a trial period of twelve consecutive months. The customer must execute a contract which specifies that the customer will notify the Company at least 30 days before trial period ends of whether the customer will continue the curtailable service contract for a minimum of three more years. The curtailable service contract will contain a provision which, absent notice, will automatically extend the contract for one year from each anniversary date.

3. If the customer terminates the contract described above prior to the date of termination as set forth in said contract, the customer will pay to the Company a cancellation charge equal to the sum of the curtailable credits as shown on the customer's bills for the most recent 12 month period. The cancellation charge will not apply if the customer executes a contract to take service, effective the day following termination of their existing non-firm contract, under another of the Company's non-firm rate schedules which has a 3 year rolling contract term, provided that there is no increase in on-peak firm demand for the duration of the current contract term which is defined as the remaining term as of the next anniversary date of the contract. For example, if the contract has a three year term with an anniversary date of April 30, 2006, and the change is requested prior to April 30, 2006, then no additional firm load may be added until May 1, 2009. After that date, changes may be made only in accordance with tariff requirements. At the sole discretion of the Company, other customer requests to waive this cancellation fee may be considered and granted, but only under extraordinary circumstances such as a systemic and sustained change in customer production levels.

4. If the customer's curtailment demand is less than 100 kW for any three months of a consecutive twelve month period, the Company may suspend service under this rate and thereafter serve the customer under the appropriate rate.

(Continued on Sheet No. D-19.00)

GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL CURTAILABLE RATE Cg3C
(Continued from Sheet No. D-18.00)

CONDITIONS OF DELIVERY (Cont.)

5. For purposes of determining the customer's eligibility for this rate, the customer's curtailable demand will be the difference between the customer's maximum measured on-peak demand during the last consecutive twelve month period and the customer's proposed contract firm demand. Curtailable service under this rate may be refused if the Company believes the load to be curtailed will not provide adequate load reduction when the Company desires curtailment. The Company will notify the customer of the Company's refusal to provide service under this rate and the Company will inform the customer of the customer's right to ask for a commission review of the Company's refusal of service.

6. Where needed, the customer shall supply a source of electric service at 120 volts with sufficient capacity to operate the curtailable rate metering system.

7. The Company will install all apparatus and materials necessary for the measurement of the curtailment of load. The customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.

8. Service under this rate shall be subject to curtailment at the sole discretion of the Company. The sum of capacity curtailments and system energy economy constraints will not exceed 300 hours of curtailment in any calendar year. The Company will limit the duration of any one curtailment to eight hours between the hours of 8:00 a.m. and 10:00 p.m. prevailing time. Brief periods of curtailment (periods that are less than four hours duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind, and other physical causes other than intentional curtailment by the Company shall not be considered in determining the hours of curtailment.

9. Service under this rate shall be subject to: a) curtailments due to capacity constraints, during which the customer must curtail load or be charged a penalty, and b) system energy economy constraints, during which the customer may elect to either drop load or pay the additional charge for energy use.

   Capacity Curtailments: The customer shall receive a one hour notice of capacity curtailments. The customer shall be charged a penalty for each occurrence in which the customer fails to curtail load to or below the contract firm demand level during the entire period of a capacity curtailment. During the twelve month trial period, the penalty shall be fifteen dollars ($15) per kilowatt of maximum measured demand above the contract firm demand recorded during a capacity curtailment period, for up to two failures to curtail within said trial period. Beginning with the third failure to curtail during the trial period, and for all failures to curtail which occur after the expiration of the trial period, the penalty shall be thirty-five dollars ($35) per kilowatt of maximum measured demand recorded during a capacity curtailment period which is above the customer's contract firm demand level. The Company may suspend service under this rate and thereafter serve the customer under the appropriate rate if the customer fails to curtail service twice in any consecutive twelve month period.

   System Energy Economy Constraints: The customer shall receive one hour notice of a system energy economy constraint which will include the projected system avoided costs for power plus 10% for the economy constraint period for all energy used above the contract firm demand level. An example of determination of the additional charge is shown below:

System Avoided Cost of Power Plus 10% per kWh	$0.1200
On-Peak Energy per kWh at Existing Rate	$0.0800
Additional Charge per kWh	$0.0400

(Continued on Sheet No. D-20.00)

GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL CURTAILABLE RATE Cg3C
(Continued from Sheet No. D-12.04)

CONDITIONS OF DELIVERY (Cont.)

10. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.

11. Curtailable service shall not be used as a standby for any other forms of energy or fuel. Customers with their own generating equipment shall be required to separately meter such equipment or demonstrate the separation of curtailable loads from the generation output.

SMALL SECONDARY FULL REQUIREMENTS SERVICE TIME-OF-USE RATE Cg5

AVAILABILITY

Available, on a voluntary basis, for a period of one year or more, to customers contracting for secondary full requirements electric service for general commercial, industrial, governmental or farm purposes.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

RATE

Delivery and Power Supply Charges:

Facilities Charge: per day per standard meter or service connection

$0.49315	single-phase
$0.96986	three-phase

Distribution and Power Supply Charges:

Capacity	Non-Capacity	Total
$0.12278	$0.15282	$0.27560 per kWh On-peak (a)
		$0.06887 per kWh Off-peak (b)

Excess Meter Charge: $0.03288 per day per standard meter in excess of one

Delivery and Power Supply Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

(a) Small secondary on-peak energy usage is the energy in kilowatt-hours delivered between 9:00 a.m. and 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(b) Small Secondary off-peak energy usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

MINIMUM CHARGE

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, and the Excess Meter Charge. Auxiliary service shall be as provided in Paragraph 6, Conditions of Delivery, Sheet D-22.00.

LATE PAYMENT CHARGE

A 1.5% per month late payment charge will be applied to outstanding charges past due.

CONDITIONS OF DELIVERY

See Sheet No. D-22.00.

(Continued on Sheet No. D-14.00)

GENERAL SECONDARY SERVICE RATES Cg 1, Cg 3, Cg 3C and Cg 5

CONDITIONS OF DELIVERY

1. The Company will generally furnish single-phase, 60 hertz service at 120/240 volts. Three-phase or combination single-phase and three-phase service will be furnished in accordance with the Electric Service Rules and Regulations of the Company.

2. When lighting service is furnished through one meter and power service through another, the registrations of the two meters will be added for billing purposes if the meters are installed at the same location. Where separately metered service is furnished for emergency exit lighting, fire alarm system or fire pump purposes, the energy used will be accumulated and billed with the regular service provided that it is furnished from the service connection which supplies regular service. In such cases, the customer shall pay the fixed charge for each meter installed.

3. Service under this rate is for general use in commercial, industrial, and governmental establishments, including any group of three or more dwelling units which are served through one meter and comply with the Electric Service Rules and Regulations of the Company governing resale. When farming and commercial or industrial operations are combined, the applicable rate shall be determined by the predominant use of service.

4. At the request of a customer, service will be furnished under this rate at the available primary voltage by special arrangement under which the customer will agree to furnish, own and maintain at his expense all apparatus and material necessary for proper utilization of service at such voltage. In such cases the service will be metered at the supply voltage and kilowatt hours registered will be reduced 3% and the measured demand will be reduced 2-1/2% for billing purposes.

5. Temporary service is available under this rate upon the payment in advance of the Company's estimated cost of providing and installing all facilities required especially for such service, plus the estimated cost of removing such facilities, less the estimated salvage value of the property removed. In no case shall the net payment by the customer be less than $25.00.

6. This rate applies when the Company furnishes the entire electric service requirements of a customer. The Company will, however, furnish auxiliary service hereunder to a customer who operates his power plant. If the power plant is so operated that all or any portion of the customer's load can be served either from the power plant or from the Company's system, the customer shall contract for a demand mutually agreed upon, but in no case less than 5 kW. The customer' s demand shall be metered, and his net monthly bill for auxiliary service shall not be less than $2.50 per kW of the highest measured demand in the twelve-month period ending with the current month, or the minimum demand specified in the contract, whichever is the greater.

7. Customers who wish to operate electric generation equipment in parallel with the Company's system shall abide by the conditions of purchase for rate schedules Cgs Category 1, Cgs Category 2, Cgs Large, Cgs Biogas and CGS PV.

8 The Company shall not be required to provide service facilities except as specified in paragraph 6 for any customer which are substantially in excess of that required for the customer's regular use.

9. Energy furnished under this rate shall not be resold, except as provided in the Rules and Regulations of the Company.

10. Except as provided by contract entered into pursuant to paragraph 6 of these conditions, the Company shall not be required to provide service as standby for other types of energy or fuel.

11. A customer who regularly uses service for periods of less than one year may pay the monthly minimum charge during the months in which he does not require service or, upon his request, service will be disconnected and the customer will pay a disconnection and reconnection charge of $25.00 if the Company's service facilities are not removed.

GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE
TIME-OF-USE RATE Cp1

AVAILABILITY

To customers contracting for full requirements or retail access service - three-phase, 60 hertz power at approximately 2,400 volts or higher for periods of one year or more. Customers are required to remain on the selected on-peak period for at least one year.

RATES: (for service at primary voltages)	≤4,160 volts	>4,160 to ≤69,000 volts	≥69,000 volts
Power Supply Charges: These charges are applicable to Full Requirements service.			
Capacity Demand Charge: per kW of Measured On-peak Demand	$16.610	$16.295	$15.971
Non-Capacity Energy Charge: per kWh			
On-peak (b)	$0.05805	$0.05674	$0.05561
Off-peak (c)	$0.03789	$0.03703	$0.03630
Delivery Charges: These charges are applicable to Full Requirements and Retail Access service.			
Facilities Charge: per day	$20.21918	$20.21918	$20.21918
Demand Charge: per kW of Customer Maximum Demand	$4.313	$4.231 OR $0.200(a)	$0
Distribution Charge: per kWh			
On-peak (b)	$0.01203	$0.01180 OR $0.00124(a)	$0
Off-peak (c)	$0.01203	$0.01180 OR $0.00124(a)	$0
Power Factor Demand Charge: per kW of Power Factor Demand	$18.204	$17.907	$12.184

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

For Determination of Demand, see Sheet No. D-25.00.

(a) Charge for customer who takes service at 13,200 volts or greater, but less than 69,000 volts, directly from a company-owned substation transformer, and is served using no company-owned primary lines.
(b) General primary on-peak usage is the energy in kilowatt-hours delivered during the on-peak period selected by the customer. The two on-peak periods available are: 8:00 a.m. to 8:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
(c) General Primary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

MINIMUM CHARGE

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, plus the charge for 300 kW of measured on-peak demand plus the charge for 300 kW of customer maximum demand.

LATE PAYMENT CHARGE

A 1.5% per month late payment charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-24.00)

GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE
TIME-OF-USE RATE Cp1
(Continued from Sheet No. D-23.00)

RETAIL ACCESS OPTION

Customers who meet the availability requirements of the Cp1 rate schedule may contract for retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. ***Additionally, retail access customers shall pay the Power Supply Capacity Demand Charge above, not subject to Power Supply surcharges and credits or the monthly on-peak demand minimum, if their Alternative Electric Supplier has not secured generation capacity for the customer.*** Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

CONDITIONS OF DELIVERY

See Sheet No. D-26.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

GENERAL PRIMARY SERVICE TIME-OF-USE RATE Cp1 & Cp2
(Continued from Sheet No. D-15.00)

DETERMINATION OF DEMAND: This is also valid for rate Cp4

Measured Demands:

(a) Measured demand shall be the average rate at which energy is used for a period of 15 consecutive minutes as ascertained by a watthour meter and an associated electronic recorder or other standard measuring device.

(b) Measured on-peak demand shall be the maximum measured demand established during on-peak hours within the billing period. Unless specified to the contrary in writing by six months prior written notice to customer, provided the on-peak period does not exceed twelve hours per day, on-peak hours shall be either from 8:00 a.m. to 8:00 p.m. or from 10:00 a.m. to 10:00 p.m., as selected by the customer, prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(c) Measured off-peak demand shall be the maximum measured demand established during off-peak hours within the billing period. Off-peak hours are those hours not designated as on-peak hours.

Customer Maximum Demand:

Customer maximum demand shall be the maximum measured demand which occurs during either the on or off-peak period, in the current or preceding 11 billing periods.

Power Factor Demand:

The distribution demand charges are based on a standard power factor of 85 percent. The customer's monthly Power Factor Demand is determined as follows:

(a) For Power Factors at 85 %:
Power Factor Demand = 0

(b) For Power Factors below 85%:
Power Factor Demand = [(Measured On-peak Demand) (.65) (0.85 - Peak Power Factor)]

(c) For Power Factors above 85%:
Power Factor Demand = [(Measured On-peak Demand) (.50) (0.85 -Peak Power Factor)]

The peak power factor shall be calculated from the kilowatthours "A", as obtained from the watthour meter, and the lagging kilovoltampere reactive hours "B", as obtained from a ratcheted reactive component meter, which are used during the same fifteen-minute period in which the maximum measured demand occurs, by the following formula:

Peak power factor = A divided by square root of $(A^2 + B^2)$

New Equipment Testing Demand for Rate Cp 1 Only:

Any customer installing new equipment requiring on-peak testing which may cause increased measured demand during such testing, may request adjustment of measured demands. Where a customer so requests and has provided, to the approval of the Company, isolation of the testing load and payment of all costs of metering (sub-metering), the monthly measured demands during pre-approved testing periods will be adjusted in months when testing loads have on-peak hours of use less than 100 . Under the above conditions, measured demand will be the calculated billed demand for the customer's non-testing loads plus a component for measured demand associated with testing loads. Non-testing load is the difference between the total Company supplied power, as measured at the point of the customer's interconnection with the Company and the separately metered test load. The measured demand component for testing loads will be determined by multiplying the difference between the customer's measured demand, as determined in (2) above, and the calculated measured demand for the non-testing load in the month times a factor. The factor is [(on-peak hours of use x .0075) + .25].

(Continued on Sheet No. D-17.00)

GENERAL PRIMARY SERVICE TIME-OF-USE RATE Cp1
(Continued from Sheet No. D-16.00)

CONDITIONS OF DELIVERY

1. The Company will furnish three-phase, 60 hertz power service at a primary voltage as specified by the Company, but in no case less than approximately 2,400 volts, at one point on the premises of the customer nearest the lines of the Company. The supply voltage will depend upon the location of the customer and the size and characteristics of his load. At the option of the Company, a customer receiving service under this rate at more than one voltage on the same premises may be billed on a conjunctive basis if the customer was required to change voltage due to the limitations of the Company's distribution system. If the customer elects to serve additional load at a higher voltage and the Company has distribution facilities at the existing voltage adequate to serve the additional load, then the Company shall bill the customer separately at each voltage.

2. Service under this rate is primarily for customers who use it in manufacturing and industrial operations. Any customer receiving service under this rate who requires lighting regulation shall furnish, install, operate and maintain the necessary regulating equipment at his expense.

3. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Company's rules and regulations pertaining to primary substation installation, and shall at all times be kept suitable for operation by the power furnished.

4. If the customer's off-peak demand exceeds the on-peak demand, to the extent that the installation of additional facilities are required, then the customer shall pay for such additional facilities.

5. Customers who wish to operate electric generation equipment in parallel with the Company's system shall abide by the conditions of purchase for rate schedules Cgs Category 1, Cgs Category 2, Cgs Large, Cgs Biogas and CGS-PV.

6. Should the customer, because of fire, strike, demonstrations, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from utilizing the power service contracted for, the Company will waive the monthly minimum demand charge for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.

7. The Company shall use reasonable diligence in furnishing an uninterrupted and regular supply of power, but it shall not be liable for interruptions, deficiencies, or imperfections in electric service provided under these rates except to the extent of a prorated reduction of the demand charge provided for herein.

8. Service under this rate shall be furnished only in accordance with the Electric Service Rules and Regulations of the Company.

9. Except as provided by contract entered into pursuant to Paragraph 5 of these conditions, the Company shall not be required to provide service as standby for other types of energy or fuel.

10. Energy furnished under this rate shall not be resold, except as provided in the Electric Services Rules and Regulations of the Company.

GENERAL PRIMARY FULL REQUIREMENTS SERVICE INTERRUPTIBLE RATE Cp2

AVAILABILITY

To customers contracting for three-phase 60 hertz full requirements power service at approximately 2,400 volts or higher for periods of five years with a minimum 15 minute integrated demand of 1,000 kilowatts of interruptible load. Customers are required to remain on the selected on-peak period for at least one year.

RATES: (for service at primary voltages)	≤4,160 volts	>4,160 to ≤69,000 volts	≥69,000 volts
Power Supply Charges:			
Capacity Demand Charge: per kW of Measured On-peak Demand	$13.630	$13.405	$13.201
Non-Capacity Energy Charge: per kWh			
On-peak (b)	$0.05805	$0.05674	$0.05561
Off-peak (c)	$0.03789	$0.03703	$0.03630
Delivery Charges:			
Facilities Charge: per day	$20.21918	$20.21918	$20.21918
Customer may be exempt from this facilities charge if taking service at the same location on rate schedule Cp-1			
Demand Charge: per kW of Customer Maximum Demand	$4.313	$4.231 OR $0.200(a)	$0
Distribution Charge: per kWh			
On-peak (b)	$0.01203	$0.01180 OR $0.00124(a)	$0
Off-peak (c)	$0.01203	$0.01180 OR $0.00124(a)	$0
Power Factor Demand Charge: per kW of Power Factor Demand	$18.204	$17.907	$12.184

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

For Determination of Demand, see sheet No. D-25.00.

(a) Charge for customer who takes service at 13,200 volts or greater, but less than 69,000 volts, directly from a company-owned substation transformer, and is served using no company-owned primary lines**.**

(b) General primary on-peak usage is the energy in kilowatt-hours delivered during the on-peak period selected by the customer. The two on-peak periods available are: 8:00 a.m. to 8:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(c) General Primary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

MINIMUM CHARGE

The monthly minimum charge shall be the applicable Facilities Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, plus the charge for 700 kilowatts of measured on-peak demand, plus the charge for 700 kW of customer maximum demand.

LATE PAYMENT CHARGE

A one and one half percent (1.5%) per month late payment charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-28.00)

GENERAL PRIMARY FULL REQUIREMENTS SERVICE INTERRUPTIBLE RATE Cp2
(Continued from Sheet No. D-27.00)

CONDITIONS OF DELIVERY

1. General Primary – Time-of-Use, Rate Schedule No. Cp1, Conditions of Delivery apply.

2. A customer taking service under this rate must execute a contract with a provision which, absent notice, will automatically extend the contract for five years from each anniversary date.

3. Interruptible service under this rate may be refused if the Company believes the load to be interrupted will not provide adequate load reduction when the Company desires interruption. The Company will notify the customer of the Company's refusal to provide service under this rate and the Company will inform the customer of the customer's right to ask for a commission review of the Company's refusal of service.

4. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Company's rules and regulations pertaining to primary substation installation and shall at all times be kept suitable for operation by the power furnished. The customer's circuits are to be arranged so that none of the interruptible load can be transferred to service furnished under any other rate.

5. Service under this rate shall be subject to interruption at the sole discretion of the Company, but interruptions will not be made for system energy economy reasons. There will be no more than 150 hours of interruption in a calendar year. Brief periods of interruption (periods that are less than four hours' duration) should be regarded as having lasted four hours, for purposes of limiting the total annual hours to 150. Interruptions due to lightning, wind, and other causes other than intentional interruptions by the Company shall not be considered in determining the hours of interruption or frequency.

6. The customer shall pay thirty-five dollars ($35) per kilowatt for the 15-minute maximum measured demand recorded during each period of interruption of service ordered by the Company. The Company may suspend service under this rate if the customer uses service during periods of interruption and thereafter serve the customer under the appropriate rate.

7. The customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the interruptible load.

8. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.

9. Interruptible service shall not be used as standby for any other forms of energy or fuel.

GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3

AVAILABILITY

To customers contracting for three-phase 60 hertz full requirements power service at approximately 2,400 volts or higher with a minimum of 500 kilowatts of curtailable load. If the curtailable load is on isolated and separately metered circuits, it will be treated as a separate service to the customer. Customers are required to remain on the selected on-peak period for at least one year.

RATES: (for service at primary voltages)	≤4,160 volts	>4,160 to <69,000 volts	≥69,000 volts
Power Supply Charges:			
Capacity Demand Charge: per kW of Measured On-peak Demand	$16.610	$16.295	$15.971
Curtailable Demand Credit: per kW per on-peak hr of use	$0.0199	$0.0195	$0.0191
Non-Capacity Energy Charge: per kWh			
On-peak (b)	$0.05805	$0.05674	$0.05561
Off-peak (c)	$0.03789	$0.03703	$0.03630

The curtailable credit per kilowatt of curtailable demand for the billing period shall be determined by application of the following formula:

$$(A * B) * \frac{C}{D} \quad \text{where}$$

A = credit per kW of curtailable demand per on-peak hour of use
B = actual on-peak hours-of-use, determined by dividing the on-peak kWh for the billing period by the sum of the measured on-peak demand and power factor demand**.**
C = 255 hours
D = on-peak hours in the billing period minus actual hours of curtailment in the billing period

Delivery Charges:			
Facilities Charge: per day	$20.21918	$20.21918	$20.21918
Demand Charge: per kW of Customer Maximum Demand	$4.313	$4.231 OR $0.200(a)	$0
Distribution Charge: per kWh			
On-peak (b)	$0.01203	$0.01180OR $0.00124(a)	$0
Off-peak (c)	$0.01203	$0.01180OR $0.00124(a)	$0
Power Factor Demand Charge: per kW of Power Factor Demand	$18.204	$17.907	$12.184

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

(a) Charge for customer who takes service at 13,200 volts or greater, but less than 69,000 volts, directly from a company-owned substation transformer, and is served using no company-owned primary lines.
(b) General Primary on-peak usage is the energy in kilowatt-hours delivered during the on-peak period selected by the customer. The two on-peak periods available are:8:00 a.m. to 8:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
(c) General Primary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

(Continued on Sheet No. D-30.00)

GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3
(Continued from Sheet No. D-29.00)

MINIMUM CHARGE

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy ***Waste Reduction*** Surcharge, plus the charge for 300 kilowatts of measured on-peak demand, plus the charge for 300 kW of customer maximum demand.

LATE PAYMENT CHARGE

A one and one half percent (1.5%) per month Late Payment Charge will be applied to outstanding charges past due.

DETERMINATIONS OF DEMAND

Measured Demands:

(a) Measured demand shall be the average rate at which energy is used for a period of 15 consecutive minutes as ascertained by a watthour meter and an associated electronic recorder or other standard measuring device.

(b) Measured on-peak demand shall be the maximum measured demand established during on-peak hours within for the billing period. Unless specified to the contrary in writing by six months prior written notice to customer, provided the on-peak period does not exceed twelve hours per day, on-peak hours shall be either from 8:00 a.m. to 8:00-p.m. or from 10:00 a.m. to 10:00 p.m., as selected by the customer, prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(c) Measured off-peak demand shall be the maximum demand within the billing period which is established during off-peak hours for the billing period. Off-peak hours are those hours not designated as on-peak hours.

Customer Maximum Demand:

Customer maximum demand shall be the maximum measured demand which occurs during either the on or off-peak period, in the current or preceding 11 billing periods.

Power Factor Demand:

The distribution demand charges are based on a standard power factor of 85 percent. The customer's monthly Power Factor Demand is determined as follows:

(a) For Power Factors at 85 %:
Power Factor Demand = 0

(b) For Power Factors below 85%:
Power Factor Demand = [(Measured On-peak Demand) (.65) (0.85 - Peak Power Factor)]

(c) For Power Factors above 85%:
Power Factor Demand = [(Measured On-peak Demand) (.50) (0.85 - Peak Power Factor)]

The peak power factor shall be calculated from the kilowatthours "A", as obtained from the watt-hour meter, and the use of lagging kilovolt-ampere reactive hours "B", as obtained from a ratcheted reactive component meter, which are used during the same 15 minute period in which the maximum measured demand occurs by the following formula:

Peak Power factor = A divided by square root of $(A^2 + B^2)$

Contract Firm Demand

Customer served under this rate must enter into a contract that specifies a contract firm demand level and curtailable credit option. The customer may renominate a contract firm demand once during a calendar year subject to approval by the Company. Within an hour of being notified to curtail by the Company, the customer must curtail demand to the contract firm demand level and remain at or below the contract firm demand until the customer is notified that the curtailment period has ended, unless the customer has entered into a contract to buyout of curtailments for system energy economy reasons.

(Continued on Sheet No. D-31.00)

GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3
(Continued from Sheet No. D-30.00)

DETERMINATIONS OF DEMAND (Cont.):

Curtailable Demand

If Measured On-peak Demand is greater than the Contract Firm Demand, then:

Curtailable Demand = (Measured On-peak Demand - Contract Firm Demand)

If Measured On-peak Demand is less than the Contract Firm Demand, then:

Curtailable Demand = 0

CONDITIONS OF DELIVERY

1. General Primary – Time-of-Use, Rate Schedule No. Cp 1, Conditions of Delivery apply.

2. A customer may make a one-time election to take service under this rate schedule for a trial period of twelve consecutive months. The customer must execute a contract which specifies that the customer will notify the Company at least 30 days before trial period ends whether the customer will continue the curtailable service contract for a minimum of three more years. The curtailable service contract will contain a provision which, absent notice, will automatically extend the contract for an additional year from each anniversary date.

3. If the customer terminates the contract described above prior to the date of termination as set forth in said contract, the customer will pay to the Company a cancellation charge equal to the sum of the curtailable credits as shown on the customer's bills for the most recent 12 month period. The cancellation charge will not apply if the customer executes a contract to take service, effective the day following termination of their existing non-firm contract, under another of the Company's non-firm rate schedules which has a 3 year rolling contract term, provided that there is no increase in on-peak firm demand for the duration of the current contract term which is defined as the remaining term as of the next anniversary date of the contract. For example, if the contract has a three year term with an anniversary date of April 30, 2006, and the change is requested prior to April 30, 2006, then no additional firm load may be added until May 1, 2009. After that date, changes may be made only in accordance with tariff requirements.

   At the sole discretion of the Company, other customer requests to waive this cancellation fee may be considered and granted, but only under extraordinary circumstances such as a systemic and sustained change in Customer production levels.

4. If the customer's curtailable demand is less than 500 kW for any three months of a consecutive twelve month period, the Company may suspend service under this rate and thereafter serve the customer under the appropriate rate.

5. For purposes of determining the customer's eligibility for this rate, the customer's curtailable demand will be the difference between the customer's maximum measured on-peak demand during the last consecutive twelve month period and the customer's proposed contract firm demand. Curtailable service under this rate may be refused if the Company believes the load to be curtailed will not provide adequate load reduction when the Company desires curtailment. The Company will notify the customer of the Company's refusal to provide service under this rate and the Company will inform the customer of the customer's right to ask for a Commission review of the Company's refusal of service.

6. The customer shall, at its expense, install all apparatus and materials necessary for the measurement of the curtailment of load. The customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.

(Continued on Sheet No. D-32.00)

GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3
(Continued from Sheet No. D-31.00)

CONDITIONS OF DELIVERY (Cont.)

7. Service under this rate shall be subject to curtailment at the sole discretion of the Company. The sum of capacity curtailments and system energy economy constraints will not exceed 300 hours of curtailment in any calendar year. The Company will limit the duration of any one curtailment to eight hours between the hours of 8:00 a.m. and 10:00 p.m. prevailing time. Brief period of curtailment (periods that are less than four hours duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind, and other physical causes other than intentional curtailment by the Company shall not be considered in determining the hours of curtailment.

8. Service under this rate shall be subject to: a) curtailments due to capacity constraints, during which the customer must curtail load or be charged a penalty, and b) system energy economy constraints, during which the customer may elect to either drop load or pay the additional charge for energy use.

   Capacity Curtailments: The customer shall receive a one hour notice of capacity curtailments. The customer shall be charged a penalty for each occurrence in which the customer fails to curtail load to or below the contract firm demand level during the entire period of a capacity curtailment. During the twelve month trial period, the penalty shall be fifteen dollars ($15) per kilowatt of maximum measured demand above the contract firm demand recorded during a capacity curtailment period, for up to two failures to curtail within said trial period. Beginning with the third failure to curtail during the trial period, and for all failures to curtail which occur after the expiration of the trial period, the penalty shall be thirty-five dollars ($35) per kilowatt of maximum measured demand recorded during a capacity curtailment period which is above the customer's contract firm demand level. The Company may suspend service under this rate and thereafter serve the customer under the appropriate rate if the customer fails to curtail service twice in any consecutive twelve month period.

   System Energy Economy Constraints: The customer shall receive one hour notice of system energy economy constraint which will include the projected system avoided costs for power plus 10% for the economy constraint period for all energy used above the contract firm demand level. An example of determination of the additional charge is shown below:

System Avoided Cost of Power Plus 10% per kWh	$0.1200
On-Peak Energy per kWh at Existing Rate	$0.0800
Additional Charge per kWh	$0.0400

9. Should the customer, because of fire, strike, demonstrations, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from utilizing the power service contracted for, the Company will waive Paragraph 3 of these Conditions of Delivery for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.

10. The customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the curtailable load.

11. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.

12. Curtailable service shall not be used as standby for any other forms of energy or fuel. Customers with their own generating equipment shall be required to separately meter such equipment or demonstrate the separation of curtailable loads from the generation

GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY STANDBY RATE Cp4

AVAILABILITY

To customers contracting for three-phase 60 hertz full requirements or retail access power service at approximately 2,400 volts or higher for periods of one year or more (see Conditions of Delivery No. 3) that have a generator that normally operates in parallel with the Company's system and serves load which will transfer from the customer's to the Company's system during planned and/or unplanned outages of the customer's generation. Standby service has limitations, more fully described in the Terms and Conditions section, when used in conjunction with curtailable or interruptible service at the same location.

RATES: (for service at primary voltages)

	≤4,160 volts	>4,160 to ≤69,000 volts	≥69,000 volts
Power Supply Charges: These charges are applicable to Full Requirements service.			
Capacity Demand Charge: per kW of Billed Demand	$16.610	$16.295	$15.971
Standby Demand Charge: per kW	$1.748	$1.715	$1.680
Standby Energy: In addition to the charges below, Standby Energy will be billed at the system avoided cost of power plus 10% per kWh, less the appropriate on or off-peak energy charge per kWh (including the Power Supply Recovery Factor), but not less than zero.			
Non-Capacity Energy Charge: per kWh			
On-peak (b)	$0.05805	$0.05674	$0.05561
Off-peak (c)	$0.03789	$0.03703	$0.03630
Delivery Charges: These charges are applicable to Full Requirements and Retail Access service.			
Facilities Charge: per day			
First metering point	$20.21918	$20.21918	$20.21918
Per additional metering point	$6.57534	$6.57534	$6.57534
Demand Charge: per kW of Maximum Total Demand	$4.313	$4.231 OR $0.200(a)	$0
Distribution Charge: per kWh			
On-peak (b)	$0.01203	$0.01180 OR $0.00124(a)	$0
Off-peak (c)	$0.01203	$0.01180 OR $0.00124(a)	$0
Power Factor Demand Charge: per kW of Peak Power Factor Demand	$18.204	$17.907	$12.184

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

(a) Charge for customer who takes service at 13,200 volts or greater, but less than 69,000 volts, directly from a company-owned substation transformer, and is served using no company-owned primary lines.

(b) Customers shall select one of two on-peak periods which shall be either from 8:00 a.m. to 8:00 p.m. or from 10:00 a.m. to 10:00 p.m., as selected by the customer, prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(c) The off-peak period shall be those hours not designated as on-peak.

The customer's selection will remain in effect for at least one year and may be changed, at the customer's request, once a year, thereafter.

(Continued on Sheet No. D-34.00)

GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY STANDBY RATE Cp4

(Continued from Sheet No. D-*33*.00)

MINIMUM CHARGE

The monthly minimum charge shall be the applicable Facilities Charge plus the charge for 300 kW of billed demand, plus the charge for 300 kW of customer maximum demand, plus the charge for Stand-by demand applied to the demand levels as set forth in the customer's contract for service.

LATE PAYMENT CHARGE

A 1.5% per month late payment charge will be applied to outstanding charges past due.

RETAIL ACCESS OPTION

Customers who meet the availability requirements of the Cp4 rate schedule may contract for retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. ***Additionally, retail access customers shall pay the Power Supply Capacity Demand Charge above, not subject to Power Supply surcharges and credits or to the monthly billed demand minimum, if their Alternative Electric Supplier has not secured generation capacity for the customer.*** Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

CONDITIONS OF DELIVERY

See Sheet No. D-27.01**.** In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

DEFINITIONS FOR DETERMINING BILLED QUANTITIES

The demand charges, set forth above, for billed demand, reserved demand, and unreserved energy, will apply to the demands as determined in accordance with the following definitions and terms.

Measured Demand shall be the average rate of energy flow for a period of 15 consecutive minutes as ascertained by a watthour meter and an associated electronic recorder or other standard measuring device.

Generator Supplied Demand *is* the Measured Demand for each 15-minute period from the metering on the customer's generating equipment for which the customer has contracted for standby service.

Company Supplied Demand *is* the sum of the Measured Demand for each 15-minute period of all the customer's interconnections with the Company at one site compensated for service voltage differences.

Total Demand is the sum of on peak Generator Supplied Demand and Company Supplied Demand for each 15-minute period.

Maximum Total Demand is the highest value of Total Demand occurring during the current or preceding 11 billing periods.

Maximum Total On-peak Demand is the highest value of Total Demand occurring during the on-peak period during the billing periods.

Reserved Demand is the amount of capacity contracted for replacement of the customer's generation during outages. Such Reserve Demand may be renominated by the customer once every 12 months upon two months written notice to the Company.

Standby Demand equals the Reserved Demand for the month and is the same for each 15-minute period.

(Continued on Sheet No. D-35.00)

GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY STANDBY RATE
Cp4
(Continued from Sheet No. D-34.00)

DEFINITIONS FOR DETERMINING BILLED QUANTITIES (Contd.)

Billed demand is the Maximum Total On-Peak Demand less Standby Demand.

Standby Energy for each 15-minute period equals [Company Supplied Demand in that 15-minute period less Billed Demand] divided by 4, but not less than zero. Standby Energy is zero during Company approved, prescheduled maintenance periods.

Power Factor Demand:

The distribution demand charges are based on a standard power factor of 85 percent. The customer's monthly Power Factor Demand for each 15-minute period is determined as follows:

(a) For Power Factors at 85 %:
Power Factor Demand = 0

(b) For Power Factors below 85%:
Power Factor Demand = [(Measured On-peak Demand) (.65) (0.85 - Peak Power Factor)]

(c) For Power Factors above 85%:
Power Factor Demand = [(Measured On-peak Demand) (.50) (0.85 - Peak Power Factor)]

The power factor shall be calculated from the kilowatt-hours "A", as obtained from the watthour meter, and the lagging kilovolt ampere reactive hours "B", as obtained from a ratcheted reactive component meter, which are used during the same 15 minute period by the following formula:

Peak power factor = A divided by square root of $(A^2 + B^2)$

Peak Power Factor Demand is the Power Factor Demand at the time of the Maximum Total On-Peak Demand.

CONDITIONS OF DELIVERY

1. General Primary – Time-of-Use, Rate Schedule No. Cp 1, Conditions of Delivery apply. Service will be provided to the customer at the same location under Cp 2 – Interruptible Service only when the customer's circuits are arranged so that none of the interruptible load can be transferred to the Company's system through service under this or any other rate. Service will be provided to the customer at the same location under Cp 3 – Curtailable Service only when the curtailable load is isolated through separate circuits or submetering. Additional service under Cp 2 and Cp 3 will be separately billed from standby service under the provisions of the applicable tariff. The customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the curtailable or interruptible loads.

2. Subject to the written approval of the Company, the customer will be allowed to preschedule up to two maintenance outages per year (for a total of 10 on-peak days) at times when the Company's system is capable of supplying the standby demand on a firm basis. The customer shall request a maintenance period at least 90 days in advance. The Company will consider and try to supply maintenance power on less than 90 days customer request in extenuating circumstances.

3. A customer commencing service under this rate schedule must execute a contract with a provision which, absent notice, will automatically extend the contract for five years from each anniversary date. The contract will contain an identification of the customer's generator for which standby service on this rate is to be provided.

(Continued on Sheet No. D-35.01)

GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY STANDBY RATE
Cp4
(Continued from Sheet No. D-35.00)

CONDITIONS OF DELIVERY (Contd.)

4. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Company's rules and regulations pertaining to primary substation installation and shall at all times be kept suitable for operation by the power furnished.

5. Should the customer, because of fire, strike, demonstrations, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from utilizing the power service contracted for, the Company will waive the minimum demand charges for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.

6. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.

GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A

AVAILABILITY

To CMP Holdings LLC d/b/a Verso Papers LLC at their 138/13.8 kilovolt substation in Quinnesec, Michigan.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 hertz, three-phase at 138,000 volts.

RATE

Power Supply Charges: These charges are applicable to Full Requirements service.

Capacity Demand Charge: $22.136 per kW of billed demand

Subject to a minimum monthly demand charge of 300 kW of billed demand.

Standby Demand Charge: $0.919 per kW

Non-Capacity Energy Charge: $0.04686 per kWh On-peak
$0.03059 per kWh Off-peak

Additional Charge for Standby Energy:

In addition to the charges above, Standby Energy will be billed at the following rates:
$0.03000 per kWh On-peak
$0.02000 per kWh Off-peak

Curtailable Credit: per kW of Curtailable On-Peak Demand

Determined by application of the following formula where the credit per kW per on-peak hours of use equals $0.01910:

$$(A*B)*\frac{C}{D} \text{ where}$$

A = credit per kW per on-peak hour of use
B = actual curtailable on-peak hours of use, determined by dividing the on-peak curtailable kWh for the billing period by the curtailable on-peak demand
C = 255 hours
D = on-peak hours in the billing period minus actual hours of curtailment in the billing period

Delivery Charges: These charges are applicable to Full Requirements and Retail Access service.

Demand Charge: $0.196 per kW of Maximum Total demand

Subject to a minimum monthly demand charge of 300 kW of Maximum Total Demand.

Power Factor Demand Charge: $12.184 per kW of Peak Power Factor Demand
Distribution Charge: $0.00122 per kWh of on-peak and off-peak energy

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

For Determination of Demand, see Sheet No. D-36.00 – D-38.00

MINIMUM CHARGE

The monthly minimum charge shall be the Demand Charges, the Renewable Energy surcharge and the Energy Waste Reduction surcharge.

LATE PAYMENT CHARGE

A 1.5% per month Late Payment Charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-37.00)

GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A
(Continued from Sheet No. D-36.00)

RETAIL ACCESS OPTION

Customers who meet the availability requirements of the Schedule A rate schedule may contract for retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. ***Additionally, retail access customers shall pay the Power Supply Capacity Demand Charge above, not subject to Power Supply surcharges and credits or to the monthly billed demand minimum, if their Alternative Electric Supplier has not secured generation capacity for the customer.*** Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

CONDITIONS OF DELIVERY

See Sheet No. D-39.00 In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

DEFINITIONS:

On-peak energy is the energy in kilowatt-hours as ascertained by metering installed by the Company delivered during the on-peak period selected by the customer (8:00 a.m. to 8:00 p.m. or 10:00 a.m. to 10:00 p.m. prevailing time), Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Off-peak energy is the energy in kilowatt-hours as ascertained by metering installed by the Company delivered during all hours other than on-peak hours.

Measured Demand is the average rate of energy flow for a period of 15 consecutive minutes as ascertained by a watt hour meter and an associated electronic recorder or other standard measuring device. The 15-minute periods are from the top of the hour to 0015, from 0015 to 0030, from 0030 to 0045, and from 0045 to 0000.

Company Supplied Demand is the sum of the Measured Demand for each 15-minute period of all the customer's interconnections with the Company at this site.

Generator Supplied Demand is the measured demand for each 15-minute period as ascertained by metering on the customer's generating equipment for which the customer has contracted for standby service.

Total Demand is the sum of Company Supplied Demand and Generator Supplied Demand for each 15-minute period.

Maximum Total Demand is the highest value of Total Demand occurring during the current or preceding 11 billing periods.

Maximum Total On-peak Demand is the highest value of Total Demand occurring during the on-peak period during the billing period.

Reserved Demand is the amount of capacity contracted for replacement of the customer's generation during outages. The customer may contract for a Reserved Demand amount which can change monthly, subject to a monthly minimum demand of 24 MW. The customer may request a monthly Reserved Demand amount lower than 24 MW if its operations change fundamentally, subject to written approval by the Company.

Standby Demand equals the Reserved Demand for the month and is the same for each 15-minute period.

Billed Demand is Maximum Total On-peak Demand less Standby Demand.

Standby Energy for each 15-minute period equals [Company Supplied Demand in that 15-minute period less Billed Demand] divided by 4, but not less than zero. Standby Energy is zero during Company approved, prescheduled maintenance periods.

Continued on Sheet No. D-38.00)

GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A
(Continued from Sheet No. D-37.00)

DEFINITIONS (Cont.):

Power Factor Demands

The demand charges herein are based on a power factor of 95 percent. Power Factor Demand shall be determined for each 15-minute period by one of the following formulas:

(a) For lagging power factors greater than or equal to 90%

Power Factor demand = 0

(b) For lagging power factors below 90%.

Power Factor demand = Company Supplied demand ***[**(0.65)*****(0.95 – power factor)***]***

(c) The customer may not operate with a leading power factor without permission from the Company.

The power factor shall be calculated from the kilowatt hours "A" as obtained from the watt hour meter and lagging/leading kilovolt-ampere reactive hours "B" as obtained from a ratcheted reactive component meter, which are used during the same 15 minute period by the following formula:

Power Factor = "A" divided by square root of ("A"^{2} + "B"^{2})

Peak Power Factor Demand is the Power Factor Demand at the time of the Maximum Total On-Peak Demand.

Curtailable Demand is the Measured Demand of the isolated and separately sub-metered load that the customer will reduce to zero during a curtailment period in each 15-minute period.

On-Peak Curtailable kWh is the sum of the Curtailable Demand in each 15-minute period during the on-peak period divided by 4.

Curtailment On-Peak Demand is the highest value of the Curtailable Demand in any 15-minute period during the on-peak period.

Maintenance Period

Customer may annually preschedule a total of 14 days of maintenance, subject to written customer notification normally provided at least 45 days in advance and written Company approval normally provided 30 days in advance. Once during every five year period, the customer may schedule an additional 14 days for a total of up to 28 days for major maintenance, subject to written Company approval.

Curtailment Provisions

The isolated and separately submetered load that the customer will reduce to zero during a curtailment period under this rate shall be subject to curtailment at the sole discretion of the Company. The sum of capacity curtailments and system energy economy constraints will not exceed 300 hours of curtailment in any calendar year. The Company will limit the duration of any one curtailment to eight hours between the hours of 8:00 a.m. and 10:00 p.m. prevailing time. Brief periods of curtailment (periods that are less than four hours duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind, and other physical causes other than intentional curtailment by the Company shall not be considered in determining the hours of curtailment.

The isolated and separately sub-metered load that the customer will reduce to zero during a curtailment period under this rate shall be subject to: a) curtailments due to capacity constraints, during which the customer must curtail load or be charged a penalty, and b) system energy economy constraints, during which the customer may elect to either drop load or pay the additional charge for energy use.

(Continued on Sheet No. D-39.00)

GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A
(Continued from Sheet No. D-38.00)

DEFINITIONS (Cont.):

Capacity Curtailments: The customer shall receive a one hour notice of capacity curtailments. The customer shall be charged a penalty for each occurrence in which the customer fails to curtail its separately metered curtailable load during the entire period of a capacity curtailment. The penalty shall be thirty-five dollars ($35) per kilowatt of the highest Curtailable Demand during the capacity curtailment period. The Company may suspend curtailable service under this rate and thereafter serve the curtailable load as firm load if the customer fails to curtail service twice in any consecutive twelve month period.

System Energy Economy Constraints: The customer shall receive a one hour notice of a system energy economy constraint which will include the projected system avoided costs for power plus 10% for the economy constraint period for all energy used by the isolated, separately metered curtailable load. An example of determination of the additional charge is shown below:

$0.1200	System Avoided Cost of Power Plus 10% per kWh
$0.0800	On-peak Energy per kWh at Existing Rate (Sum of On-Peak Delivery and Energy Charges)
$0.0400	Additional Charge per kWh

The customer must notify the Company at least 30 days before the end of the calendar year if the customer does not want to continue under a curtailable buyout agreement for the subsequent twelve month period. Absent notification, the curtailable buyout agreement will be extended every year for a twelve month period.

CONDITIONS OF DELIVERY

1. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Electric Service Rules and Regulations of the Company pertaining to primary substation installation and shall at all times be kept suitable for operation by the power furnished. Any customer receiving service under this rate who requires lighting regulation shall furnish, install, operate and maintain the necessary regulating equipment at his expense.

2. The customers shall abide by the conditions of purchase for rate schedule Cgs1.

3. If the customer's off-peak demand exceeds the on-peak demand to the extent that the installation of additional facilities is required, then the customer shall pay for such additional facilities.

4. Should the customer, because of fire, strike, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from operating that equipment installed for the utilization of the power service contracted for, the Company will waive the monthly minimum demand charge for such period and such period will not be used in the computation of future monthly minimum demands; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.

5. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.

6. Service under this rate shall be furnished only in accordance with the Electric Service Rules and Regulations of the Company.

7. The Company shall not be obliged to maintain a service connection for standby or breakdown service under this rate beyond that contracted for under reserved demand.

8. Energy furnished under this rate shall not be resold, except as provided in the Electric Service Rules and Regulations of the Company.

GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE – LARGE CURTAILABLE CONTRACT RATE CpLC

AVAILABILITY

To customers contracting for three-phase 60 hertz full requirements power service at approximately 13.8 kilovolts or higher with a minimum of 50 megawatts of curtailable load. If the curtailable load is on isolated and separately metered circuits, it will be treated as a separate service to the Customer. Customers are required to remain on the selected on-peak period for at least one year.

RATES (for service at primary voltages)	13.8 kV to <69 kV	≥69 kV
Distribution Charges:		
Facilities Charge: per day	$20.21918	$20.21918
Demand Charge: Per kW of Customer Maximum Demand	$4.231 OR $0.187(a)	$0.00
Delivery Charge: Per On- and Off-Peak kWh	$0.01180 OR $0.00029(a)	$0.00
Power Factor Demand Charge: Per kW of Power Factor Demand	$6.814	$6.625
Power Supply Charges:		
Capacity Demand Charge: per kW of Measured On-peak Demand	$18.565	$18.170
Curtailment Demand Credit: Per kW of Maximum Measured On-Peak Customer Curtailable Demand	$5.635	$5.560
Non-Capacity Energy Charge: per kWh		
On-Peak (b)	$0.04955	$0.04850
Off-Peak (c)	$0.03482	$0.03408

(a) Charge for Customer that takes service at 13,800 volts or greater, but less than 69,000 volts, directly from a Company-owned substation transformer, and is served using no Company-owned primary lines.

(b) General Primary on-peak usage is the energy in kilowatt-hours delivered during the on-peak period selected by the Customer. The two on-peak periods available are: 8:00 a.m. to 8:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(c) General Primary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

For Determination of Demand, see Sheet Nos. D-40.00 – D-41.00.

Subject to Power Supply Cost Recovery Factor.

Power Supply and Distribution charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM CHARGE

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, plus the Demand Charge for Contract Demand. Contract Demand shall be no less than 50 megawatts.

LATE PAYMENT CHARGE

A 1.5% per month Late Payment Charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-41.00)

GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –
LARGE CURTAILABLE CONTRACT RATE CpLC
(Continued from Sheet No. D-40.00)

Power Factor Demand:

Demand charges in this rate schedule are based on a standard power factor of 1.00. The power factor shall be calculated from the kilowatthours "A", as obtained from the watt-hour meter, and the kilovolt-ampere reactive hours "B", as obtained from a leading/ lagging reactive component meter, which are used during the same 60 minute period in which the maximum measured on-peak demand occurs by the following formula:

Peak Power Factor = A divided by square root of $(A^2 + B^2)$

(a) For Power Factors between 98% leading and 90% lagging:
Power Factor Demand = 0

(b) For lagging Power Factors below 90%:
Power Factor Demand = (Contract Demand) x (0.65) (1 - Peak Power Factor)

(c) For leading Power Factors below 98%:
Power Factor Demand = (Contract Demand) x (1 - Peak Power Factor)

OTHER DETERMINATIONS OF DEMAND:

1. Measured Demands:
   (a) Measured demand shall be the rate at which energy is used for a period of 60 consecutive minutes as ascertained by a watt-hour meter and an associated electronic recorder or other standard measuring device.
   (b) Measured on-peak demand shall be the maximum measured demand established during on-peak hours within the billing period.

2. Contract Demands
   A Customer served under this rate schedule must enter into a contract that specifies a Contract Firm Demand level, and Contract Curtailable Demand level, each specified in kW. Seasonal variances between summer and non-summer demand nomination levels will be allowed for service under the CpLC tariff per terms and conditions in the service contract.

   The Customer may, in its sole discretion, re-nominate its Contract Demand levels by providing written notice to the Company of its revised nominations at least 60 days prior to the contract anniversary date. Revised Contract Demand levels shall take effect on the contract anniversary date and shall remain in effect until the effective date of any subsequent Contract Demand re-nominations.

   Within two hours of being notified to curtail by the Company, the Customer must curtail demand to the curtailment demand level specified by the Company, but no less than the Contract Firm Demand level, and remain at or below the curtailment demand level until the Customer is notified by the Company that the curtailment period has ended. The notice to curtail shall be confirmed in writing to the Customer's designee for receiving such notices and the Customer's designee shall acknowledge receipt of such notice, with the Customer's intent to comply with such notice, as soon as reasonably possible.

3. Curtailable Demand
   Curtailable Demand is that portion of measured demand that exceeds the Contract Firm Demand. If Measured Demand is less than the contract Firm Demand level, Curtailable Demand = 0.

4. Customer Maximum Demand
   Customer maximum demand shall be the maximum measured demand which occurs during either the on- or off-peak period, in the current or preceding 11 billing periods.

(Continued on Sheet No. D-42.00)

GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –
LARGE CURTAILABLE CONTRACT RATE CpLC
(Continued from Sheet No. D-41.00)

CONDITIONS OF DELIVERY

1. The Customer must execute an initial one year contract which specifies, among other terms of service, that the Customer will notify the Company at least 30 days before the contract ends as to whether the Customer will continue the curtailable service contract for a minimum of three more years or execute a new contract for service under the appropriate firm service rate. The curtailable service contract will contain a provision which, absent notice, will automatically extend the contract for three years from each anniversary date. At any time, the Customer may terminate the curtailable service contract before its expiration date without penalty. Further, nothing in this tariff prevents the Customer at any time from engaging in self generation or seeking service from an alternative electric supplier to serve all or a portion of its load. However, load removed from the service contract for the reasons of self-service or service from an AES will not be eligible for firm service under this tariff for the remainder of the contract term in place at the time such load is removed from the service contract.

2. If the Customer's curtailable demand is less than 50 MW for any three consecutive months, the Company may suspend service under this rate and thereafter serve the Customer under the appropriate rate.

3. For purposes of determining the Customer's eligibility for this rate, the Customer's curtailable demand will be the difference between the Customer's maximum measured demand during the last consecutive twelve month period and the Customer's proposed Contract Firm Demand.

4. The Customer shall, at its expense, install all apparatus and materials necessary for the measurement of the curtailment of load. The Customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.

5. Service under this rate shall be subject to curtailment solely due to, and only to the extent of, capacity constraints which preclude the ability of the Company to meet system demands. The sum of capacity curtailment hours will not exceed 300 hours in any calendar year. Brief periods of curtailment (periods that are less than four hours in duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind and other physical causes, other than intentional curtailment by the Company, shall not be considered in determining the hours of curtailment. Within five (5) business days of each curtailment, the Company shall provide written notice, and supporting documentation, to the Customer and the Public Service Commission, identifying the cause of the curtailment.

6. The Customer shall be charged a penalty for each occurrence in which the Customer fails to curtail load during a period of curtailment. In the event of a full curtailment, the penalty shall be thirty-five dollars ($35) per kilowatt of maximum measured demand recorded during the period of curtailment of service which is above the Customer's contract firm demand. In the event of a partial curtailment, the penalty shall be thirty-five dollars ($35) per kilowatt of maximum measured demand recorded during the period of curtailment of service which is above the Company's requested curtailment level. The Company may suspend service under this rate if the Customer fails to curtail service twice in any consecutive twelve month period, and thereafter serve the Customer under the appropriate rate.

7. Should the Customer, because of fire, strike, lockout, demonstrations, environmental causes, regulatory constraints, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes, be prevented from utilizing the power service as contracted, the Company will waive Paragraph 2 of these Conditions of Delivery for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the Customer notifies the Company in writing within six days of the Customer's inability to use said power service, specifying reasons therefore. In no event shall the period of deferral last longer than two (2) months.

(Continued on Sheet No. D-43.00)

GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –
LARGE CURTAILABLE CONTRACT RATE CpLC
(Continued from Sheet No. D-42.00)

CONDITIONS OF DELIVERY (Cont.)

8. The Customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the curtailable load.

9. The Company shall use reasonable diligence in furnishing an uninterrupted and regular supply of power, but it shall not be liable for interruptions, deficiencies, or imperfections of electric service provided under this rate except to the extent of a prorated reduction of the demand charge provided herein.

10. Customers with their own generating equipment shall be required to separately meter such equipment.

(Continued on Sheet No. D-44.00)

STANDARD STREET RATE Ms2

AVAILABILITY

To municipalities and other government units contracting for standard high pressure sodium or metal halide lighting for illumination of public streets roadways and alleys by means of Company-owned street lighting facilities.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase at 120/240 volts.

RATE

Capacity Energy Charge per Lighting Unit all Lamp Sizes: $0.03005 per all kWh

Non-Capacity Monthly Charge per Lighting Unit

Lamp Size	Amount
50 watt	$7.91 Sodium
70 watt	$9.68 Sodium
100 watt	$11.54 Sodium
150 watt	$13.70 Sodium
175 watt	$16.32 Metal Halide
200 watt	$16.22 Sodium
250 watt	$18.64 Sodium
250 watt	$20.25 Metal Halide
400 watt	$25.26 Sodium
400 watt	$25.86 Metal Halide

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM CHARGE

The monthly minimum charge shall be the monthly charge per lighting unit and the Energy Waste Reduction Surcharge.

LATE PAYMENT CHARGE

A 1.5% per month late payment charge will be applied to outstanding charges past due.

CONDITIONS OF DELIVERY

1. The Company will furnish, install, own and operate a standard high pressure sodium or metal halide street lighting unit, and will supply all electrical energy and normal maintenance for the operation of the unit. The standard street lighting unit shall consist of a cobra head fixture on an arm mounted on an existing Company-owned wood pole, with a control device wired for operation. This rate requires use of existing Company-owned poles and available overhead 120 volt service where the Company has such facilities along streets, alleys and highways. Where additional primary and/or secondary facilities are required, the customer shall pay, in advance, material and installation cost of such additional facilities.

2. When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install / remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with the construction standards of the Company and any other codes the Company determines to be applicable.

3. Underground service is available under this rate for new installations, where the customer pays the estimated cost of furnishing underground service.

(Continued on Sheet No. D-45.00)

STANDARD STREET RATE Ms2
(Continued from Sheet No. D-44.00)

CONDITIONS OF DELIVERY (Cont.)

4. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise providing dusk-to-dawn operation of approximately 4200 hours per year. Nonstandard, seasonal, temporary or part-night service is not available under this rate.

5. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaires during regular daytime work hours within 72 hours after notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps were out of service.

6. The Company will, at the Customer's expense, modify, replace, transfer, relocate or temporarily remove and reinstall any properly operating poles or fixtures contracted for under this rate as requested in writing by the customer or as required by a governing authority.

7. Upon customer request and completion of a signed Agreement, the Company will replace or convert an existing Standard High Intensity Discharge (HID) fixture with a Company-approved Light Emitting Diode (LED) unit. The customer shall pay removal charges for the existing fixture, if required under the current Agreement, and the appropriate Installation Charge for the LED fixture in advance. If replacement is performed in conjunction with other unrelated lighting service at that pole (e.g. lamp or fixture replacement), the Installation Charge may be reduced at the discretion of the Company. The LED unit shall be considered a new installation and subject to the Conditions and Rates of Rate Schedule LED1.

8. If the Company determines maintenance of an existing HID fixture is no longer practical, the Customer will be provided lighting options which may include an equivalent HID at no cost to the customer, the cost difference to convert to an LED option, or permanent removal as specified by the Customer's current lighting contract.

9. The lighting agreement shall become effective on the date service is connected, and shall continue in force until terminated upon 30 days prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.

10. If the Customer or governing authority terminates service or requests the permanent removal of any Company-owned street lighting facilities within 60 months of installation, the Customer shall pay the lesser of the estimated labor charges for installation and removal of the equipment, or the remaining balance of monthly fees to satisfy the 60 month period. Permanent removal of pole mounted street lighting facilities more than 60 months after installation shall be at no cost to the Customer.

11. Subject to Company approval, the Company will allow municipal customers to make temporary attachments of Christmas lighting and/or decorations on the Company-owned light poles. The Customer must execute an annual agreement for such attachments, and must meet all conditions thereof. Estimated energy consumption will be billed under the current CG1 energy rate. Time and material charges for installation, removal or associated maintenance may also apply.

12. Electric service will not be furnished hereunder for breakdown or standby purposes where another source of power is available for the Customer. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.

13. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs.

(Continued on Sheet No. D-45.01)

STANDARD STREET RATE Ms2
(Continued from Sheet No. D-45.00)

CONDITIONS OF DELIVERY (Cont.)

14. Where the Company has secondary voltage in the area and it is not necessary to install a transformer or extend secondary lines more than one hundred and fifty feet, the Company will connect Customer-owned flasher signal lamps and bill on a flat monthly rate according to the following schedule:

Per Flasher Capacity	Installed Capacity Non-Capacity	Total	
$1.13	$2.76	$3.89	75 watts or less
$1.73	$4.25	$5.98	Greater than 75 watts up to and including 150 watts

If the Company must install a transformer or extend lines more than one hundred and fifty feet or if the installed capacity exceeds 150 watts, the flasher signals will be billed on the general secondary rate applicable in the area served.

15. Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminating Engineering Society (IES) Recommended Practices.

NON-STANDARD STREET AND AREA LIGHTING, COMPANY-OWNED RATE Ms3

AVAILABILITY

To all customers contracting for nonstandard lighting service by means of Company-owned and maintained non-standard street lighting and related facilities. The availability of Option B – facilities charge is limited to customers who have paid, in full, the estimated installed cost of lighting and related facilities.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase at 120/240 volts.

RATE

Facilities Charge:

Option A: Monthly facilities charge of one point nine percent (1.9%) of the estimated installed cost of the lighting and related facilities.

Option B: One time charge equal to the estimated installed cost of the lighting and related facilities, paid prior to installation of facilities, and monthly facilities charge of one-half of one percent (0.5%) of the estimated installed cost of the lighting and related facilities.

Monthly Charge Options A and B:

Capacity Energy Charge per Lighting Unit all Lamp Sizes: $0.03005 per all kWhs

Non-Capacity Monthly Charge per Non-Standard Lighting Unit:

Lamp Size	Amount
50 watt	$2.18
70 watt	$3.20
100 watt	$4.96
150 watt	$7.03
175 watt	$7.96
200 watt	$9.31
250 watt	$11.58
400 watt	$17.89
1000 watt	$41.67

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM CHARGE

The monthly minimum charge shall be the monthly charge per lighting unit and the Energy Waste Reduction Surcharge.

LATE PAYMENT CHARGE

A 1.5% per month late payment charge will be applied to outstanding charges past due.

CONDITIONS OF DELIVERY

1. The Company will furnish, install, own and operate a complete nonstandard lighting unit and will supply all electric energy and normal maintenance for the operation of the unit. A lighting unit may consist of a pole and/or luminaire with a bracket, lamp and control device wired for operation. The unit may be fed overhead or underground. Where additional primary and/or secondary facilities are required, the Customer shall pay the full cost of installation.

2. When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install / remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with the construction standards of the Company and any other codes the Company determines to be applicable.

(Continued on Sheet No. D-47.00)

NON-STANDARD STREET AND AREA LIGHTING, COMPANY-OWNED RATE Ms3
(Continued From Sheet No. D-46.00)

CONDITIONS OF DELIVERY (Cont.)

3. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise, providing dusk-to-dawn operation of approximately 4,200 hours per year. Part-night, temporary or seasonal service is not available under this rate.

4. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaires during regular daytime work hours within 72 hours after notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps are out of service.

5. The Company will, at Customer's expense, modify, replace, relocate, change the position or temporarily remove and reinstall any properly operating Company-owned poles or fixtures contracted for under this rate as requested in writing by the Customer or as required by a governing authority. Replacement of lighting units and their major components after 20 years of service is at the discretion of the Company. Replacement may require a new lighting contract/agreement between the Company and Customer.

6. Upon customer request and completion of a signed Agreement, the Company will replace or convert an existing Non-Standard High Intensity Discharge (HID) fixture with a Company-approved Light Emitting Diode (LED) unit. The customer shall pay the full cost of replacement or conversion prior to installation. If replacement is performed in conjunction with other unrelated lighting service at that pole (e.g. lamp or fixture replacement), the cost of replacement may be reduced at the discretion of the Company. The entire LED lighting unit shall become subject to the Conditions and Rates of Rate Schedule LED1 with non-replaced components retaining their original in-service date for warranty purposes.

7. If the Company determines maintenance of an existing HID fixture is no longer practical, the Customer will be provided lighting options which may include an equivalent HID at no cost to the customer, the cost difference to convert to an LED option, or permanent removal as specified by the Customer's current lighting contract.

8. The lighting agreement shall become effective on the date service is connected, and shall continue in force until terminated upon 30 days' prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.

9. If a Customer served under Option A or a governing authority terminates service or requests the removal of any Company-owned non standard lighting facilities, the Customer shall reimburse the Company for the unamortized balance of the estimated installed cost of facilities plus removal costs, less estimated salvage, of the facilities removed because of such termination or request for removal.

10. If a Customer served under Option B or a governing authority terminates service or requests the removal of any Company-owned non standard lighting facilities, the Customer shall reimburse the Company for the removal costs less estimated salvage, if greater than zero, of the facilities removed because of such termination or request for removal.

11. Customer shall indemnify and hold harmless the Company from and against any and all liability for injuries or damage to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminated Engineering Society (IES) Recommended Practices.

(Continued on Sheet No. D-47.01)

NON-STANDARD STREET AND AREA LIGHTING, COMPANY-OWNED RATE Ms3
(Continued From Sheet No. D-47.00)

CONDITIONS OF DELIVERY (Cont.)

12. Subject to Company approval, the Company will allow municipal Customers to make temporary attachments of Christmas lighting and / or decorations on Company-owned light poles. The Customer must execute an annual agreement for such attachments and must meet all conditions thereof. Estimated energy consumption will be billed under the current Cg1 energy rate. Time and material charges for installation, removal or associated maintenance may also apply.

13. Electric service will not be furnished hereunder for breakdown or standby purposes where another source of power is available to the Customer. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.

14. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs.

STANDARD AREA LIGHTING SERVICE RATE GL1

AVAILABILITY

To all classes of customers contracting for standard area lighting service whenever service can be provided from existing 120-volt, Company-owned facilities. Rate is not available for lighting public streets, alleys, or highways. The Company will no longer install new or additional poles under this rate. Installations which require new poles shall be served under the Ms-3 rate.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase at 120 volts.

RATE

Capacity Energy Charge per Lighting Unit all Lamp Sizes: $0.03005 per all kWh

Non-Capacity Monthly Charge per Lighting Unit:

	Sodium		Metal Halide	
Lamp Size	Standard	Flood	Flood	Standard
50 watt	*	*	*	*
70 watt	$9.59	*	*	*
100 watt	$11.43	$13.26	*	*
150 watt	$13.57	*	*	*
175 watt	*	*	*	$16.17
200 watt	$16.07	$17.78	*	*
250 watt	$18.47	*	$20.87	$20.07
400 watt	$25.03	$26.47	$27.09	$25.62

*Not available

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM CHARGE

The monthly minimum charge shall be the monthly charge per lighting unit and the Energy Waste Reduction Surcharge.

LATE PAYMENT CHARGE

A 1.5% per month late payment charge will be applied to outstanding charges past due.

CONDITIONS OF DELIVERY

1. The Company will furnish, install, own and operate a standard high pressure sodium or metal halide area or flood lighting unit and will supply all electric energy and normal maintenance for the operation of the unit. The standard lighting unit will consist of an open bottom or cobra head area light fixture on a 2 to 6 foot arm or directional floodlight on a 2 foot arm, mounted on an existing Company-owned wood pole, with a control device wired for operation. This rate requires use of existing Company-owned wood poles and available overhead 120 volt service. Where additional primary and/or secondary facilities are required, the Customer shall pay the full cost of installation.

2. New poles required solely for the attachment of lighting fixtures are not available under this rate. Poles and circuit being provided by the Company prior to 9-16-02 will continue to be provided for monthly charge of $2.58 for each pole and $2.54 for each span of circuit installed.

3. When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install / remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with the construction standards of the Company and any other codes the Company determines to be applicable.

(Continued on Sheet No. D-49.00)

STANDARD AREA LIGHTING SERVICE RATE GL1
(Continued from Sheet No. D-48.00)

CONDITIONS OF DELIVERY (Cont.)

4. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise providing dusk-to-dawn operation of approximately 4,200 hours per year. Non-standard, seasonal, temporary or part-night service is not available under this rate.

5. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaries during regular daytime work hours within 72 hours after notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps were out of service.

6. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs.

7. The Company will, at Customer's expense, modify, replace, relocate or change the position of any properly operating fixtures or poles contracted for under this rate as requested in writing by the Customer. The Company will, at the Company's expense, modify, replace, relocate or change the position of a fixture or pole contracted for under this rate at the end of the contract term and upon receipt of a new 60 month contract for the new installation.

8. Upon customer request and completion of a signed Agreement, the Company will replace or convert an existing Standard High Intensity Discharge (HID) fixture with a Company-approved Light Emitting Diode (LED) unit. The customer shall pay removal charges for the existing fixture, if required under the current Agreement, and the appropriate Installation Charge for the LED fixture in advance. If replacement is performed in conjunction with other unrelated lighting service at that pole (e.g. lamp or fixture replacement), the Installation Charge may be reduced at the discretion of the Company. The LED unit shall be considered a new installation and subject to the Conditions and Rates of Rate Schedule LED1.

9. If the Company determines maintenance of an existing HID fixture is no longer practical, the Customer will be provided lighting options which may include an equivalent HID at no cost to the customer, the cost difference to convert to an LED option, or permanent removal as specified by the Customer's current lighting contract.

10. The initial term of the contract for lights under this rate is 60 months commencing on the date service is connected. After expiration of the initial term, the contract shall continue in force until terminated upon thirty (30) days prior written notice given by either of the parties to the other.

11. If Customer terminates service or requests removal of any Company-owned area lighting facilities before expiration of a 60-month period after installation, Customer shall pay the lesser of the estimated labor charges for installation and removal of the equipment, or the remaining balance of monthly fees to satisfy the 60 month period. If Customer vacates premises within 60 months after installation and the transfer of monthly lighting charges to a successor Customer is pending, the Company may elect to terminate service at no additional cost to the customer.

12. Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminating Engineering Society (IES) Recommended Practices.

LED STREET LIGHTING SERVICE RATE LED1

AVAILABILITY

To all customers contracting for Standard or Non-Standard Light Emitting Diode (LED) street or area lighting service by means of existing 120 volt Company-owned and maintained Standard or Non-Standard lighting facilities. Contracting for the illumination of public roadways is limited to municipalities or other governmental units.

RATE

Each light fixture requires payment of a one-time Installation Charge, plus monthly Facilities, Source and Energy Charges which continue until facilities are permanently removed:

Installation and Facilities Charge – Standard Lighting Fixture:

Light Fixture Class*	Installed Cost Per Light Fixture Range From	To	Installation Charge (per Light Fixture)	Facilities Charge (per Light Fixture, per Month) During Initial Term**	After Initial Term**	Early Removal Charge (x Months Remaining in Initial Term)
A	$1	$249	$100	$9.26	$3.65	$5.61
B	$250	$349	$125	$10.59	$4.22	$6.37
C	$350	$449	$150	$12.15	$4.87	$7.28
D	$450	$549	$175	$13.70	$5.52	$8.19
E	$550	$649	$200	$15.26	$6.17	$9.10
F	$650	$749	$225	$16.82	$6.82	$10.00
G	$750	$849	$250	$18.38	$7.47	$10.91
H	$850	$949	$275	$19.94	$8.12	$11.82
I	$950	$1,049	$300	$21.49	$8.77	$12.73

Installation and Facilities Charge – Non-Standard Lighting Fixture:

Light Fixture Class*	Installed Cost Per Light Fixture Range From	To	Installation Charge	Facilities Charge (per Light Fixture, per Month) During Initial Term**	After Initial Term**	Early Removal Charge (x Months Remaining in Initial Term)
A	$1	$249	***	$6.20	$3.62	$2.58
B	$250	$349	***	$6.77	$4.19	$2.58
C	$350	$449	***	$7.42	$4.84	$2.58
D	$450	$549	***	$8.07	$5.49	$2.58
E	$550	$649	***	$8.72	$6.14	$2.58
F	$650	$749	***	$9.37	$6.79	$2.58
G	$750	$849	***	$10.02	$7.44	$2.58
H	$850	$949	***	$10.67	$8.09	$2.58
I	$950	$1,049	***	$11.32	$8.74	$2.58
J	$1,050	$1,149	***	$11.97	$9.39	$2.58
K	$1,150	$1,249	***	$12.62	$10.04	$2.58
L	$1,250	$1,349	***	$13.27	$10.69	$2.58
M	$1,350	$1,449	***	$13.92	$11.34	$2.58
N	$1,450	$1,549	***	$14.57	$11.99	$2.58
O	$1,550	$1,649	***	$15.22	$12.64	$2.58
P	$1,650	$1,749	***	$15.87	$13.29	$2.58
Q	$1,750	$1,849	***	$16.52	$13.94	$2.58

(Continued on Sheet No. D-51.00)

LED STREET LIGHTING SERVICE RATE LED1
(Continued from Sheet No. D-50.00)

Installation and Facilities Charge – Non-Standard Lighting Fixture (cont.):

*Light Fixture Class**	*Installed Cost Per Light Fixture Range*		*Installation Charge*	*Facilities Charge (per Light Fixture, per Month)*		*Early Removal Charge (x Months Remaining in Initial Term)*
	From	*To*		*During Initial Term***	*After Initial Term***	
R	*$1,850*	*$1,949*	***	*$17.17*	*$14.59*	*$2.58*
S	*$1,950*	*$2,049*	***	*$17.82*	*$15.24*	*$2.58*
T	*$2,050*	*$2,149*	***	*$18.47*	*$15.89*	*$2.58*

****Not all fixture classes may be available.***
*****Initial Term under this rate is 84 billed months.***
******Prior to installation of facilities, the customer shall pay the total estimated installed cost of all Non-Standard lighting related facilities.***

Energy Charge (per month, per light fixture):

The Company uses the kWh usage brackets below to determine the appropriate per light fixture monthly charge. To determine the kWh usage bracket for each light fixture, the Company will multiply103% of the rated input wattage of the original light fixture and related accessory equipment by the estimated average monthly burn hours and round to the nearest whole number.

Monthly		*Monthly*		*Monthly*	
kWh	*Charge*	*kWh*	*Charge*	*kWh*	*Charge*
0-3	*$0.48*	*40-42*	*$6.77*	*79-81*	*$13.05*
4-6	*$0.97*	*43-45*	*$7.25*	*82-84*	*$13.53*
7-9	*$1.45*	*46-48*	*$7.73*	*85-87*	*$14.01*
10-12	*$1.93*	*49-51*	*$8.22*	*88-90*	*$14.50*
13-15	*$2.42*	*52-54*	*$8.70*	*91-93*	*$14.98*
16-18	*$2.90*	*55-57*	*$9.18*	*94-96*	*$15.46*
19-21	*$3.38*	*58-60*	*$9.67*	*97-99*	*$15.95*
22-24	*$3.87*	*61-63*	*$10.15*	*100-102*	*$16.43*
25-27	*$4.35*	*64-66*	*$10.63*	*103-105*	*$16.91*
28-30	*$4.83*	*67-69*	*$11.12*	*106-108*	*$17.40*
31-33	*$5.32*	*70-72*	*$11.60*	*109-111*	*$17.88*
34-36	*$5.80*	*73-75*	*$12.08*	*112-114*	*$18.36*
37-39	*$6.28*	*76-78*	*$12.57*	*115-117*	*$18.85*

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-7.01.

To determine the total kWh usage subject to the PSCR , Energy Waste Reduction Surcharge, and the Tax Cuts and Jobs Act of 2017 Credit each month, the Company will add together the maximum kWhs of each light fixture's associated usage bracket. The maximum kWhs for each bracket are shown in the Energy Charge section above.

Source Charge, LED: $1.00 per month, per light fixture

LATE PAYMENT CHARGE
A 1.5% per month late payment charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-51.01)

LED STREET LIGHTING SERVICE RATE LED1
(Continued from Sheet No. D-51.00)

CONDITIONS OF DELIVERY

1. ***Upon completion of a signed Agreement and payment of the Installation Charge, the Company shall furnish, install, own and operate a complete LED lighting unit and will supply all electric energy and normal maintenance, as defined below, for the operation of the unit. A Standard LED lighting unit shall include an LED-source luminaire on a 2 to 6 foot arm, mounted on an existing Company-owned wood pole, with a control device wired for operation. A Non-Standard LED lighting unit may include a lighting-only pole, LED luminaire, mounting bracket, and control device wired for operation. Light Fixture Class is designated on the installation Agreement, and does not change. Where additional primary, secondary, and/or lighting facilities are required or requested for the lighting unit, the customer shall pay the full cost of installation.***

2. ***New poles required solely for Standard lighting are not available under this rate. Area lighting poles and circuit being provided by the Company prior to September 16, 2002, will continue to be provided for a monthly facilities charge of $2.58 for each pole and $2.54 for each span of circuit installed.***

3. ***Upon customer request and completion of a signed Agreement, the Company will replace or convert an existing Standard High Intensity Discharge (HID) fixture with a Company-approved LED unit. The customer shall pay removal charges for the existing fixture, if required under the current Agreement, and the appropriate Installation Charge for the LED fixture in advance. If replacement is performed in conjunction with other unrelated lighting service at that pole (e.g. lamp or fixture replacement), the Installation Charge may be reduced at the discretion of the Company. The new LED unit shall be considered a new installation and subject to the Conditions and Rates of this tariff.***

4. ***Upon customer request and completion of a signed Agreement, the Company will replace or convert an existing Non-Standard HID fixture with a Company-approved LED unit. The customer shall pay the full cost of replacement or conversion prior to installation. If replacement is performed in conjunction with other unrelated lighting service at that pole (e.g. lamp or fixture replacement), the cost of replacement may be reduced at the discretion of the Company. The entire LED lighting unit shall become subject to the Conditions and Rates of this tariff, though non-replaced components shall retain their original in-service date for warranty purposes.***

5. ***The Initial Term of the Agreement for lights under this rate is 84 billed months, with billing effective as of service connection. After the Initial Term is satisfied, the Agreement shall continue in force until terminated upon thirty (30) days prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.***

6. ***The Company will initiate a first response to maintain lighting units within 72 hours of notification by the customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which luminaires are out of service, and no adjustments will be made to monthly charges as a result of component or unit replacement.***

7. ***Normal maintenance for lighting fixtures including failure analysis, repair and replacement shall be performed by the Company until the facilities are removed. Non-Standard poles and secondary facilities are warranted for 15 years from installation, after which replacement or customer requested repainting or refinishing is at the discretion of the Company and may be at customer expense. Replacement equipment shall have reasonably equivalent performance and appearance to original equipment, as determined by the Company.***

8. ***In the event of abnormal or excessive maintenance due to frequent vandalism or other external or natural causes not related to the quality of material or workmanship, the customer shall reimburse the Company for all associated costs. The Company shall only be responsible for tree trimming within those work zones which are restricted to qualified utility workers.***

(Continued on Sheet No. D-51.02)

LED STREET LIGHTING SERVICE RATE LED1
(Continued from Sheet No. D-51.01)

CONDITIONS OF DELIVERY (cont.)

9. ***Unless alternate controls are negotiated, luminaires will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise, providing dusk-to-dawn operation approximately 4,200 hours per year, or an estimated average of 350 hours per month. Temporary or seasonal service is not available under this rate. Monthly charges shall continue until the unit is permanently disconnected by the Company.***

10. ***The Company will, at customer's expense, modify, replace, relocate, change the position, or temporarily remove and reinstall any properly operating Company-owned poles or light fixtures contracted for under this rate as requested in writing by the customer or as required by a governing authority. After satisfaction of the Initial Term and execution of a new Agreement the Company may, at the Company's expense, modify, replace, relocate or change the position of a Standard light fixture contracted for under this rate.***

11. ***If the customer, or a governing authority, terminates service or requests the permanent removal of any Company-owned LED lighting facilities prior to satisfaction of the Initial Term, the customer shall reimburse the Company in an amount equal to the Early Removal Multiplier x the remaining months to satisfy the Initial Term. The Company may elect to forego these charges in the case of a pending transfer of monthly charges to a successor account. Permanent removal of lighting facilities after the Initial Term shall be at no cost to the customer.***

12. ***When necessary, the customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install/remove lighting facilities on public or private property without expense to the Company. The customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the customer is responsible for damages. All installations shall be in accordance with Company construction standards and any other codes the Company determines to be applicable.***

13. ***Subject to Company approval, the Company may allow municipal customers to make attachments of temporary holiday lighting and/or decorations on Company-owned light poles. The customer must execute an annual agreement for such attachments and must meet all conditions thereof. Estimated energy consumption will be billed under the current CG1 energy rate. Time and material charges for installation, removal, transfer or associated maintenance may also apply.***

14. ***Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.***

15. ***Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the customer, third party or act of God; or (b) any lighting design support provided by the Company including, but not limited to, the Customer's reliance on or implementation of any recommendations or conclusions by the Company related to lighting design.***

SECONDARY SERVICE FOR MUNICIPAL DEFENSE SIREN SERVICE RATE Mg1

AVAILABILITY

To incorporated municipalities for the periodic operation of defense sirens.

RATE

Capacity	Non-Capacity	Total
$0.86	$2.12	$2.98 per year or any part of a year for each 2 horsepower or fraction thereof for each siren installed.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM ANNUAL CHARGE:

The annual charge per siren plus the Energy Waste Reduction Surcharge for each month of the year or any part of a year.

LATE PAYMENT CHARGE

A 1.5% per month late payment charge will be applied to outstanding charges past due.

CONDITIONS OF DELIVERY

1. Bills will be rendered in the fourth quarter of each year, for each municipality, for service rendered in the aggregate during the calendar year.

2. The municipality shall furnish and install all sirens, including the labor and materials required for approved service connections to the nearest Company distribution line.

3. Where additional equipment or extension of lines is necessary on the part of the Company, the municipality shall pay the Company its cost of making such extension.

4. The Company will make the connection and disconnection with its distribution lines.

5. Loads other than sirens shall not be connected to the siren circuit.

6. The municipality shall furnish the Company with a map indicating the location of sirens to be operated, and shall give adequate notice of the discontinuance or addition of any sirens.

7. Service may be terminated at any time by the municipality or on six months' notice by the Company.

CUSTOMER GENERATING SYSTEMS – NET METERING PROGRAM
20kW OR LESS RATE - CGS Category 1

AVAILABILITY

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's peak load for the preceding calendar year allocated to include no more than 0.5% for customers generating 20kW or less. Upon enrolling in the Net Metering Program, customers shall be eligible to continue participation for a minimum period of ten years. A participating customer may terminate participation in the Company's Net Metering Program at any time for any reason.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 Hertz, single-phase or three-phase at any Company standard voltage available at the customer-owned generating system site.

CUSTOMER ELIGIBILITY

To be eligible to participate in the Net Metering Program, customers must generate a portion or all of their own retail electricity requirements using a renewable energy resource. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:

a. Biomass
b. Solar and solar thermal energy
c. Wind energy
d. Kinetic energy of moving water, including the following:
   i. Waves, tides or currents
   ii. Water released through a dam
e. Geothermal energy
f. Municipal solid waste
g. Landfill gas produced by municipal solid waste.

Eligible customers must be Full Requirements Service customers under either Residential, General Secondary or General Primary services. A customer using biomass blended with fossil fuel as a renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.

The generation equipment must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirements for electricity. At the customer's option, the generation capacity shall be determined by one of the following methods:

(i) Aggregate nameplate capacity of the generator(s).
(ii) An estimate of the expected annual kWh output of the generator(s).

Customers shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of rate design. At the customer's option, the customer's annual electricity needs shall be determined by one of the following methods: (1) the customer's annual energy usage, measured in kWh, during the previous 12 month period; (2) for a customer with metered demand data available, the maximum integrated hourly demand measured in kW during the previous 12 month period; or (3) in cases where no data, incomplete data, or incorrect data for the customer's past annual energy usage is available, or where the customer is making changes on-site that will affect the customer's future total annual energy usage, the Company and the customer shall mutually agree on a method to determine the customer's future annual energy usage.

(Continued on Sheet No. D-54.00)

CUSTOMER GENERATING SYSTEMS – NET METERING PROGRAM
20kW OR LESS RATE - CGS Category 1
(Continued from Sheet No. D-53.00)

CUSTOMER ELIGIBILITY (Cont.)

The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules (R 460.601a-460.656) and the Company's Michigan Electric Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. Customers shall be provided a copy of the Company's Generator Interconnection Application and Net Metering Application and shall be required to complete both applications and submit them with all applicable application fees for review and approval prior to interconnection of their generators to the Company's facilities. The Company's interconnection application fee is $75 and net metering application fee is $25. All requirements of the MPSC's Electric Interconnection and Net Metering Standards and the Company's Net Metering Program must be met prior to commencing Net Metering service.

A customer who is enrolled in the Net Metering Program will continue to take electric service under the Company's applicable service tariff.

METERING

The Company may determine the customer's net usage using the customer's existing meter if it is capable of reverse registration or may, at the Company's expense, install a single meter with separate registers measuring power flow in each direction. If the Company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If the customer's meter is not capable of reverse registration and if meter upgrades or modifications are required, the Company shall provide a meter or meters capable of measuring the flow of energy in both directions to the customer at cost. Only the incremental cost above that for meter(s) provided by the Company to similarly situated non-generating customers shall be paid by the eligible customer. A generator meter will be supplied to the customer, at the customer's request, at cost.

RATE

Monthly Charges:

Customers enrolled in the Net Metering Program with a system capable of generating 20 kW or less qualify for true net metering billings or credits under the program. The customer shall pay the Distribution Charges and Power Supply Charges associated with the standard service tariff applicable to the customer when the customer's monthly net usage results in a net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer shall be credited for the energy provided to the Company at full retail rate from the applicable service tariff.

Standby charges shall not be applied to customers with systems capable of generating 20 kW or less.

For customers who qualify for true net metering under the Net Metering Program, the credit for any excess generation, as determined by each month's meter reading, shall be credited against the following month's bill. Any credit carried forward to the following month that is not used up that month shall be carried forward for use in subsequent billing periods. If a customer terminates service with the Company while having a net metering credit amount on the customer's account, the Company shall refund the remaining credit amount to the customer following a final reading by the Company of the customer's net meter.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

CUSTOMER GENERATING SYSTEMS – MODIFIED NET METERING PROGRAM
OVER 20kW-150kW – RATE CGS Category 2

AVAILABILITY

Available to retail customers taking full requirements service with renewable electric generation facilities that are interconnected with the Company's power supply and rated at greater than 20 kW and not more than 150 kW, where customer's delivery offsets retail electric power supply at the same site. If a customer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 150 kW.

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.25% for customers generating at greater than 20 kW and not more than 150 kW.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 Hertz, single-phase (with Company approval) or three-phase at any Company standard voltage available at the customer-owned generating system site.

RATE

Distribution Charges:

A customer enrolled in the Modified Net Metering Program shall pay the Distribution Charges at the Company's standard service tariff applicable to the customer for the customer's total consumption of energy from the Company.

Power Supply Charges:

A customer enrolled in the Modified Net Metering Program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer.

Energy Charges:

Charges that are related to a $/kWh charge will be charged when the customer's net usage results in a monthly net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer's $/kWh charges shall be credited based on the Excess Generation rate below.

Demand Charges:

The customer shall pay the demand charge associated with the Company's standard service tariff applicable to the customer for the customer's total consumption of energy from the Company.

Excess Generation:

Excess generation shall be credited at the customer's applicable standard tariff's power supply service energy charges ($/kWh). The credit shall appear on the customer's next bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

The Company may determine the customer's usage using the customer's existing meter if it has separate registers measuring power flow in each direction. If the Company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If the customer's meter is not capable of measuring power flow in both directions, and if meter upgrades or modifications are required, the Company shall provide a meter or meters capable of measuring the flow of energy in both directions to the customer at cost. Only the incremental cost above that for meter(s) provided by the Company to similarly situated non-generating customers shall be paid by the eligible customer. Generator meters will be provided by the Company. The cost of the generator meter shall be considered a cost of operating the Net Metering Program.

(Continued on Sheet No. D-56.00)

CUSTOMER GENERATING SYSTEMS – MODIFIED NET METERING PROGRAM
OVER 20kW-150kW – RATE CGS Category 2
(Continued from Sheet No. D-55.00)

Costs and Fees:

The Company's Modified Net Metering Program has the following fees and costs:

Application fee	$25
Interconnection application fee	$75
Engineering Review	$0
Distribution Study	Actual Costs or Maximum Approved by the Commission
Distribution Upgrades	Actual Costs or Maximum Approved by the Commission
Company Testing and Inspection fee	$0
All Interconnection Costs	Actual Costs or Maximum Approved by the Commission

CONDITIONS OF PURCHASE

1. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
   a. Biomass
   b. Solar and solar thermal energy
   c. Wind energy
   d. Kinetic energy of moving water, including the following:
      i. Waves, tides or currents
      ii. Water released through a dam
   e. Geothermal energy
   f. Municipal solid waste
   g. Landfill gas produced by municipal solid waste.

2. The generation equipment must be located on the customer's premises, serving only the customer's premises, and must be intended primarily to offset a portion or all of the customer's requirements for electricity.

3. At the customer's option, the customer's electric needs shall be determined by one of the following methods:
   a. The customer's annual energy usage, measured in kWh, during the previous 12-month period.
   b. When metered demand is available, the maximum integrated hourly demand measured in kW during the previous 12-month period.
   c. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's electric needs.

4. At the customer's option, the generation capacity shall be determined by one of the following methods:
   a. Aggregate nameplate capacity of the generator(s).
   b. An estimate of the expected annual kWh output of the generator(s).

   Customers shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.

5. A customer using biomass blended with fossil-fuel as a renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.

6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be greater than 20 kW and not more than 150 kW.

(Continued on Sheet No. D-57.00)

CUSTOMER GENERATING SYSTEMS – MODIFIED NET METERING PROGRAM
OVER 20kW-150kW – RATE CGS Category 2
(Continued from Sheet No. D-56.00)

CONDITIONS OF PURCHASE (Cont.)

7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kWh output of the generating unit when completing the Company's Net Metering Application.

8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules ***(R 460.601a-460.656)*** and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large

AVAILABILITY

To customers owning generating systems, with an aggregate rating in excess of 150 kW, who desire to sell electric energy to the Company**.** For the purposes of this schedule, "customer" is defined as the person or corporate entity who desires to sell electric energy to the Company. ***Customers are not required to take electric service deliveries from the Company. This rate schedule is closed to new accounts and to new customers.*** The Company may deny availability of this rate if the Company finds that the customer causes fluctuations on the distribution system so as to impair general reliability of service.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 Hertz, single-phase (with Company approval) or three-phase at any Company standard voltage available at the customer-owned generating system site.

RATE

Facilities Charge:

Non-demand metered customers	$0.04110	per day
Demand metered customers	$0.11507	per day

Payment per kWh	Less than 601 Volts	601 Volts to <69kV	69kV and above
During on-peak period (a)	$0.04220	$0.04392	$0.04447
During off-peak period (b)	$0.02754	$0.02866	$0.02902

(a) The on-peak period payment will apply to those kWhs delivered to the Company during the time period specified in the customer's time-of-use rate schedule that corresponds to the customer's class of service applicable when the customer buys from the Company.

The on-peaks periods occur Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(b) The off-peak period payment will apply to those kWhs delivered to the Company during all hours other than on-peak hours.

Customers not served on a time-of-use rate schedule or not purchasing energy from the Company will be assigned a peak period of 9am to 9pm.

MINIMUM CHARGE: The monthly minimum charge is the facilities charge.

CONDITIONS OF PURCHASE

1. A customer operating electric generating equipment shall not connect it in parallel with the Company's electric system unless the customer has entered into a standard Distributed Generation Interconnection Agreement with the Company and the customer has provided, at customer's expense, protective and synchronizing equipment satisfactory to the Company.

2. The customer must comply with the various applicable national, state and local electrical codes, rules and regulations; the electric service rules and regulations of the Company; and the requirements of the Michigan Public Service Commission Electric Interconnection Standards R 460.481 through R 460.489. The Company may request proof of such compliance prior to initiation of service. Proof of such compliance consists of a municipal inspection certificate, or in locations where there is not municipal inspection, an affidavit furnished by the contractor or other person doing the work.

(Continued on Sheet No. D-59.00)

CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large
(Continued from Sheet No. D-58.00)

CONDITIONS OF PURCHASE (Cont.):

3. The customer shall operate its electric generating equipment in such a manner so as not to unduly affect the Company's voltage waveform. The Company, at its sole discretion, will determine whether the customer's generating equipment satisfies this criteria.

4. The customer shall permit the Company, at any time as it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the customer's equipment. The customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.

5. The customer shall permit Company employees to enter upon the customer's property at any reasonable time for the purpose of inspecting and/or testing the customer's equipment, facilities or apparatus to ensure their continued safe operation and the accuracy of the Company's metering equipment but such inspections shall not relieve the customer from its obligation to maintain the facilities in satisfactory operating condition.

6. Each of the parties shall indemnify and hold harmless the other party against any and all liability for injuries or damages to person or property caused, without the negligence of such other party, by the operation and maintenance by the parties of their respective electric equipment, lines and other facilities.

7. The customer may simultaneously purchase energy from and sell energy to the Company.

8. The customer is obligated to pay all costs to interconnect its generation facility to the Company's electric system. Interconnection costs include, but are not limited to, those specified in the Michigan Public Service Commission Electric Interconnection Standards, as well as transformer costs, line extension and upgrade costs, metering costs and the cost of a second meter if an additional meter is required.

9. A customer whose aggregate electric generating capacity is rated above 150 kW has the option of negotiating a facility-specific buy-back rate designed to meet the customer's needs and operating characteristics. The Company will respond to the customer's proposal for a negotiated rate within 30 days of receipt of such a proposal. If the Company is unable to respond to the customer's proposal within 30 days, the Company shall inform the customer of (a) specific information needed to evaluate the customer's proposal, (b) the precise difficulty encountered in evaluating the customer's proposal, and (c) the estimated date that the Company will respond. If the Company rejects the customer's proposal it will make a counter offer relating to the specific subject matter of the customer's proposal.

10. In order for a customer to sell energy to the Company, a Surplus Energy Agreement between the customer and the Company is required.

11. The customer has the right to appeal to the Public Service Commission if it believes the contract for customer generating systems is unreasonable.

12. Customers who wish to operate electric generation equipment in parallel with the Company's electric system, and are using the bulk of the energy produced for their own purposes, but who do not wish to be placed on this or any other purchase tariff, nonetheless shall abide by these Conditions of Purchase with the exception of Conditions of Purchase (7) and (9). In the case where the Company takes action to prevent the existing Company metering facilities from recording any flow of energy from the customer's generation facilities into the Company's electric system, the customer will receive no payment for any energy fed back into the Company's system.

(Continued on Sheet No. D-60.00)

CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large
(Continued from Sheet No. D-59.00)

CONDITIONS OF PURCHASE (Cont.):

13. The customer may contract for supplementary, standby and maintenance electric service from the Company under the rate schedule corresponding to the customer's class of service. General primary and general secondary customers who contract for supplementary, standby and maintenance electric service will be served under the auxiliary service provisions of their respective Conditions of Delivery.

14. For billing periods during which no energy was sold to the Company by a customer on Rate Schedule CGS1 and the customer's bill would reflect only the facilities charge, the billing of such charge may be deferred until the next billing period during which energy is sold. If six consecutive billing periods pass during which no energy is sold to the Company by the customer on Rate Schedule CGS1, or if such customer terminates service under this rate schedule, the Company may bill the customer for the deferred facilities charges.

PARALLEL GENERATION-PURCHASE PG-2M-STANDARD OFFER

AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of 550 KW or less, and desiring to sell electrical energy to the Company. Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten, fifteen or twenty year service agreement with the Company. Customers with generation capacity of 150 KW or less have the option of selling energy to the Company under this PG-2M tariff, or the CGS Category 1 tariff or the CGS Category 2 tariff.

MONTHLY RATES

Facilities Charge

Residential, Non-Demand Secondary customers, and customers not taking electric service deliveries from the Company with customer owned generation capacity of less than 100 kW: Cg1 single or three phase facilities charge
Demand Customers and customers not taking electric service deliveries from the Company with customer owned generation capacity equal to or greater than 100 kW: Cg3 facilities charge

Charges for Deliveries from Company

Deliveries from the Company to the customer shall be billed in accordance with the standard applicable rate schedules of the Company.

Energy Credit Deliveries to Company

On-peak Energy Credit

January 1, 2019 through December 31, 2019: $.02612 per kWh on-peak
January 1, 2020 through December 31, 2020: $.02664 per kWh on-peak
January 1, 2021 through December 31, 2021: $.02718 per kWh on-peak
January 1, 2022 through December 31, 2022: $.02772 per kWh on-peak
January 1, 2023 through December 31, 2023: $.02827 per kWh on-peak
January 1, 2024 through December 31, 2024: $.02884 per kWh on-peak
January 1, 2025 through December 31, 2025: $.02942 per kWh on-peak
January 1, 2026 through December 31, 2026: $.03000 per kWh on-peak

Customers shall receive the applicable on-peak energy credit shown above for their initial five years (60 months) of service under this tariff, thereafter, the on-peak energy credit shall equal the average of the on-peak Day Ahead Locational Marginal Prices ("DA LMP") at the MIUP.WEPM load zone node. The rates shall be reset annually on January 1 of each year based on the hourly average on-peak DA LMP at the MIUP.WEPM load zone node of the most recently completed November 1 to October 31 period.

Off-peak Energy Credit

January 1, 2019 through December 31, 2019: $.02612 per kWh off-peak
January 1, 2020 through December 31, 2020: $.02664 per kWh off-peak
January 1, 2021 through December 31, 2021: $.02718 per kWh off-peak
January 1, 2022 through December 31, 2022: $.02772 per kWh off-peak
January 1, 2023 through December 31, 2023: $.02827 per kWh off-peak
January 1, 2024 through December 31, 2024: $.02884 per kWh off-peak
January 1, 2025 through December 31, 2025: $.02942 per kWh off-peak
January 1, 2026 through December 31, 2026: $.03000 per kWh off-peak

(Continued on Sheet No. D-60.02)

PARALLEL GENERATION-PURCHASE PG-2M-STANDARD OFFER
(Continued from Sheet No. D-60.01)

MONTHLY RATES (cont.)

Off-peak Energy Credit (cont.)

Customers shall receive the applicable off-peak energy credit shown above for their initial five years (60 months) of service under this tariff, thereafter, the off-peak energy credit shall equal the average of the off-peak DA LMP at the MIUP.WEPM load zone node. The rates shall be reset annually on January 1 of each year based on the hourly average off-peak DA LMP at the MIUP.WEPM load zone node of the most recently completed November 1 to October 31 period.

Capacity Payment

A capacity credit shall be paid reflecting the most recent Midcontinent Independent System Operator ("MISO") capacity auction market result in the relevant Local Resource Zone if the customer generation capacity can be counted as capacity in the MISO Capacity Auction (Resource Adequacy) market. The capacity price will be updated each June 1 to reflect the most recent year-round auction clearing price in MISO. The current on-peak rate until May 31, ***2021*** will be ***$.00059/kWh***. If the MISO capacity auction deviates from its current annual format, the applicable capacity price will be calculated from the most recently cleared capacity seasons spanning a 12 month period.

Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags. Premiums are to be set when the contract is signed and will not change during the contract period.

Distribution Loss Factors

The following factors shall be applied to the on-peak and off-peak energy factors and capacity payments to reflect system losses. The energy and capacity values will be divided by these adjustment factors:

Customers served on a residential rate schedule	1.06343
Customers served on a secondary rate schedule	1.05529
Customers served on a primary rate (low & med voltage) schedule	1.02031
Customers served on a primary rate schedule or special contract (high voltage)	1.00000
Generator only customers metered at a secondary voltage less than 4,160 volts	1.05529
Generator only customers metered at a primary voltage less than or equal to 4,160 volts	1.02031
Generator only customers metered at a primary voltage greater than 4,160 volts and less than 69,000 volts	1.02031
Generator only customers metered at a primary voltage greater than or equal to 69,000 volts	1.00000

Line loss savings will be evaluated on a case by case basis.

ON-PEAK and OFF-PEAK HOURS

The on-peak and off-peak time periods will correspond to the tariffed rate schedule under which the customer purchases energy from the Company. Customers not purchasing energy from the Company will be assigned a peak period of 8 am to 8 pm.

HOLIDAYS

The days of the year which are considered holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

MINIMUM CHARGE

The monthly minimum charge shall be the facilities charge.

(Continued on Sheet No. D-60.03)

PARALLEL GENERATION-PURCHASE PG-2M-STANDARD OFFER
(Continued from Sheet No. D-60.02)

PRO-RATION OF DEMAND COST FOR AUTHORIZED MAINTENANCE

For customers billed on rates with demand charges, the demand charges other than "Customer Demand" shall be prorated if the maintenance schedule of the customer owned generation facility has been approved in advance in writing by the Company. Said pro-ration shall be based on the number of authorized days of scheduled maintenance. The customer shall pay the demand rate for the higher than normal demands due to the generation outage only for the days of authorized maintenance.

SPECIAL RULES

1. ***The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.***

2. ***The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.***

3. ***The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules (R460.481- 460.489) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.***

PARALLEL GENERATION RULES

See Schedule PGXM.

PARALLEL GENERATION-PURCHASE PG-3M

AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of 5,000 KW or less, and desiring to sell electrical energy to the Company. Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten, fifteen or twenty year service agreement with the Company. Customers with generation capacity of 550 kW or less have the option of selling energy to the Company under this PG-3M tariff or PG-2M tariff.

MONTHLY RATES

Facilities Charge

Residential, Non-Demand Secondary customers, and customers not taking electric service deliveries from the Company with customer owned generation capacity of less than 100 kW: Cg1 single or three phase facilities charge
Demand Customers and customers not taking electric service deliveries from the Company with customer owned generation capacity equal to or greater than 100 kW: Cg3 facilities charge

Energy Credit

January 1, 2019 through December 31, 2019: $.02612 per all kWhs
January 1, 2020 through December 31, 2020: $.02664 per all kWhs
January 1, 2021 through December 31, 2021: $.02718 per all kWhs
January 1, 2022 through December 31, 2022: $.02772 per all kWhs
January 1, 2023 through December 31, 2023: $.02827 per all kWhs
January 1, 2024 through December 31, 2024: $.02884 per all kWhs
January 1, 2025 through December 31, 2025: $.02942 per all kWhs
January 1, 2026 through December 31, 2026: $.03000 per all kWhs

Customers shall receive the applicable energy credit shown above for their initial five years (60 months) of service under this tariff, thereafter, the Customer will be compensated at the Day Ahead LMP at MIUP.WEPM load zone node expressed in $/kWh for every hour.

Capacity Payment

A capacity credit shall be paid reflecting the most recent Midcontinent Independent System Operator ("MISO") capacity auction market result in the relevant Local Resource Zone if the customer generation capacity can be counted as capacity in the MISO Capacity Auction (Resource Adequacy) market. The capacity price will be updated each June 1 to reflect the most recent year-round auction clearing price in MISO. The current all kWhs rate until May 31, ***2021*** will be ***$.00021/kWh.*** If the MISO capacity auction deviates from its current annual format, the applicable capacity price will be calculated from the most recently cleared capacity seasons spanning a 12 month period.

Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags. Premiums are to be set when the contract is signed and will not change during the contract period.

Distribution Loss Factors

The following factors shall be applied to the energy factors and capacity payments to reflect system losses. The energy and capacity values will be divided by these adjustment factors:

Customers served on a residential rate schedule	1.06343
Customers served on a secondary rate schedule	1.05529

(Continued on Sheet No. D-60.05)

PARALLEL GENERATION-PURCHASE PG-3M
(Continued from Sheet No. D-60.04)

Distribution Loss Factors (cont.)

Customers served on a primary rate (low & med voltage) schedule	*1.02031*
Customers served on a primary rate schedule or special contract (high voltage)	*1.00000*
Generator only customers metered at a secondary voltage less than 4,160 volts	*1.05529*
Generator only customers metered at a primary voltage less than or equal to 4,160 volts	*1.02031*
Generator only customers metered at a primary voltage greater than 4,160 volts and less than 69,000 volts	*1.02031*
Generator only customers metered at a primary voltage greater than or equal to 69,000 volts	*1.00000*

Line loss savings will be evaluated on a case by case basis.

MINIMUM CHARGE

The monthly minimum charge shall be the facilities charge.

PRO-RATION OF DEMAND COST FOR AUTHORIZED MAINTENANCE

For customers billed on rates with demand charges, the demand charges other than "Customer Demand" shall be prorated if the maintenance schedule of the customer owned generation facility has been approved in advance in writing by the Company. Said pro-ration shall be based on the number of authorized days of scheduled maintenance. The customer shall pay the demand rate for the higher than normal demands due to the generation outage only for the days of authorized maintenance.

SPECIAL RULES

1. ***The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.***

2. ***The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.***

3. ***The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules (R460.481- 460.489) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.***

PARALLEL GENERATION RULES

See Schedule PGXM.

PARALLEL GENERATION-PURCHASE PG-4M

AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of 20,000 KW or less, and desiring to sell electrical energy to the Company. Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten or fifteen year service agreement with the Company. Customers with generation capacity of 5,000 KW or less have the option of selling energy to the Company under this PG-4M tariff or the PG-3M tariff.

NEGOTIATED RATES

Parallel generation customers have the right to request negotiated buy back rates. The following are the required procedure guidelines:

1. ***Except as allowed by Paragraph 3 below, the Company must respond to the customer owned generating system within 30 days of the initial receipt of the customer owned generating system written proposal, and within 30 days of receipt of any subsequent customer owned generating system written proposal;***

2. ***The Company's rejection of the customer owned generating system written proposal must be accompanied by a counter offer relating to the specific subject matter of the customer owned generating system written proposal; and***

3. ***If the Company is unable to respond to the customer owned generating system written proposal within 30 days it shall inform the customer owned generating system of:***
   a. ***Specific information needed to evaluate the customer owned generating system proposal.***
   b. ***The precise difficulty encountered in evaluating the customer owned generating system written proposal.***
   c. ***The estimated date that it will respond to the customer owned generating system written proposal.***

4. ***The commission may become involved in the Company negotiations upon showing by either the Company or the customer owned generating system that a reasonable conclusion cannot be reached under the above guidelines. The commission may provide a waiver to the guidelines and order new negotiation requirements so that a reasonable conclusion can be reached.***

Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags.

SPECIAL RULES

1. ***The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.***

2. ***The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.***

3. ***The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules (R460.481- 460.489) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.***

PARALLEL GENERATION RULES

See Schedule PGXM.

PARALLEL GENERATION-RULES PGXM

PARALLEL GENERATION RULES FOR RATE SCHEDULES PG-2M, PG-3M AND PG-4M

The following rules shall apply to all customer owned generation facilities that are interconnected with the company's power supply:

1. ***Interconnection of a generating facility with the Company shall not be permitted until application has been made to and approval received from the Company. The Company may withhold approval for good reason such as failure to comply with applicable utility or governmental rules or laws. The Company shall require a contract specifying reasonable technical connection and operating aspects for the parallel generating facility.***

2. ***The Company may require that for each generating facility there be provided between the generator or generators and the Company system a lockable load-break disconnect switch. For installations interconnected at greater than 600 volts a fused cutout switch may be substituted, where practicable. The switches shall be accessible to the Company for the purpose of isolating the parallel generating facility from the Company system when necessary.***

3. ***The Company shall require a separate distribution transformer for a customer having a generating facility where necessary, for reasons of public or employee safety or where the potential exists for the generating facility causing problems with the service of other customers. Ordinarily this requirement should not be necessary for an induction-type generator with a capacity of 5 Kw or less, or other generating units of 10 Kw or less that utilize line-commutated inverters.***

4. ***Where necessary, to avoid the potential for a facility causing problems with the service of other customers, the Company shall limit the capacity and operating characteristics of single-phase generators in a manner consistent with its existing limitations for single-phase motors. Ordinarily single-phase generators should be limited to a capacity of 10 Kw or less.***

5. ***The Company shall require that each generating facility have a system for automatically isolating the generator from the Company's system upon loss of the Company supply, unless the Company desires that the local generation be continued to supply isolated load. For synchronous and induction generators such protection against continued operation when isolated from the Company system will ordinarily consist of overcurrent protection, fuse or circuit breaker, plus a voltage or frequency controlled contactor which would automatically disconnect the unit whenever its output voltage or frequency drifted outside predetermined limits, such as plus or minus 10% of the rated values. Other suitable protective systems against abnormal voltages or frequencies may be accepted by the Company.***

6. ***The Company shall require that the customer discontinue parallel generation operation when it so requests and the Company may isolate the generating installation from its system at times:***
   a. ***When considered necessary to facilitate maintenance or repair of Company facilities.***
   b. ***When considered necessary during system emergencies.***
   c. ***When considered necessary during such times as the generating facility is operating in a hazardous manner, or is operating such that it adversely affects service to other customers or to nearby communication systems or circuits.***

7. ***The owner of the generating facility shall be required to make the equipment available and permit entry upon the property by Company and communication utility personnel at reasonable times for the purposes of testing isolation and protective equipment, and evaluating the quality of power delivered to the Company's system; and testing to determine whether the local generating facility is the source of any electric service or communication systems problems.***

8. ***The power output of the generating facility shall be maintained such that frequency and voltage are compatible with normal Company service and do not cause that Company service to fall outside the prescribed limits of commission rules and other standard limitations.***

9. ***The generating facility shall be operated so that variations from acceptable voltage levels and other service impairing disturbances do not result in adverse effects on the service or equipment of other customers, and in a manner which does not produce undesirable levels of harmonics in the Company power supply.***

(Continued on Sheet No. D-60.07)

PARALLEL GENERATION-RULES PGXM
(Continued from Sheet No. D-60.06)

PARALLEL GENERATION RULES (Cont.)

10. The owner of the generating facility shall be responsible for providing protection for the owner's installed equipment and for adhering to all applicable national, state and local codes. The design and configuration of certain generating equipment such as that utilizing line-commutated inverters sometimes requires an isolation transformer as part of the generating installation for safety and for protection of the generating facilities.

11. The owner of a generating facility interconnected or proposed to be interconnected with the Company system may appeal to the commission should any requirement of the Company service rules be considered to be excessive or unreasonable. Such appeal will be reviewed and the customer notified of the commission's determination.

12. The Company will notify telephone utility and cable television firms in the area when it knows that customer owned generating facility is to be interconnected with its system. This notification shall be as early as practicable to permit coordinated analysis and testing in advance of interconnection, if considered necessary by the electric or telephone utility or cable television firm.

13. The owner of the generating facility shall be required to pay all interconnection costs, including any metering transformers, incurred by the Company. Said costs, including financing costs, shall be paid by the owner within two years of the installation date of the interconnection facilities.

14. The owner of the generating facility shall be required to have liability insurance on the generating facility of at least $100,000 or be able to prove financial responsibility.

15. Electric service to a customer owned electric generation installation may be disconnected for failure to comply with these parallel generation rules.

16. The Company may purchase renewable energy credits (RECs) from qualifying facilities (QFs).

CUSTOMER GENERATING SYSTEMS – METHANE DIGESTORS - CGS Biogas

AVAILABILITY

Available to retail customers taking full requirements service with renewable electric generation facilities that are interconnected with the Company's power supply and rated at greater than 150 kW and not more than 550 kW, where customer's delivery offsets retail electric power supply at the same site. If a customer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 550 kW.

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.25% for customers generating at greater than 150 kW and not more than 550 kW.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 Hertz, single-phase (with Company approval) or three-phase at any Company standard voltage available at the customer-owned generating system site.

RATE

Distribution Charges:

A customer enrolled in this program shall pay the Distribution Charges at the Company's standard service tariff applicable to the customer for the customer's imputed consumption. Imputed consumption is the sum of the metered on-site generation and the net of the bidirectional flow of power across the customer interconnection during the billing period.

Power Supply Charges:

A customer enrolled in this program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer.

Energy Charges:

Charges that are related to a $/kWh charge will be charged when the customer's net usage results in a monthly net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer's $/kWh charges shall be credited based on the Excess Generation rate below.

Demand Charges:

The customer shall pay the demand charges ($/kW) associated with the Company's standard service tariff applicable to the customer for the customer's imputed consumption. Imputed consumption is the sum of the metered on-site generation and the net of the bidirectional flow of power across the customer interconnection during the billing period.

Excess Generation:

Excess generation shall be credited at the customer's applicable standard tariff's power supply service energy charges ($/kWh). The credit shall appear on the customer's next bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

Metering:

The Company will utilize a meter or meters capable of measuring the flow of energy in both directions and generator output. If the Company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If meter upgrades or modifications are required, the customer shall pay the costs incurred.

(Continued on Sheet No. D-62.00)

CUSTOMER GENERATING SYSTEMS – METHANE DIGESTORS - CGS Biogas
(Continued from Sheet No. D-63.00)

Costs and Fees:

The Company's Modified Net Metering Program has the following fees and costs:

Application fee:	$25
Interconnection application fee:	$75
Engineering Review:	$0
Distribution Study:	Actual Costs or Maximum Approved by the Commission
Distribution Upgrades:	Actual Costs or Maximum Approved by the Commission
Company Testing and Inspection fee:	$0
All Interconnection Costs:	Actual Costs or Maximum Approved by the Commission

CONDITIONS OF PURCHASE

1. A renewable energy resource consisting of one or more methane digesters with an aggregate name plate capacity between 150 kW and 550 kW located on the customer's premises and metered at a single point of contact.

2. The generation equipment must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirements for electricity.

3. At the customer's option, the customer's electric needs shall be determined by one of the following methods:
   a. The customer's annual energy usage, measured in kWh, during the previous 12-month period.
   b. When metered demand is available, the maximum integrated hourly demand measured in kW during the previous 12-month period.
   c. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's electric needs.

4. At the customer's option, the generation capacity shall be determined by one of the following methods:
   a. Aggregate nameplate capacity of the generator(s).
   b. An estimate of the expected annual kWh output of the generator(s).

   Customers shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.

5. A customer using biomass blended with fossil-fuel as a renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.

6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be greater than 150 kW and not more than 550 kW.

7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kWh output of the generating unit when completing the Company's Net Metering Application.

8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules ***(R 460.601a-460.656)*** and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

EXPERIMENTAL RENEWABLE ENERGY RIDER ERER 1

AVAILABILITY

Available to customers currently taking service under the Rg1, Rg2, Cg1, Cg2, and Cg5 rate schedules who pay a premium on their usage for the Company to obtain energy from generating sources that are fueled by renewable resources for 25%, 50%, or 100% of their usage.

RATE

In addition to the customer's normal charges as indicated in the rate schedule under which the customer is served, there will be an adder per kWh based on the level of participation selected by the customer as follows:

Energy for Tomorrow ™ - 25%	$***.00212*** per kWh
Energy for Tomorrow ™ - 50%	$***.00425*** per kWh
Energy for Tomorrow ™ - 100%	$***.00849*** per kWh

CONDITIONS OF DELIVERY

1. Customers may terminate service under this rider at any time. The change will become effective with the customer's next billing cycle following the customer's termination request to the Company.

2. In addition to the rate above, all rates and conditions of delivery of the respective rate schedule under which the customer is currently served are applicable.

EXPERIMENTAL RENEWABLE ENERGY RIDER ERER 2

AVAILABILITY

Available to customers currently taking service under rate schedules Cg3, Cp1, and Ms1 who nominate to pay a premium on a block of their usage to allow for the purchase of a block of energy generated by renewable resources.

RATE

In addition to the customer's normal charges as indicated in the rate schedule under which the customer is served, there will be an adder of $***.00849*** per kWh, based on the block of renewable energy purchased, which is applied to the lesser of the kWh consumed or the kWh nominated for renewable energy.

CONDITIONS OF DELIVERY

1. The customer will sign an individual customer contract which will initially obligate the customer to purchase up to the customer nominated block of renewable energy each billing period for one year. Thereafter, the contract will automatically renew for the next year unless terminated by either the Company or the customer 30 days prior to the expiration date. The customer may, at any time, increase the size of the block of renewable energy nominated.

2. If the amount of renewable energy nominated is more than the amount of energy consumed in a given billing period, the customer will pay the renewable energy premium only on the amount of energy consumed in that given billing period.

3. The size of the block of renewable energy nominated is completely at the discretion of the customer. There is no minimum or maximum block size of renewable energy that can be nominated.

4. In addition to the rate and conditions of delivery noted above, all rates and conditions of delivery of the respective rate schedule under which the customer is currently served are applicable.

EXPERIMENTAL RENEWABLE ENERGY RIDER ERER 3

AVAILABILITY

Available to customers currently taking service under the Cg3, Cp1, and Ms1 rate schedules who pay a premium on their usage for the Company to obtain energy from generating sources that are fueled by renewable resources for 25%, 50%, or 100% of their usage.

RATE

In addition to the customer's normal charges as indicated in the rate schedule under which the customer is served, there will be an adder per kWh based on the level of participation selected by the customer as follows:

Energy for Tomorrow ™ - 25%	$***.00212*** per kWh
Energy for Tomorrow ™ - 50%	$***.00425*** per kWh
Energy for Tomorrow ™ - 100%	$***.00849*** per kWh

CONDITIONS OF DELIVERY

1. The customer will sign a contract which will initially obligate the customer to the level of participation selected for one year. Thereafter, the contract will automatically renew for the next year unless terminated by either the Company or the customer 30 days prior to the expiration date.

2. In addition to the rate above, all rates and conditions of delivery of the respective rate schedule under which the customer is currently served are applicable.

POLE ATTACHMENTS RATE PA1

AVAILABILITY

To customers, other than a utility or a municipality, contracting for attachment to the Company's poles.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF ATTACHMENT

Any wire, cable, facility or apparatus for the transmission of writing, signs, signals, pictures, sounds or other forms of intelligence, installed upon any pole owned or controlled by the Company.

RATE

Pole Attachment: $3.74 per year for each pole attachment

Anchor: One time charge of $15.00 for each anchor used unless the Company has been reimbursed for such anchor.

BILLING

Annual billing will be rendered on the date specified in the written contract, and will consist of charges for the current billing period for pole attachments and anchors. Additional billings resulting from rate changes will be billed on a prorated basis for the period covering the effective date of the change through the end of the current billing period.

LATE PAYMENT CHARGE

A one and one-half percent (1.5%) per month late payment charge will be applied to outstanding charges past due.

CONDITIONS OF ATTACHMENT

1. The Company will require that a standard form written contract be executed which will detail attachment and safety standards, billing practices to be followed, and other technical and operating parameters for the customer's equipment. All contracts will be filed with the Michigan Public Service Commission and will be deemed approved by the commission as to rates, terms and conditions of attachment, unless the commission on its own motion, within 20 days of the Company's filing, indicates disapproval.

2. The customer shall locate and operate its equipment, on the poles, in such a manner so as not to interfere with the services of the Company or other customers attached thereto.

3. The customer shall be responsible for adhering to all applicable national, state and local codes regarding the installation and maintenance of its equipment, including but not limited to the various municipal electrical codes, the electric service rules of the Michigan Public Service Commission, and the electric service rules and regulations of the Company.

4. The customer is required (i) to carry at least $1,000,000 comprehensive general liability insurance and (ii) to furnish a bond in the amount of $5,000 for the first 100 attachments made plus $1,000 for each additional 100 attachments or fraction thereof or in an amount exceeding the above when the Company deems such additional surety is required.

5. The Company may apply to the Michigan Public Service Commission for such changes in the tariff sheets applicable to the customer as the Company deems necessary or desirable.

6. Definitions:
   a. A pole attachment is defined as each 12 inches or less of vertical pole space occupied by the customer's facilities, excluding use by vertical conductors and power supplies on each pole.
   b. A billing period is defined as twelve calendar months ending December 31.

SUPPLY DEFAULT SERVICE RATE Ds1

AVAILABILITY AND PRIOR NOTICE REQUIREMENTS

To customers in all areas served. This service is available, on a best-efforts basis to a customer greater than or equal to 4 MW Maximum Demand returning from supply from an AES (Alternative Electric Supplier) for a transition period of up to 12 months. This service applies to customers taking retail access service under the following Rates: Cg 3, Cp 1, Cp 4, Schedule A, and Cp LC. The Company is not required to build or purchase new capacity or interrupt firm customers to provide service under this schedule.

HOURS OF SERVICE: Twenty-four.

CONDITIONS FOR MANDATORY DEFAULT SERVICE

The Company will, on a best-efforts basis, provide power supply service to the customer. The customer is obligated to pay the Company for all costs associated with the Company providing the customer with Default Service.

RATES

Delivery Charges:

The delivery charges shall be the delivery charge of the retail access rate that the customer would qualify for, if applying as a new customer.

Power Supply Charges:

The price for each hour of usage under this schedule shall be the greater of:

1. The charge for power supply service under the Company's corresponding full requirements service rate for the customer, or
2. The customer's proportional share of 110% of the Company's cost of obtaining supply for default service customers including losses and any applicable charges.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM CHARGE

The monthly minimum charge shall be the minimum charge of the retail access rate that the customer would qualify for, if applying as a new customer.

PAYMENT: This rate is net.

LATE PAYMENT CHARGE

The late payment charge is 1.5%, not compounded, of the portion of the bill, net of taxes, that is delinquent. The late payment charge shall not apply to customers participating in the winter protection plan described in R 460.101-460.169.

CONDITIONS OF DELIVERY

1. The conditions of delivery shall be the conditions of delivery of the retail access rate that the customer would qualify for, if applying as a new customer.

2. Customers taking service under this rate schedule are also subject to the Terms and Conditions contained in the Retail Access Service Tariff rate schedule RAS-1.

EXPERIMENTAL RENEWABLE ENERGY (SOLAR PV) DISTRIBUTED GENERATION RATE CGS PV

AVAILABILITY

For the purposes of this schedule, Company is defined as Upper Michigan Energy Resources Corporation and Customer is defined as a person or business who wishes to sell electricity generated using solar photovoltaics (PV) to the Company.

This rate schedule is available to Customers participating in one of the Company's Energy For Tomorrow programs (rate schedules ERER1, ERER2 or ERER3). Eligible PV generating equipment must be rated for an aggregate generation capacity of not less than 1.5 kW and not more than 15 kW. This experimental tariff offering is limited to 75 kW of total generation capacity.

Eligible Customers may enroll in this experimental tariff offering for a period ending 09-30-11 by entering into a 10-year contract with the Company. Customers will execute and submit an interconnection agreement and meet all criteria in the Conditions of Purchase section of this tariff rider.

The terms and conditions of this rider may be modified before the expiration date, subject to approval by the Michigan Public Service Commission.

RATE

Facilities Charge

No separate Facilities Charge for Customers selling electricity to the Company under this rate schedule. The Customer will pay the normal monthly facilities charge applicable to the rate schedule under which the Customer is served when the Customer is a purchaser of electric service from the Company.

Energy Rate

The Company will purchase power from the Customer at the following RATE $0.225 per kWh.

The Customer will receive a monthly credit for the energy sold to the Company at the above rate and will receive at check whenever any net accumulated amount exceeds $100.00.

Meter Charge

A second meter is required to measure the solar PV generating output of the Customer. The applicable second meter charge is: $0.03288 per day

Minimum Charge

The monthly minimum charge is the meter charge.

CONDITIONS OF PURCHASE

1. This tariff is limited to Energy for Tomorrow Customers. The level of participation in the Energy for Tomorrow program shall be at least as great as the anticipated annual PV output as mutually agreed upon by the Company and the Customer. See the Energy for Tomorrow rate schedules for additional detail.

2. This experimental tariff has a limited enrollment period ending 09-30-11. Customers with a signed contract may remain on the rate schedule for a term of 10 years from the date of their enrollment.

3. The Company will have title to all of the associated renewable attributes produced by the generation. Renewable attributes include any and all local, state, federal, and/or international renewable resource credits, emissions credits and any other environmentally related credits that are, or in the future will be, recognized by any governmental authority and attributed to the production of energy from renewable power.

4. The Customer must comply with the various applicable national, state and local electrical codes, rules and regulations; the electric service rules and regulations of the Company. The Company may request proof of such compliance prior to initiation of service. Proof of such compliance consists of a municipal inspection certificate or in locations where there is no municipal inspection, an affidavit furnished by the contractor or other person doing the work.

(Continued on Sheet No. D-69.00)

EXPERIMENTAL RENEWABLE ENERGY (SOLAR PV) DISTRIBUTED GENERATION RATE CGS PV
(Continued from Sheet No. D-68.00)

CONDITIONS OF PURCHASE (Cont.)

5. A Distributed Generation Interconnection Agreement is required between the Customer and the Company as a condition for parallel operation of generation equipment.

6. A Surplus Energy Purchase Agreement is required between the customer and the Company as a condition for parallel operation.

7. An Energy for Tomorrow Power Partner Program Agreement is required between the Customer and the Company. The Customer has the right to appeal to the Public Service Commission if the Customer believes the terms of such Agreements are unreasonable.

8. A Customer operating electric generating equipment shall not connect it in parallel with the Company's electrical system unless the Customer has provided, at Customer's expense, protective and synchronizing equipment satisfactory to the Company.

9. The Customer shall operate its electric generating equipment in such a manner that does not unduly affect the Company's voltage waveform. The Company, at its sole discretion, will determine whether the Customer's generating equipment satisfies this criteria.

10. The Customer shall permit the Company, at any time that it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the Customer's equipment. The Customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.

11. The Customer shall permit Company employees to enter its property at any reasonable time for the purpose of inspecting and/or testing its equipment, facilities or apparatus to ensure its continued safe operation and the accuracy of the Company's metering equipment. Such inspections shall not relieve the Customer from its obligation to maintain the facilities in satisfactory operating condition.

12. Each of the parties shall indemnify and hold the other harmless against any and all liability for injuries or damages to persons or property caused, without the negligence of such other party, by the operation and maintenance by such parties of their respective electric equipment, lines and other facilities.

13. The Customer is obligated to pay all costs up-front to interconnect its generation facility to Company's electrical system. Interconnection costs include, but are not limited to, transformer costs, line extension and upgrade costs.

14. The Customer may simultaneously purchase energy from and sell energy to the Company. A second meter is required to measure the solar PV generating system output.

15. The Customer may contract for supplementary, stand-by, and maintenance electrical service from the Company under the rate schedule corresponding to the Customer's class of service. If a Customer is billed on a rate schedule which has a separately identified demand charge, the demand charge assessed for maintenance service will be prorated to take into account the number of days the Customer actually used Company service during the billing period.

16. The Customer is obligated to pay the cost, if any, associated with the meter requirements for PV generating equipment. Specific metering requirements will vary depending on the installation.

EXPERIMENTAL SHORT TERM PRODUCTIVITY RIDER - STPR

AVAILABILITY

Available under special contract to customers currently taking service under the Cp 1 or Cp 3 rate schedules for the purpose of allowing customers which have shifted load off-peak to extend operations to the 4 hour period of 8:00 a.m. to noon and the 4 hour period of 6:00 p.m. to 10:00 p.m. for either 1 hour or a maximum of 2 contiguous hours per 4 hour period when system capacity is available, and at the sole discretion of the Company. Each 4 hour period is considered an "excess period". During an excess period, the customer will pay the rates shown below, and will not incur additional on-peak demand charges for usage in accordance with the terms and conditions of this Rider. This Rider does not waive the additional delivery demand charges that may be incurred by higher demands under this Rider. This Rider is not intended to provide for a reduction of a customer's normal on-peak billing demand.

This rider is limited to a maximum of 20 customers.

RATES

All excess kWh are priced at the higher of:

The two hour average, for each of the two contiguous hours of each excess period that the customer is eligible to utilize, of the day ahead cleared Locational Marginal Prices for the WEC load zone in which the customer is located, plus ten percent (10%) OR

$0.10 per kWh for all kWh when 1000 or more kWh is billed in an excess period OR

$0.12 per kWh for all kWh under 1000 kWh per excess period.

During an excess period, the excess kWh is the difference between the kWh during the excess period on a 15-minute interval basis minus the kWh during the 15-minute interval in which the on-peak maximum demand occurs for the billing period. The excess kWh will not be negative. The excess period will consist of 1 or 2 whole hours as requested by the customer in advance.

Administrative Charge:	$100.00	per month
Minimum Charge:	$60.00	per excess period plus the Administrative Charge.

CONDITIONS OF DELIVERY

1. The customer must request the service under this rider from the Company at least one hour in advance of the start of the customer's on-peak period (8:00 a.m. or 10:00 a.m.) and at least one hour prior to 6 PM for the evening via fax or other electronic means of notification acceptable to the Company. The customer will be notified if the service is unavailable. Once the service commences, the service may be unconditionally interrupted at the Company's sole discretion for capacity constraints with one hour advance notice by the Company.

2. If the customer does not reduce load one hour after notification by the Company, the customer will be billed at the standard Cp 1 on-peak demand rate for the additional load. Interruptions under this rider shall not count towards the hour limitations of any other rate schedule for curtailment.

3. Interruptible service under this rate may be refused if the Company believes the load to be billed under this rider is the customer's normal on-peak billing demand. The Company will notify the customer of the Company's refusal to provide service under this rider and the Company will inform the customer of the customer's right to ask for a commission review of the Company's refusal of service.

4. Customers with their own generators are not eligible for this rider.

(Continued to Sheet No. D-71.00)

EXPERIMENTAL SHORT TERM PRODUCTIVITY RIDER – STPR
(Continued from Sheet No. D-70.00)

CONDITIONS OF DELIVERY (Cont.)

5. The demand and energy applicable to the designated excess periods will be excluded from the curtailable credit in the Cp 3 rate schedule. Other than during the excess periods, all conditions of delivery concerning curtailment for the Cp 3 rate schedule shall be applicable.

6. Customers will sign individual customer contracts for one year. A customer may discontinue service under this rider after providing one month notice and payment of $200.00. Such customer may not obtain service under this rider or successor rider for one year after termination.

7. The Company reserves the right to close this experimental rider to new customers at any time and to terminate or modify the rider with the approval of the Michigan Public Service Commission.

8. Except as noted above, all Conditions of Delivery and rate changes of the respective rate schedule under which a customer is served shall be applicable.

EXPERIMENTAL DOLLARS FOR POWER RIDER – DFP

AVAILABILITY

Available under special contract to customers taking service under rate schedules Cp 1 or Cg 3 and who are not served under any of the non-firm rate schedules (curtailable, interruptible or any other non-firm options that may be added at a future date) who agree on a voluntary basis, to reduce a nominated amount (50 kW minimum) at each separately metered delivery point.

RATE

Energy Credit is based on the one price the customer selects for its loads reduced during each load reduction period.

Available Energy Credit Prices: $0.40 $0.80 $1.25 $/kWh

kWh Reduction:

The kWh reduction will be determined by subtracting the actual energy measured during each load reduction period from the energy derived from the Adjusted Reference Load Shape during the same period. The average reduction during the period must be greater than or equal to 25 kW for the customer to receive a credit for the reduction.

DEFINITIONS

Primary Days are the five weekdays with the highest cumulative temperature-humidity index, as defined by weather recorded by the National Weather Service at Mitchell Field in Milwaukee, during the past two summer seasons, excluding those days designated as legal holidays under the Company's time of use rate schedules and days when the customer participated in any of the Company's voluntary load reduction program.

Substitute Days are the ten weekdays with the sixth to fifteenth highest cumulative temperature-humidity index, as defined by weather recorded by the National Weather Service at Mitchell Field in Milwaukee, during the past two summer seasons, excluding those days designated as legal holidays under the Company's time-of-use rate schedules and days when the customer participated in any of the Company's voluntary load reduction programs.

Reference Load Shape will be calculated from the average of each customer's 15-minute interval loads on the five Primary Days. Any Primary Days when the customer has missing interval data or the customer account was not active will be excluded from the calculation of the average, and days from the Substitute Days list will be used. After the initial calculation of the Reference Load Shape, the on-peak energy from each day used in calculating the average will be compared to the average on-peak energy, and any day with on-peak energy less than 80% of the average will be excluded, and days from the Substitute Days list will be used if available and the average will be recalculated. This process will repeat until all five days used in the calculation of the Reference Load Shape have on-peak energy of at least 80% of the average or there are fewer than five days available for the calculation.

Alternate Reference Load Shape is if there are fewer than five days available for the calculation of the Reference Load Shape, an Alternate Reference Load Shape will be used. The Alternate Reference Load Shape will be defined as the weekday in the current season with the highest cumulative temperature-humidity index as defined by weather recorded by the National Weather Service at Mitchell Field in Milwaukee prior to each day the customer is requested to reduce load under terms of this program (excluding those days designated as legal holidays under the Company's time of use rate schedules and also excluding those days the customer participated in any of the Company's voluntary load reduction programs).

Adjusted Reference Load Shape is when the Reference Load Shape or, if applicable, the Alternate Reference Load Shape, will be adjusted by the ratio of energy in the two hours prior to notification of a requested reduction to the energy derived from the Reference Load Shape or Alternate Reference Load Shape during the same two-hour time period.

(Continued to Sheet No. D-73.00)

EXPERIMENTAL DOLLARS FOR POWER RIDER – DFP
(Continued from Sheet No. D-72.00)

CONDITIONS OF DELIVERY

1. The customer will receive an Energy Credit only if the customer's load reduction is in response to a Company request for such load reduction. The Company may invoke a load reduction period at its sole discretion for either economic reasons or capacity constraint limitations on its systems or neighboring systems. The Company will determine which customers to call for a load reduction based on the Energy Credit Price selected by the customer. The Company is not obligated to call on all its participating customers for load reductions for any given load reduction period.

2. Access to service under this rider may be refused if the Company believes the nominated load to be reduced will not provide adequate load reduction when in the future the Company requests reduction. The Company will notify the customer of the Company's refusal to provide service under this rider and the Company will inform the customer of their right to ask for a Commission review of the Company's refusal of service.

3. The customer shall, at its expense, install and operate all additional apparatus and materials necessary for the notification and/or measurement of the reduction of load.

4. The customer will sign an individual customer contract to take service under this rider. The customer may elect a different Energy Credit Price once per billing period by providing the Company written notice a minimum of 5 days prior to the beginning of the customer's next billing period. The Energy Credit Price change will take effect for the customer's next billing period.

5. Prior to initiation of a load reduction period, the Company will notify the customer of the starting and ending times of each load reduction period.

6. Except as noted above, all conditions of delivery of the respective rate schedules under which the customer is serviced shall be applicable.

7. The customer will take service under this rider beginning on the next billing period that follows the latter of the execution of the contract or the installation of all apparatus and materials necessary for the notification and/or measurement of load.

EXPERIMENTAL POWER MARKET INCENTIVES - PMI

AVAILABILITY

Available under special contract to customers taking service under rate schedule Cp 1 and who are not served under any of the non-firm rate schedules (curtailable, interruptible or any other non-firm option that may be added at a future date) who have 500 kW or greater of firm base load demand that they may be able to curtail.

RATE – ENERGY CREDIT

The Company will offer a price per kWh based on the market price of energy in the region available to the Company for the purchase or sale for each hour of the curtailment period. The Company will provide either day ahead notice or same day notice.

The price that will be paid is the quoted price.

kWh Reduction:

The kWh reduction will be determined by subtracting the actual energy measured during each load reduction period from the energy derived from the Adjusted Reference Load Shape during the same period.

DEFINITIONS

Reference Load Shape is where the customer has not entered into a customer specific reference load shape by special contract, the reference load shape will be derived from the customer's load shape on the same day of the week, one week prior, to the day a load reduction is requested. The following exclusions to the selection of the reference load shape will apply:

1. The day of the reference load shape cannot be a designated legal holiday under the Company's time-of-use rate schedules;
2. The day of the reference load shape cannot be a day in which he customer was requested to reduce load under terms of any of the Company's voluntary load reduction rate schedules or the Company's curtailable or interruptible rate schedules;
3. There cannot be any missing interval data for the account on the day of the reference load shape. If any of these exclusions apply, the reference load shape will be derived from the customer's load shape on the same day of the week, two weeks prior to the day a load reduction is requested. This process will continue until no exclusions apply.

Adjusted Reference Load Shape is when the Reference Load Shape will be adjusted by the ratio of energy in the two hours prior to notification of a requested reduction to the energy derived from the Reference Load Shape during the same two-hour time period.

CONDITIONS OF DELIVERY

1. Day Ahead Notice: The Company will make best efforts to electronically notify customers of its day ahead price, the amount of load it is seeking at that price, and the period of time it is seeking such load reductions, by noon of the day preceding the curtailment day. The customer must confirm electronically within one hour the specified amount of load they will curtail for the entire curtailment period. The Company will accept customer confirmations up to the designated amount of load the Company requested based on the order the customer confirmations are received. The Company will electronically notify, within one hour, those customers whose confirmations have been accepted and who are then expected to curtail. Subject to condition 3, upon such notification, the Company shall be responsible to pay the customer for the agreed-to load reduction.

(Continued to Sheet No. D-75.00)

EXPERIMENTAL POWER MARKET INCENTIVES - PMI
(Continued from Sheet D-74.00)

CONDITIONS OF DELIVERY (Cont.)

2. Same Day Notice: The Company will make its best efforts to electronically notify customers of its same day price, the amount of load it is seeking at that price, and the period of time it is seeking such load reductions. A customer must confirm within 10 minutes the specified amount of load they will curtail for the entire curtailment period. The Company will accept customer confirmations up to the designated amount of load the Company requested based on the order the customer confirmations are received. The Company will electronically notify, within 10 minutes, those customers whose confirmations have been accepted and who are then expected to curtail. Subject to condition 3, upon such notification, the Company shall be responsible to pay the customer for the agreed-to load reduction. The curtailment period could start in as little as 20 minutes after the ending of the customer's 10 minute confirmation period.

3. If the customer fails to curtail as agreed upon for any portion of the curtailment period, the customer will be paid for that portion of their load that they did shed, and will pay to the Company the Company's replacement costs for that portion of the load that they agreed to shed but did not shed. Replacement costs are equal to the reasonable cost to the Company for replacement energy, transmission and any additional costs to the Company, minus the price the Company had agreed to pay the customer for its curtailment.

4. It will be at the Company's discretion to seek load reductions from customers enrolled in this tariff. The Company will make a good faith effort to utilize this tariff.

5. The customer will receive an Energy Credit only if the customer's load reduction is in response to a Company request for such load reduction and the Company has previously accepted the customer's confirmation of such load reduction.

6. Service under this rider may be refused if the Company believes the nominated load to be reduced will not provide adequate load reduction when in the future the Company requests reduction. The Company will notify the customer of the Company's refusal to provide service under this rider and the Company will inform the customer of their right to ask for a Commission review of the Company's refusal of service.

7. The customer shall, at its expense, install and operate all additional apparatus and materials necessary for the notification and/or measurement of the reduction of load.

8. The customer will sign an individual customer contract to take service under this rider for one calendar year.

9. The Company will notify the customer of the starting and ending times of each load reduction period.

10. Except as noted above, all conditions of delivery of the customer rates schedules under which they are served are applicable.

11. The customer will take service under this rider beginning on the next billing period that follows the later of the execution of the contract or the installation of all apparatus and materials necessary for the notification and/or measurement of load.

12. There is no limit as to the length of an offered curtailment period.

13. Customers participating in the Company's Dollars for Power tariff may not participate under this rider.

(Continued to Sheet No. D-76.00)

EXPERIMENTAL POWER MARKET INCENTIVES - PMI
(Continued from Sheet D-75.00)

CONDITIONS OF DELIVERY (Cont.)

14. The Company anticipates it may expand this tariff in the future to include customers having 500 kW of firm load through aggregation with other customers, and may allow customers to offer varying amount of load reduction at different energy prices.

15. The customer shall treat the price per kWh offered by the Company as confidential information and not release such information for a period of 12 months.

ENERGY INFORMATION OPTIONS – RATE EI

AVAILABILITY

Available under special contract to customers currently served under rate schedules Cp1, Cp4, Cg1, Cg2, Cg3 and Cg5, to provide dial-in access via a secure web site to the customer's available 15 minute interval data from Company owned billing meter(s). Customers taking service under one of the Company's nonfirm rate schedules are provided dial-in access to their available interval data from Company owned billing meter(s) at no charge to assist them in complying with the requirements of their non-firm rate schedule.

RATE

Option A:

Dial-in access to customer's available interval data from a Company owned billing meter(s) for customers served on the Cp-1 or Cp-4 rate schedules $17 per month, per billing meter.

Option B:

Dial-in access to customer's available interval data from a Company owned billing meter(s) for customers served on the Cg1, Cg2, Cg3 and Cg5 rate schedules one time fee of $1,045 for equipment/infrastructure plus $18 per month, per billing meter.

GENERAL CONDITIONS

1. Customers will sign individual contracts for one year. The contract will contain a provision which, absent notice, will automatically extend the contract for one year from each anniversary date.

2. The customer understands that the data provided via dial-in access is not billing quality and as such the Company will not accept information gathered via dial-in access as the basis for any dispute regarding a customer's electric bill.

3. All Conditions of Delivery and rates of the respective rate schedule under which the customer is served shall be applicable.

4. The Company does not guarantee the data supplied and is not responsible for any suspensions, deficiencies, imperfections, or loss of data through this service.

5. The Company shall not waive any properly applied charges under the rate schedule the customer is served on due to any suspensions, deficiencies, imperfections, or loss of data through this service.

6. Customers are required to have access to the internet with Microsoft Internet Explorer 4.0 or higher with ActiveX, Secure Sockets Layer (SSL) and cookies enabled. Future requirements may change due to changes in technology and/or product upgrades. The customer is responsible for obtaining and paying for such access.

7. The Company may suspend this internet service without notice due to maintenance and product upgrades.

8. The Company reserves the right to close this experimental option to new customers at any time and to terminate or modify this option with the approval of the Michigan Public Service Commission.

PULSE SIGNAL DEVICE OPTION – RATE PS1

AVAILABILITY

This option is available to customers served under one of the Company's general secondary or general primary rate schedules with electric services greater than 320 amps (services utilizing current transformers). The fees below will be assessed on a one time basis each time a device is installed.

RATE

Fees for Standard Installations

Customers currently served under a general primary rate schedule

kWh pulse relay device	$200 (each)
kVARh pulse relay device	$200 (each)
Time pulse relay device	$100 (each)
Installation/administrative charge	$300 (each installation visit)

Customers currently served under a general secondary rate schedule where meter does not have cell phone telemetry

Meter with kWh pulse output and relay device	$200 (This includes installation/administrative charge)

Customers currently served under a general secondary rate schedule where meter has cell phone telemetry

Meter with kWh pulse output and relay device	$200 (This includes installation/administrative charge)

Fees for NON-Standard Installations

Nonstandard devices and service installations will be provided on a time and materials fee basis.

GENERAL CONDITIONS

1. The Company will provide and install the necessary pulse metering equipment.

2. The Customer shall provide, install and maintain all wiring and equipment necessary to connect their devices to the Company pulse equipment and to provide additional secure mounting space for Company pulse equipment.

3. The Customer will not pay for any service calls on the pulse signal device and pulse generator device in the meter for the first 180 days following the initial installation. Following that time period, the customer shall pay for all service calls on the pulse signal device and pulse generator device in the meter on a time and materials basis. The Company will make a best effort to provide prompt service calls but cannot guarantee response times.

4. The Company may suspend pulse service, without notice, while performing required or routine maintenance on our measurement facilities.

5. The Company does not guarantee pulse data and is not responsible for any suspensions, deficiencies, imperfections, or loss of pulse signal service data.

6. The Company does not monitor pulse output equipment. It is the customer's responsibility to notify the Company of any problems with pulse output equipment.

7. The pulse signal device data is not of billing quality and as such the Company will not accept information gathered using the pulse as the basis for any dispute regarding a customer's electric bill.

8. The Company reserves the right to modify the standard installation or refuse installation in situations that will require extraordinary construction.

TRANSMISSION SUBSTATION SERVICE – METERED - TssM

AVAILABILITY

To customers contracting for secondary transmission substation electrical service for one year or more. This transmission substation service is sometimes referred to as Auxiliary Power.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

RATE

Power Supply Charges:

The General Secondary Rate Schedule Cg1 charges shall apply.

Delivery Charges:

The General Secondary Rate Schedule Cg1 facilities charges shall apply.

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM CHARGE

For regular service the monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, and the Excess Meter Charge, if applicable. For auxiliary service the monthly minimum charge shall be as provided in conditions of delivery. See paragraph 6, Conditions of Delivery, Sheet D-22.00.

LATE PAYMENT CHARGE: A 1.5% per month late charge will be applied to outstanding charges past due.

RETAIL ACCESS OPTION

Customers who meet the availability requirements of the TssM rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Capacity Power Supply Charge in Rate Schedule Cg1, not subject to Power Supply surcharges and credits, if their Alternative Electric Supplier has not secured generation capacity for the customer. There is a $2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

CONDITIONS OF DELIVERY

See Sheet No. D-22.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

TRANSMISSION SUBSTATION SERVICE – UNMETERED - TssU

AVAILABILITY

To customers contracting for secondary transmission substation electrical service for one year or more. This transmission substation service is sometimes referred to as Auxiliary Power.

Availability of service under this tariff is further limited to customers where metered service is not readily available and cannot be practically or economically metered at each individual service location, as determined by the Company based on current metering specifications.

(See Conditions of Delivery section of this tariff for more detail on metering requirements.)

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

RATE

Power Supply Charges:

The General Secondary Rate Schedule Cg1 charges shall apply.

Delivery Charges: These charges are applicable to Full Requirements and Retail Access service.

Facilities Charge: per day per standard meter or service connection
$0.12000

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01.***

MINIMUM CHARGE

For regular service the monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, and the Excess Meter Charge, if applicable. For auxiliary service the monthly minimum charge shall be as provided in conditions of delivery, paragraph 6, Sheet D-22.00.

LATE PAYMENT CHARGE: A 1.5% per month late charge will be applied to outstanding charges past due.

RETAIL ACCESS OPTION

Customers who meet the availability requirements of the TssU rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Capacity Power Supply Charge in Rate Schedule Cg1, not subject to Power Supply surcharges and credits, if their Alternative Electric Supplier has not secured generation capacity for the customer. There is a $2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

CONDITIONS OF DELIVERY

1. The availability of this rate schedule is limited to transmission substation electric service.

2. Service under this rate schedule will be subject to terms and conditions outlined in a separately executed Service Agreement signed by a representative of both the customer and Company. This Service Agreement will specify, at a minimum, the maximum hourly energy consumption of the substation equipment, per manufacturer's specifications and subject to confirmation by testing performed by Company personnel and any other customer-specific terms and conditions that are not otherwise specified in this tariff. If the customer is an affiliated interest of the Company, as defined in Wis. Stat. §196.52, the Service Agreement is hereby deemed approved as an affiliated interest agreement.

(Continued on Sheet No. D-81.00)

TRANSMISSION SUBSTATION SERVICE – UNMETERED - TssU
(Continued from Sheet No. D-80.00)

CONDITIONS OF DELIVERY (Cont.)

2. (cont.) If new equipment is introduced, as reported by the customer pursuant to Conditions of Delivery 6, below, the maximum load draw will be determined, per manufacturer's specifications, subject to confirmation by testing performed by Company personnel, at their sole discretion, and incorporated into the billing calculations.

3. The transmission substation equipment shall operate in such a manner so as not to unduly affect the Company's voltage waveform or reliability of service to other customers.

4. The customer shall permit Company employees to inspect and test its equipment at any reasonable time for the purpose of ensuring its continued safe operation and the non-interference of the equipment with the reliability of service to other customers of the Company. Such inspections shall not relieve the customer from its obligation to maintain the facilities in satisfactory operating condition.

5. The customer shall permit the Company, at any time as it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees as a result of the operation of the customer's equipment. The customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.

6. The customer shall notify the Company on an annual basis of any additions, subtractions or modifications of equipment served under this rate schedule by the customer per the rules of the Service Agreement between the customer and the Company. If manufacturer's specifications and/or testing of new equipment by Company personnel indicate an increase in the estimated annual energy usage, energy charges will be pro-rated to reflect this change as of the date that such equipment became operational.

   The customer's failure to notify the Company of such change in equipment within 30 days of the change may result in back-billing at the new estimated annual energy usage for up to two years and/or cancellation of service under this rate, at the sole discretion of the Company.

7. All customer equipment shall be made available to the Company for testing at least 30 days prior to being energized. If equipment being installed is of the same brand and model number as devices already tested by Company personnel for purposes of verifying maximum hourly energy consumption and meets all other requirements of service under this rate schedule, this requirement shall be waived.

8. The Company assumes no liability for damage to customer-owned or leased equipment served under this rate schedule, except for damages expressly caused by the negligence of the Company.

9. Each of the parties shall indemnify and hold the other harmless against any and all liability for injuries or damages to persons or property caused, without the negligence of such other party, by the operation and maintenance by such parties of their respective equipment, lines and other facilities.

10. Energy furnished under this rate shall not be used for purposes other than those specified in this tariff and shall not be resold.

All other conditions of delivery for TssM service apply, as described on Sheet No. D-79.00. Any apparent contradiction between the terms of this TssU rate schedule and the Conditions of Delivery for TssM service will be governed by the TssU rate schedule terms and conditions.

COMPANY RULES AND REGULATIONS

Reserved for Future Use

SECTION D – WPSC RATE ZONE
RATE SCHEDULES

D1. POWER SUPPLY COST RECOVERY PSCRM

1. PSCR FACTORS

All rates for metered electric Power Supply service shall include an amount up to the Power Supply Cost Recovery Factor (the PSCR Factor) for the specified billing period as set forth below. The PSCR Factor for the period covered shall consist of an increase or decrease of .010276 mills per kwh for each full .01 mill per kwh increase or decrease in power supply costs above or below a base cost of 39.43 mills per kwh rounded to the nearest .01 mills per kwh. The projected power supply and transmission service costs per kwh shall equal the total projected net power costs in that month divided by that month's net system kwh requirements. MPSC Order dated April 23, 2015 in Case No. U-17669 established the PSCR base and loss factor effective for service on and after the beginning of the first business month following April 23, 2015, on a bill rendered basis.

An amount not exceeding the PSCR Factor for each month shall be placed into effect in the first billing cycle of that monthly billing period and shall continue in effect until the first billing cycle of a subsequent month for which a subsequent PSCR Factor becomes operative. This procedure shall apply to the following rate schedules:

Class of Service	Schedule No.
Residential	Rg-1M, RG-OTOUM
Commercial & Industrial	Cg-1M, Cg-3M, Cg-OTOUM, Cp-1M
Other	Mp-1M

Power Supply Cost Recovery Factors

Billing Month	2020 Plan Year PSCR Factor $/kWh	Prior Period PSCR Reconciliation Factor $/kWh	Maximum 2020 PSCR Factor $/kWh	Actual Factor Billed $/kWh
Jan 2020	$0.00040	$0.00000	$0.00040	$0.00040
Feb 2020	$0.00040	$0.00000	$0.00040	$0.00040
Mar 2020	$0.00040	$0.00000	$0.00040	($0.00440)
Apr 2020	$0.00040	$0.00000	$0.00040	($0.00440)
May 2020	$0.00040	$0.00000	$0.00040	($0.00660)
Jun 2020	$0.00040	$0.00000	$0.00040	($0.00660)
Jul 2020	$0.00040	$0.00000	$0.00040	($0.01400)
Aug 2020	$0.00040	$0.00000	$0.00040	($0.01400)
Sep 2020	$0.00040	$0.00000	$0.00040	($0.01400)
Oct 2020	$0.00040	$0.00000	$0.00040	$0.00040
Nov 2020	$0.00040	$0.00000	$0.00040	***$0.00040***
Dec 2020	$0.00040	$0.00000	$0.00040	

Parentheses indicate a credit factor.

(Continued on Sheet No. D-101.00)

D1. POWER SUPPLY COST RECOVERY **PSCRM**

(Continued from Sheet No. D-100.00)

PREVIOUS YEAR ***(2019)*** PSCR FACTORS

Prior Period

Billing Month	***2019*** Plan Year PSCR Factor $/kWh	PSCR Reconciliation Factor $/kWh	Maximum ***2019*** PSCR Factor $/kWh	Actual Factor Billed $/kWh
Jan ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00219)***
Feb ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00219)***
Mar ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00219)***
Apr ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00219)***
May ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00219)***
Jun ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00219)***
Jul ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00219)***
Aug ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00600)***
Sep ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00600)***
Oct ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00800)***
Nov ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00800)***
Dec ***2019***	***($0.00219)***	$0.00000	***($0.00219)***	***($0.00800)***

2. MONTHLY REPORTS

Not more than 45 days following the last day of each billing month in which a PSCR Factor has been applied to customers' bills, the company shall file with the commission a detailed statement for that month of the revenues recorded pursuant to the PSCR Factor and the allowance for cost of power supply included in the base rates established in the latest commission order for the company and the cost of power supply.

Should the company apply lesser factors than those above, or if the factors are later revised pursuant to commission orders or 1982 PA 304, the company will notify the commission if necessary and file a revision of the above list.

3. ANNUAL RECONCILIATION

All fuel cost and purchased and net interchanged power revenues received by the company, whether included in base rates or collected pursuant to a power supply cost recovery clause, shall be subject to annual reconciliation with the cost of fuel and purchased and net interchanged power. Such annual reconciliations shall be conducted in accordance with the reconciliation procedures described in section 6j (12) to (18) of 1939 PA 3, as amended, including the provisions for refunds, additional charges, deferral and recovery, and shall include consideration by the commission of the reasonableness and prudence of expenditures charged pursuant to any fuel and purchased power cost adjustment clause in existence during the period being reconciled. The initial power supply cost reconciliation shall cover the period commencing with the billing month of January, 1984, and ending in the billing month of December, 1984.

D2. RESIDENTIAL SERVICE – SPECIAL RULES **RgXM**

1. POWER SUPPLY COST RECOVERY CLAUSE
   See Schedule PSCR.

2. APARTMENT BUILDINGS & MULTIPLE DWELLINGS
   a. An apartment building or multiple dwelling shall be considered as one containing nine or more rooms in which single rooms, suites, or groups of rooms have individual cooking and kitchen sink accommodations: Service supplied through a single meter to an apartment building or multiple dwelling containing less than three apartments may be billed on the residential service rates on a single customer basis. Service supplied through a single meter to an apartment building or multiple dwelling containing three or more apartments shall be billed in accordance with either b. or c.
   b. Apartment buildings or multiple dwellings containing three or four apartments: The customer may have the option of being billed under either the residential service rate or the appropriate general service or commercial and industrial service rate. For the purpose of billing under the residential service rate, the initial charge, the kilowatt hour blocks, and the minimum charge shall be multiplied by the number of apartments served through one meter.
   c. Apartment buildings or multiple dwellings containing five or more apartments: The customer shall be billed under the appropriate general service or commercial and industrial service rate.
   d. If separate meters are installed for each apartment: The residential rate shall apply to each apartment.
   e. If the building contains four or less apartments: The service to the public areas and for other common usage shall be billed on the residential rate whether metered separately or combined with service to one or more apartments.
   f. If the building contains five or more apartments: Service to the public areas and for other common usage shall be billed on the appropriate commercial and industrial schedule whether metered separately or combined with service to one or more apartments.

3. COMBINED SERVICE
   A customer occupying a building or apartment for business and residence purposes may combine the commercial and residential service through one meter under a commercial schedule.

4. THREE PHASE SERVICE
   Three phase service shall be billed under an appropriate commercial and industrial schedule.

5. SEASONAL BILLING
   a. Service shall be billed for six months. Billing cycles for the business months of May through October shall apply for facilities normally utilized during summer months and November through April for facilities normally utilized during winter months. Customers in billing groups 1 through 4 during the May 1986, business month shall pay one-half the seasonal customer charge.
   b. Service may remain connected during the off-season, and incidental use during such period will be included with the first billing of the following season, but if substantial use is recorded in any off-season month, such use may be billed on a monthly basis with no customer or minimum charges.

6. SPACE HEATING
   a. Only company-approved space heating equipment is permitted under these schedules.
   b. Permanently-installed electric space heating equipment (except 120 volt units individually rated at 1,650 watts or less) shall be designed to operate at a voltage in excess of 200 volts.
   c. Electric space heating equipment in each room or zone shall be controlled by one or more thermostats located within the room or zone, but not more than 6,000 watts shall be controlled by one thermostat.
   d. Electric heating systems shall be of a type and application approved by the company, and the installation shall comply with the electric service rules of the company.

(Continued on Sheet No. D-103.00)

D2. RESIDENTIAL SERVICE – SPECIAL RULES **RgXM**

(Continued from Sheet No. D-102.00)

7. WATER HEATING
   a. The water heater shall be equipped with a thermostatically operated noninductive heating element(s) with a rating of not more than 5,500 watts designed to operate at a voltage in excess of 200 volts (except 120 volt units individually rated at 1,650 watts or less).
   b. A dual element water heater with a total wattage (top plus bottom element wattage) exceeding 5,500 watts shall have the elements so connected or interlocked that not more than one element is operable at any one time.
   c. The water heating requirements for any one premise may be supplied from more than one water heater provided that each meets the above specifications.

D2. RESIDENTIAL SERVICE **Rg-1M**

AVAILABILITY

This schedule is available for single-phase service to residential customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

Fixed Charge

Daily	Monthly	
$0.3945	$12.00	Year-Round Customers
$0.7890	$24.00	Seasonal Customers

Energy Charge

All kWh: $0.03433/kWh

Power Supply Service (Optional)

Energy Charge	Capacity	Non-Capacity	Total
All kWh:	$0.03040	$0.04804	$0.07844/kWh

MINIMUM CHARGE

The monthly minimum charge is the fixed charge.

POWER SUPPLY COST RECOVERY CLAUSE	See Schedule PSCR, starting on Sheet D-100.00.
APARTMENT BUILDINGS & MULTIPLE DWELLINGS	See Schedule RgX starting on Sheet D-102.00.
COMBINED SERVICE	See Schedule RgX starting on Sheet D-102.00.
THREE PHASE SERVICE	See Schedule RgX starting on Sheet D-102.00.
SEASONAL BILLING	See Schedule RgX starting on Sheet D-102.00.
SPACE HEATING	See Schedule RgX starting on Sheet D-102.00.
WATER HEATING	See Schedule RgX starting on Sheet D-103.00.
PARALLEL GENERATION	See Schedule PG starting on Sheet D-137.00.
ENERGY WASTE REDUCTION	See Schedule EWR starting on Sheet D-156.00.
RATE REALIGNMENT ADJUSTMENT	See Schedule RRA starting on Sheet D-157.00.
TAX CUTS AND JOBS ACT OF 2017	***See Schedule TCJA starting on Sheet D-158.00.***

D2. RESIDENTIAL SERVICE – OPTIONAL TIME-OF-USE RG-OTOU-1M

AVAILABILITY

This schedule is available upon written request for single phase service to residential customers on a voluntary basis for a minimum period of one year. This schedule is available to customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, ***unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule***. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

Fixed Charge

Daily	Monthly	
$0.3945	$12.00	Year-round customers
$0.7890	$24.00	Seasonal customers

Energy Charge

On-Peak: All kWh at $0.05704/kWh
Off-Peak: All kWh at $0.01426/kWh

Power Supply Service (Optional)

Energy Charge	***Capacity***	***Non-Capacity***	***Total***
On-Peak: All kWh at	***$0.09667***	***$0.09246***	$0.18913/kWh
Off-Peak: All kWh at			$0.04728/kWh

PRICING PERIOD DEFINITIONS

On-Peak Periods

The following periods on Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays:

1. Summer (Calendar Months of May - September)
   Option 1: 9:00 AM to 7:00 PM
   Option 2: 10:00 AM to 8:00 PM
2. Winter (Calendar Months of October - April)
   Option 1: 8:00 AM to 12:00 noon and 4:00 PM to 9:00 PM
   Option 2: 9:00 AM to 12:00 noon and 4:00 PM to 10:00 PM

Customer must choose the same option number during both the winter and summer periods.

Off-Peak Periods

All hours not included as on-peak hours above.

HOLIDAYS

The days of the year which are considered holidays are New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday After Thanksgiving, Day Before Christmas, Christmas Day, and Day Before New Year's Day.

MINIMUM CHARGE

The monthly minimum charge is the fixed charge.

(Continued on Sheet No. D-106.00)

D2. RESIDENTIAL SERVICE – OPTIONAL TIME-OF-USE RG-OTOU-1M

(Continued from Sheet No. D-105.00)

SPECIAL TERMS AND PROVISIONS

1. This rate schedule will apply for a minimum of one year from the date consumption under this tariff is initiated.

2. A customer must remain on a selected pricing period option for a minimum period of one year from the date consumption under this tariff is initiated or from the date a pricing period option change becomes effective.

3. Any customer choosing to be served on this rate schedule thereby waives all rights to any billing adjustments arising from a claim that the bill for the customer's service would be cheaper on any alternative rate schedule for any period of time.

4. The meter must be located outside or in a location that is readily accessible by Company personnel during normal working hours.

POWER SUPPLY COST RECOVERY CLAUSE	See Schedule PSCR, starting on Sheet D-100.00.
APARTMENT BUILDINGS & MULTIPLE DWELLINGS	See Schedule RgX starting on Sheet D-102.00.
COMBINED SERVICE	See Schedule RgX starting on Sheet D-102.00.
SEASONAL BILLING	See Schedule RgX starting on Sheet D-102.00.
SPACE HEATING	See Schedule RgX starting on Sheet D-102.00.
WATER HEATING	See Schedule RgX starting on Sheet D-103.00.
PARALLEL GENERATION	See Schedule PG starting on Sheet D-137.00.
ENERGY WASTE REDUCTION	See Schedule EWR starting on Sheet D-156.00.
RATE REALIGNMENT ADJUSTMENT	See Schedule RRA starting on Sheet D-157.00.
TAX CUTS AND JOBS ACT OF 2017	***See Schedule TCJA starting on Sheet D-158.00.***

D2. RESIDENTIAL SERVICE – DIRECT CONTROL RIDER Rg-DCM

EFFECTIVE IN: All territory served when there is adequate signal strength for implementing load control.

AVAILABILITY

This service is available to residential customers with central air conditioners and/or electric water heaters. The above appliances may be electrically cycled or disconnected by the company in accordance with the rules of this rider.

Availability may be denied where in the judgment of the company installation of load control equipment is impractical.

Availability is subject to the ability of the company to obtain and install the required load control equipment.

Availability will normally be denied for the control of electric water heaters where a separate controller is required for the water heater and the company or another utility supplies natural gas service to the customer.

A customer shall not simultaneously be receiving credits for water heater control under this rider and taking service under Controlled service for water heaters under Rg-OTOU-1M Optional Time-of-Use.

Customers taking Power Supply Service under rate schedule RAST are not eligible for this service.

MONTHLY RATE

In addition to receiving the billing credits for direct load control stated below, customers are responsible for all applicable charges and clauses of the appropriate residential service rate schedule.

MONTHLY CREDIT - AIR CONDITIONERS (AC) AND WATER HEATERS (WH)

Control Option	Control Type	
1	AC Cycling	$0.00/Mo.*
2	AC 100% Load Shed/Cycling	$8.00/Mo.*
3	WH 100% Load Shed/Cycling	$3.00/Mo.

*Credit only during calendar months of June, July, August and September.

SEASONAL BILLING

Air Conditioners

Winter seasonal customers billed for November through April shall not be eligible for monthly credits for the direct control of central air conditioners.

Water Heating

The monthly credit for seasonal water heating customers shall only be applied in those months when a customer charge is billed under the rate schedule under which the customer receives service. This would normally be the six month seasonal billing period.

CONTROL OPTIONS: The customer shall select at least one of the following control options:

Option 1 - Air Conditioner Cycling: The central air conditioner may be electrically cycled from 5 to 20 minutes "off" out of every 30 minutes for normally no more than 100 "off" hours per calendar year. The degree of cycling will depend on the situation.

Option 2 - Air Conditioner 100% Load Shed: The central air conditioner may be electrically disconnected for a maximum of 8 hours per day at the Company's sole discretion. The central air conditioner will normally be electrically disconnected for no more than 50 hours per calendar year.

(Continued on Sheet No. D-108.00)

D2. RESIDENTIAL SERVICE – DIRECT CONTROL RIDER **Rg-DCM**

(Continued from Sheet No. D-107.00)

CONTROL OPTIONS (Cont.):

Option 3 - Water Heater 100% Load Shed: The water heater may be electrically disconnected for a maximum of 8 hours per day at the Company's sole discretion. The water heater will normally be electrically disconnected for no more than 100 hours per calendar year.

TESTING

Equipment may be electrically disconnected for a maximum of one hour per day.

DEFINITIONS

Load Shedding - Complete interruption of designated load for the duration of the interruption.

Cycling - 50% interruption, in alternating on/off cycles, of designated load for the duration of the interruption.

Normal service interruptions are not included in the determination of the above hours of control in a calendar year.

TERMS AND CONDITIONS

1. If a customer decides to terminate control or change to another control option, the company will endeavor to implement the change as soon as practical.

2. Prior to the installation of load control devices, the company may inspect the customer's electrical equipment to insure good repair and working condition, but the company shall not be responsible for the repair or maintenance of the electrical equipment.

3. The company will install, own, and maintain the load management devices controlling the customer's air conditioner and/or water heater. The customer must allow the company reasonable access to install, maintain, inspect, test and remove load control devices. Inability of the company to gain access to the load management device to perform any of the above activities for a period exceeding 30 days may, at the company's option, result in discontinuance of monthly billing credits under this rate schedule until such time as the company is able to gain the required access.

SPECIAL RULES

Air Conditioners

1. Multiple central air conditioning units serving the same residence must all be installed with load control devices to qualify for service under this rate schedule.
2. The load control device will control the air conditioning compressor. The furnace air circulating fan will not be controlled.

Water Heaters

1. Multiple water heating units serving the same residence must all be installed with load control devices to qualify for service under this rate schedule.
2. The electrical circuit to the water heater shall be limited to no more than 30 amps.

D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE – RULES CgXM

1. POWER SUPPLY COST RECOVERY CLAUSE
   See Schedule PSCR.

2. PRIMARY DISCOUNT PROVISION
   For customers with a recorded demand of 100 or more Kw for any three consecutive months within each 12-month period and where the customer's entire requirements are taken and metered at one point, the monthly bill for service will be subject to the following discounts:
   a. For Metering of Service
      1) Under 6,000 volts - None.*
      2) 6,000 volts to 15,000 volts, inclusive - 1.00%.*
      3) Over 15,000 volts - 1.75%.

   b. For Delivery of Service
      1) Under 6,000 volts - None.*
      2) 6,000 volts to 15,000 volts, inclusive - $.20/Kw of recorded demand.*
      3) Over 15,000 Volts - $.40/Kw of recorded demand.

   * Customers receiving discounts and service between 2,000 and 6,000 volts at one or more locations as of 1-1-73, shall receive the 1.00% discount for primary metering and/or the $.20/Kw discount for delivery of service at primary voltages at those locations.

   The customer shall provide a support for the company to terminate the primary conductors and install other required equipment. Customer-owned substation equipment shall be operated and maintained by the customer. The support and substation equipment is subject to the company's inspection and approval.

   The above listed voltages are phase-to-ground for wye-connected company systems and phase-to-phase for delta-connected company systems.

3. SHORT TERM AND TEMPORARY SERVICE
   Short term and temporary service is available to customers requiring service for less than annual periods.
   a. 1) For holiday/decorative lighting see Ls-1M.
      2) For special events see RIIIM, Temporary Service.
      3) For construction see RIIIM, Temporary Service.

   b. Standard proration rules shall apply to the initial and final billing periods.

   c. At the expiration of any month, the customer may cancel his contract for service under these provisions and may contract for one year or more under the standard rate applicable to this service.

4. ANNUAL MINIMUM CHARGE
   An annual minimum charge equal to 12% of the investment in facilities used exclusively to serve the customer shall be required.

5. SEASONAL BILLING
   a. Service shall be billed for six months. Billing cycles for the business months of May through October shall apply for facilities normally utilized during summer months and November through April for facilities normally utilized during winter months. Customers in billing groups 1 through 4 during the May 1986, business month shall pay one-half the seasonal customer charge.

   b. Service may remain connected during the off season, and incidental use during such period will be included with the first billing of the following season; but if substantial use is recorded in any off-season month, such use may be billed on a monthly basis with no customer or minimum charges.

(Continued on Sheet No. D-110.00)

D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE – RULES CgXM

(Continued from Sheet No. D-109.00)

6. SPACE HEATING
   a. Only company-approved space heating equipment is permitted under these schedules.

   b. Permanently installed electric space heating equipment (except 120 volt units individually rated at 1,650 watts or less) shall be designed to operate at a voltage in excess of 200 volts.

   c. Electric space heating equipment in each room or zone shall be controlled by one or more thermostats located within the room or zone.

      Unless written authorization is received from the company, each thermostat shall not control more than 6,000 watts.

   d. Electric heating systems shall be of a type and application approved by the company, and the installation shall comply with the electric service rules of the company.

7. WATER HEATING
   a. Unless written exception is received from the company, the water heater shall be equipped with a thermostatically operated noninductive heating element(s) with a rating of not more than 5,500 watts designed to operate at a voltage in excess of 200 volts (except 120 volt units individually rated at 1,650 watts or less.)

   b. A dual element water heater with a total wattage (top plus bottom element wattage) exceeding 5,500 watts shall have the elements so connected or interlocked that not more than one element is operable at any one time.

   c. The water heating requirements for any one premise may be supplied from more than one water heater provided that each meets the above specifications.

8. STANDBY SERVICE

   Where service is made available to loads which can be served by a source of power other than the company's (excluding emergency standby maintained in the event of failure of company's supply), billing shall be at the above rate, but the monthly minimum demand charge for standby service shall be not less than $1.50 per Kw of contracted demand (subject to primary discounts).

   If the highest demand in any month exceeds the contract demand, the minimum demand charge shall thereafter be based on the highest actual demand. The company may install suitable devices to limit the actual demand to the contract demand and may limit size of standby load to be served under this rate to the available system capacity at the customer's location.

D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE Cg-1M

AVAILABILITY

This schedule is available to small commercial and industrial customers where neither of the following have been exceeded for three consecutive months and also exceeded for at least one month in each succeeding rolling 12-month period:

1. Total demand of 100 kW; or.
2. Total monthly energy consumption of 12,500 kWh.

Customers taking service on the Cg-1M rate as of the effective date of the Commission Order in Case No. U-13688, that qualify for CP-1M by exceeding 100 KW of demand or 25,000 kwh for three consecutive months prior to September 1, 2004, have the option to remain on the applicable energy only rate. These customers will be subject to the following customer charges:$255.00/month or $8.3836/day for year-round customer charge or a $510/month or $16.7671/day seasonal customer charge.

This schedule is available to customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, ***unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule***. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

Fixed Charge

Daily	Monthly	
$0.8219	$25.00	Year-Round Customers
$1.6438	$50.00	Seasonal Customers

Energy Charge

All kWh: $0.02000/kWh

Power Supply Service (Optional)

Energy Charge	***Capacity***	***Non-Capacity***	***Total***
All kWh:	***$0.02583***	***$0.07047***	$0.09630/kWh

For new customers the company may, at its discretion, waive the three month qualification period when, in the company's judgment, the customer would obviously meet the qualification criteria. Within 12 months, the company shall inform the customer in writing that failure of the customer to meet the qualification criteria after a waiver is granted will result in:

1. The customer being immediately placed on the appropriate rate schedule, and
2. Backbilling to reflect the appropriate rate schedule from the date the waiver was originally effective.

MINIMUM CHARGE

For the regular rate, the minimum charge is the fixed charge plus the energy waste reduction charge.

POWER SUPPLY COST RECOVERY CLAUSE	See Schedule PSCR starting on Sheet D-100.00
SHORT TERM SERVICE	See Schedule CgXM starting on Sheet D-109.00
ANNUAL MINIMUM CHARGE	See Schedule CgXM starting on Sheet D-109.00
SEASONAL BILLING	See Schedule CgXM starting on Sheet D-109.00
SPACE HEATING	See Schedule CgXM starting on Sheet D-110.00

(Continued on Sheet No. D-112.00)

D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE **Cg-1M**

(Continued from Sheet No. D-111.00)

WATER HEATING	See Schedule CgXM starting on Sheet D-110.00
STANDBY SERVICE	See Schedule CgXM starting on Sheet D-21100.00
ENERGY WASTE REDUCTION	See Schedule EWR starting on Sheet D-156.00
RATE REALIGNMENT ADJUSTMENT	See Schedule RRA starting on Sheet D-157.00.
TAX CUTS AND JOBS ACT OF 2017	***See Schedule TCJA starting on Sheet D-158.00.***

D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE Cg-3M

AVAILABILITY

This schedule is available to small commercial and industrial customers where:

1. Total monthly energy consumption has exceeded 12,500 kWh for three consecutive months and, after qualifying at least once in succeeding rolling 12 month periods; or
2. Does not meet the availability criteria for the Cg-1M or Cp-1M rate schedules.

Customers taking service on the Cg-1M rate as of the effective date of the Commission Order in Case U-13688, that qualify for CP-1M by exceeding 100 KW of demand or 25,000 kWh for three consecutive months prior to September 1, 2004, have the option to remain on the applicable energy only rate. These customers will be subject to the following customer charges:$255.00/month or $8.3836/day for year-round customer charge or a $510/month or $16.7671/day seasonal customer charge.

This schedule is available to customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, ***unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule***. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

Fixed Charge

Daily	Monthly	
$1.3151	$40.00	Year-Round Customers
$2.6301	$80.00	Seasonal Customers

Energy Charge

All kWh: $0.01335/kWh

Power Supply Service (Optional)

Energy Charge	***Capacity***	***Non-Capacity***	***Total***
All kWh:	***$0.03210***	***$0.07063***	$0.10273/kWh

For new customers the company may, at its discretion, waive the three month qualification period when, in the company's judgment, the customer would obviously meet the qualification criteria. Within 12 months, the company shall inform the customer in writing that failure of the customer to meet the qualification criteria after a waiver is granted will result in:

1. The customer being immediately placed on the appropriate rate schedule, and
2. Backbilling to reflect the appropriate rate schedule from the date the waiver was originally effective.

MINIMUM CHARGE

The minimum charge is the fixed charge plus the energy waste reduction charge.

POWER SUPPLY COST RECOVERY CLAUSE — See Schedule PSCR starting on Sheet D-100.00

SHORT TERM SERVICE — See Schedule CgXM starting on Sheet D-109.00

ANNUAL MINIMUM CHARGE — See Schedule CgXM starting on Sheet D-109.00

SEASONAL BILLING — See Schedule CgXM starting on Sheet D-109.00

(Continued on Sheet No. D-114.00)

D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE **Cg-3M**

(Continued from Sheet No. D-113.00)

SPACE HEATING	See Schedule CgXM starting on Sheet D-110.00
WATER HEATING	See Schedule CgXM starting on Sheet D-110.00
STANDBY SERVICE	See Schedule CgXM starting on Sheet D-10.00
ENERGY WASTE REDUCTION	See Schedule EWR starting on Sheet D-156.00
RATE REALIGNMENT ADJUSTMENT	See Schedule RRA starting on Sheet D-157.00.
TAX CUTS AND JOBS ACT OF 2017	***See Schedule TCJA starting on Sheet D-158.00.***

D3. SMALL COMM & IND SERVICE – OPTIONAL TIME-OF-USE Cg-OTOU-1M

AVAILABILITY

This schedule is available upon written request on a voluntary basis for service to small commercial and industrial customers who qualify for rate Schedules Cg-1M, Cg-2M, Cg-3M, or Cg-4M. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST and not required to receive service under rate schedule PSDS.

Customers taking service on the Cg-OTOU-1M rate as of the effective date of the Commission Order in Case No. U-13688, that qualify for CP-1M by exceeding 100 KW of demand or 25,000 kwh for three consecutive months prior to September 1, 2004, have the option to remain on the applicable energy only rate. These customers will be subject to the following customer charges:$255.00/month or $8.3836/day for year-round customer charge or a $510/month or $16.7671/day seasonal customer charge.

This schedule is available to customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, ***unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule***. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

Fixed Charge

Daily	Monthly	
$0.8219	$25.00	Year-round customers
$1.6438	$50.00	Seasonal customers

Energy Charge

On-Peak: All kWh at $0.03700
Off-Peak: All kWh at $0.00925

Power Supply Service (Optional)

Energy Charge	***Capacity***	***Non-Capacity***	***Total***
On-Peak: All kWh at	***$0.09829***	***$0.11621***	$0.21450
Off-Peak: All kWh at			$0.05362

PRICING PERIOD DEFINITIONS

On-Peak Periods

The following periods on Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays:

1. Summer (Calendar Months of May - September)
   - Option 1: 9:00 AM to 7:00 PM
   - Option 2: 10:00 AM to 8:00 PM
2. Winter (Calendar Months of October - April)
   - Option 1: 8:00 AM to 12:00 noon and 4:00 PM to 9:00 PM
   - Option 2: 9:00 AM to 12:00 noon and 4:00 PM to 10:00 PM

Customer must choose the same option number during both the winter and summer periods.

Off-Peak Periods

All hours not included as on-peak hours above.

HOLIDAYS

The days of the year which are considered holidays are New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday After Thanksgiving, Day Before Christmas, Christmas Day, and Day Before New Year's Day.

(Continued on Sheet No. D-116.00)

D3. SMALL COMM & IND SERVICE – OPTIONAL TIME-OF-USE Cg-OTOU-1M

(Continued from Sheet No. D-115.00)

MINIMUM CHARGE

The monthly minimum charge is the fixed charge plus the energy waste reduction charge.

SPECIAL TERMS AND PROVISIONS

1. This rate schedule will apply for a minimum of one year from the date consumption under this tariff is initiated.

2. A customer must remain on a selected pricing period option for a minimum period of one year from the date consumption under this tariff is initiated or from the date a pricing period option change becomes effective.

3. Any customer choosing to be served on this rate schedule thereby waives all rights to any billing adjustments arising from a claim that the bill for the customer's service would be cheaper on any alternative rate schedule for any period of time.

4. The meter must be located outside or in a location that is readily accessible by Company personnel during normal working hours.

POWER SUPPLY COST RECOVERY CLAUSE	See Schedule PSCR starting on Sheet D-100.00
SHORT TERM SERVICE	See Schedule CgXM starting on Sheet D-109.00
ANNUAL MINIMUM CHARGE	See Schedule CgXM starting on Sheet D-109.00
SEASONAL BILLING	See Schedule CgXM starting on Sheet D-109.00
SPACE HEATING	See Schedule CgXM starting on Sheet D-110.00
WATER HEATING	See Schedule CgXM starting on Sheet D-110.00
STANDBY SERVICE	See Schedule CgXM starting on Sheet D-110.00
PARALLEL GENERATION	See Schedule PGM starting on Sheet D-137.00
ENERGY WASTE REDUCTION	See Schedule EWR starting on Sheet D-156.00
RATE REALIGNMENT ADJUSTMENT	See Schedule RRA starting on Sheet D-157.00.
TAX CUTS AND JOBS ACT OF 2017	***See Schedule TCJA starting on Sheet D-158.00.***

D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE – DIRECT CONTROL RIDER Cg-DCM

EFFECTIVE IN: All territory served when there is adequate signal strength for implementing load control.

AVAILABILITY

This service is available to small commercial and industrial customers with central air conditioners and/or electric water heaters. The above appliances may be electrically cycled or disconnected by the company in accordance with the rules of this rider.

Availability may be denied where in the judgment of the company installation of load control equipment is impractical.

Availability is subject to the ability of the company to obtain and install the required load control equipment.

Availability will normally be denied for the control of electric water heaters:

1. for electric water heaters with less than 40 gallons of capacity, or
2. where:
   a. a separate controller is required for the water heater; and,
   b. the company or another utility supplies natural gas service to the customer.

A customer shall not simultaneously be receiving credits for water heater control under this rider and taking service under–controlled service for water heaters under Schedule Cg-OTOU, Optional Time-of-Use.

Customers taking Power Supply Service under rate schedule RAST are not eligible for this service.

MONTHLY RATE

In addition to receiving the billing credits for direct load control stated below, customers are responsible for all applicable charges and clauses of the appropriate small commercial and industrial service rate schedule.

MONTHLY CREDIT - AIR CONDITIONERS (AC) AND WATER HEATERS (WH)

Control Option	Control Type	
1	AC Cycling	$0.00/Mo.*
2	AC 100% Load Shed/Cycling	$8.00/Mo.*
3	WH 100% Load Shed/Cycling	$3.00/Mo.

*Credit only during calendar months of June, July, August and September.

SEASONAL BILLING

Air Conditioners

Winter seasonal customers billed for November through April shall not be eligible for monthly credits for the direct control of central air conditioners.

WATER HEATING

The monthly credit for seasonal water heating customers shall only be applied in those months when a customer charge is billed under the rate schedule under which the customer receives service. This would normally be the six month seasonal billing period.

CONTROL OPTIONS

Customers may be controlled during any calendar month. The customer shall select at least one of the following control options:

Option 1 - Air Conditioner Cycling: The central air conditioner may be electrically cycled from 5 to 20 minutes "off" out of every 30 minutes for normally no more than 100 "off" hours per calendar year. The degree of cycling will depend on the situation.

(Continued on Sheet No. D-118.00)

D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE – DIRECT CONTROL RIDER Cg-DCM
(Continued on Sheet No. D-117.00)

CONTROL OPTIONS (Cont.)

Option 2 - Air Conditioner 100% Load Shed: The central air conditioner may be electrically disconnected a maximum of 8 hours per day at the Company's sole discretion. The central air conditioner will normally be electrically disconnected for no more than 50 hours per calendar year.

Option 3 - Water Heater 100% Load Shed: The water heater may be electrically disconnected for a maximum of 8 hours per day at the Company's sole discretion.

TESTING

Equipment may be electrically disconnected for a maximum of one hour per day. The water heater will normally be electrically disconnected for no more than 100 hours per calendar year.

DEFINITIONS

Load Shedding - Complete interruption of designated load for the duration of the interruption.

Cycling - 50% interruption, in alternating on/off cycles, of designated load for the duration of the interruption.

Normal service interruptions are not included in the determination of the above hours of control in a calendar year.

TERMS AND CONDITIONS

1. If a customer decides to terminate control or change to another control option, the company will endeavor to implement the change as soon as practical.

2. Prior to the installation of load control devices, the company may inspect the customer's electrical equipment to insure good repair and working condition, but the company shall not be responsible for the repair or maintenance of the electrical equipment.

3. The company will install, own, and maintain the load management devices controlling the customer's air conditioner and/or water heater. The customer must allow the company reasonable access to install, maintain, inspect, test and remove load control devices. Inability of the company to gain access to the load management device to perform any of the above activities for a period exceeding 30 days may, at the company's option, result in discontinuance of monthly billing credits under this rate schedule until such time as the company is able to gain the required access.

SPECIAL RULES

Air Conditioners

1. Multiple central air conditioning units serving the same business must all be installed with load control devices to qualify for service under this rate schedule.
2. The load control device will control the air conditioning compressor. The furnace air circulating fan will not be controlled.

Water Heaters

1. Multiple water heating units serving the same business must all be installed with load control devices to qualify for service under this rate schedule.
2. The electrical circuit to the water heater shall be limited to no more than 30 amps.

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE Cp-1M

EFFECTIVE IN: All territory served.

AVAILABILITY

This schedule is applicable to customers whose monthly demand is equal to or greater than 100 kW or 25,000 kWh/month for three consecutive months and others taking standby service. This schedule is also available to small commercial and industrial customers who contract for service under the Cp-I2M Interruptible Rider. This service is not available for customers required to take service under the Power Supply Default Service. Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, ***unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charges under this rate schedule***. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

The transmission rates are available to customers that take service directly from a company-owned substation (i.e. Company owns no distribution facilities downstream of substation). For customers that meet this condition, a monthly charge of $0.49/kVA of installed substation transformer capacity as determined by the company shall apply.

MONTHLY RATE

Distribution Service	Secondary	Primary	Transmission
Fixed Charge:			
Monthly	$142.00	$673.00	$990.00
Daily	$4.6685	$22.1260	$32.5479
Demand Charge			
1. Customer Demand:$/kW	$2.95	$2.22	$0.00
Per KW of maximum demand during the current and preceding 11 months, plus,			
2. On-Peak Demand			
a. Winter (Oct-May): $/kW	$1.14	$1.14	$1.14
10:00 AM to 8:00 PM; Monday through Friday (except holidays)			
b. Summer (Jun-Sep): $/kW	$1.14	$1.14	$1.14
10:00 AM to 11:00 PM; Monday through Friday (except holidays)			

Power Supply Service (Optional)	Secondary	Primary	Transmission
On-Peak Demand			
a. Winter (Oct-May):$/kW			
10:00 AM to 8:00 PM; Monday through Friday (except holidays)			
Capacity	***$7.50***	***$7.33***	***$7.23***
Non-Capacity	***$5.40***	***$5.28***	***$5.21***
Total	$12.90	$12.61	$12.44
b. Summer (Jun-Sep):$/kW			
10:00 AM to 11:00 PM; Monday through Friday (except holidays)			
Capacity	***$7.50***	***$7.33***	***$7.23***
Non-Capacity	***$5.40***	***$5.28***	***$5.21***
Total	$12.90	$12.61	$12.44

Energy Charge	Secondary	Primary	Transmission
1. On-Peak			
a. Winter (Oct-May):$/kWh	$0.06197	$0.06017	$0.05942
6:00 AM to 10:00 PM; Monday through Friday (except holidays)			
b. Summer (Jun-Sep):$/kWh	$0.06197	$0.06017	$0.05942
7:00 AM to 11:00 PM; Monday through Friday (except holidays)			

(Continued on Sheet No. D-120.00)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE **Cp-1M**

(Continued from Sheet No. D-119.00)

Energy Charge (Contd.)	Secondary	Primary	Transmission
2. Off-Peak			
a. Winter (Oct-May):$/kWh	$0.03350	$0.03253	$0.03212
10:00 PM to 6:00 AM; Monday through Friday, all day Saturday, Sunday, and holidays			
b. Summer (Jun-Sep):$/kWh	$0.03350	$0.03253	$0.03212
11:00 PM to 7:00 AM; Monday through Friday, all day Saturday, Sunday, and holidays			

Note: For a 10:00 PM change between on peak and off peak time periods in the Winter months, on peak consumption will be recorded through 10:00 PM. Off Peak consumption will begin at 10:00:01 PM as recorded by the meter.

MINIMUM CHARGE

The monthly minimum charge is the fixed charge, the demand charges, and the energy waste reduction charge.

POWER SUPPLY COST RECOVERY CLAUSE:

See Schedule PSCR.

PRIMARY & TRANSMISSION CHARGES

The customer shall provide a support for the company to terminate the primary conductors and install other required equipment. Customer owned substation equipment shall be operated and maintained by the customer. The support and substation equipment is subject to the company's inspection and approval.

ENERGY WASTE REDUCTION

See Schedule EWR starting on Sheet D-156.00

The above listed voltages are phase-to-ground for wye-connected company systems and phase-to-phase for delta-connected company systems.

RATE REALIGNMENT ADJUSTMENT

See Schedule RRA starting on Sheet D-157.00.

TAX CUTS AND JOBS ACT OF 2017

See Schedule TCJA starting on Sheet D-158.00.

STANDBY SERVICE

Where service is made available to loads which can be served by a source of power other than the company's (excluding emergency standby maintained in the event of failure of company's supply), billing shall be at the above rate, but the monthly minimum demand charge (total of customer charge, on-peak demand charge, and substation transformer capacity charge) for standby service shall be not less than the following per kW of contracted demand:

Cp Secondary:	$3.50
Cp Primary:	$2.75
Cp Transmission:	$2.00

This standby service clause assumes that standby customers shall schedule normal maintenance of the customer-owned source of power during periods of the year that are satisfactory to the company. Accordingly, customers shall advise the company of planned maintenance with as much advance notice as possible. These waivers are granted on a conditional basis. The company will rescind the waiver of increased demand during times of emergency interruptions. The company shall confirm in writing the maintenance schedule that is satisfactory to both parties.

The portion of the on-peak demand shall be billed on a prorated basis on a $/kW/day basis as shown below.

(Continued on Sheet No. D-121.00)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE Cp-1M

(Continued *from* Sheet No. D-120.00)

STANDBY SERVICE (Contd.)

Pro-ration Formula - Firm Load:

On-Peak Demand Charge * 12 months / No. of annual peak days * No. of waiver days

Pro-ration Formula - Interruptible Load:

Variable Interruptible Demand Charge * 12 months / No. of annual peak days * No. of waiver days

These billing benefits shall only apply to the unusual portion of the customer's monthly demand. All demands except that portion of the peak load demand resulting from a company-approved maintenance schedule shall be billed as standard normal demand in accordance with all other sections of this rate schedule. The above clause shall not apply to customer-owned generation served under the Standby Service clause of this rate schedule and/or Maintenance Rate of the Pg-2 rate schedule because customers served under these clauses have similar provisions within their clauses. If the highest demand in any month exceeds the contract demand, the minimum demand charge shall thereafter be based on the highest actual demand. The company may install suitable devices to limit the actual demand to the contract demand and may limit size of standby load to be served under this rate to the available system capacity at the customer's location.

REACTIVE LOAD

The customer shall keep his lagging reactive load at a level that does not exceed his Kw demand and shall not operate with a leading reactive load.

SHORT TERM SERVICE

Short term and temporary service is available to customers requiring service for less than annual periods.

1. a) For holiday/decorative lighting see Schedule Ls-1M,
   b) For special events see Schedule RIIIM, Temporary Service
   c) For construction see Schedule RIIIM, Temporary Service

2. Standard proration rules shall apply to the initial and final billing periods.

3. At the expiration of any month, the customer may cancel his contract for service under these provisions and may contract for one year or more under the standard rate applicable to his service.

VARIATION OF DEMAND

Variation of customer load shall be limited to time changing demand levels which are within system standards of operation as established by the company. Failure to take service in a manner which meets these standards may result in discontinuation of service.

TERM OF CONTRACT

Minimum period of one year except that for new or additional loads of 5,000kW or more, a term of not less than five years will be required.

DETERMINATION OF DEMAND

The customer demand in kilowatts shall be the highest single 15 minute integrated load observed or recorded during the current or preceding 11 months. For new Cp-1M customers, this demand provision applies on and after the date of transfer to this rate schedule.

The on-peak billing demand in kilowatts shall be the highest single 15 minute integrated load observed or recorded during each respective time period in the month, provided that no billing demand shall be less than 60% of the highest billing demand of the preceding 11 months.

(Continued on Sheet No. D-121.01)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE **Cp-1M**

(Continued from Sheet No. D-121.00)

DETERMINATION OF DEMAND (Contd.)

Unusual on-peak billing demands approved by advance authority from the company shall be billed but will not be considered in the determination of the 60% ratchet. Customer requests for unusual demands shall be made in advance with as much allowance as possible. The advance authorization from the company shall be confirmed in writing.

HOLIDAYS

The days of the year which are considered holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday After Thanksgiving, Day Before Christmas, Christmas Day, Day Before New Year's Day.

ESTIMATION PROCEDURE

In the event of loss of data for calculation of one or more billing parameters, the company shall forecast on the basis of historic billing parameters to obtain an estimate of current month's billing parameters. This estimate shall be subject to modification or replacement based on known and quantifiable operating conditions of the current month.

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I

EFFECTIVE IN: All territory served.

AVAILABILITY

This schedule is available to both small and large commercial and industrial customers taking service under the Cp-1M rate schedule with a minimum interruptible demand of 200 kW* who contract for service in accordance with the provisions of this rider.

Customers taking Power Supply Service under rate schedule RAST are not eligible for this service.

* The actual interruptible demand shall equal or exceed 200 kW for a minimum of 8 monthly billing periods during each annual billing cycle ending with the December meter reading. A customer's contract will be terminated effective with the issuance of the December bill for failure to meet this annual requirement. To re-qualify for service under this rider, a customer must meet the 8 month requirement or prove to the company's satisfaction that an interruptible load of 200 kW can be attained on a regular basis.

MONTHLY RATE

Demand Charge

Contracted Notice Period: 1 hour

Maximum Contracted Hours of Interruption (Annual): 600

	Secondary	Primary	Transmission
Distribution Service:			
Charge Per kW of Maximum Interruptible Demand (2):			
Summer/Winter	$1.14/$1.14	$1.14/$1.14	$1.14/$1.14
Power Supply Service (Optional):			
Charge Per kW of Maximum Interruptible Demand (2):			
Summer/Winter	***$7.65/$7.65***	***$7.36/$7.36***	***$7.19/$7.19***
Credit Per kW of Maximum Interruptible Demand (2):			
Summer/Winter	$5.25/$5.25	$5.25/$5.25	$5.25/$5.25

1. This applies to all types of interruptions in any calendar year. See paragraphs 6, 7, and 8 of "Rules and Procedures."

2. The credit shall be subtracted from the Peak Load System Demand Charge of the Cp-1M rate schedule for determining the charge per kW to be applied to the customer's monthly maximum interruptible demand.

The customer shall contract for a minimum term of five years.

The company may at any time during a calendar year offer to customers the option of receiving an additional demand credit of $0.40 per kW per interruption for any interruption which causes the maximum contracted hours of annual interruption to be exceeded. This additional demand credit will only apply in months where such an interruption actually occurs.

In addition to the following specifications of the system demand charge, interruptible customers shall be responsible for all applicable charges and clauses of the Cp-1M rate schedule.

(Continued on Sheet No. D-123.00)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I
(Continued from Sheet No. D-122.00)

RULES AND PROCEDURES

1. Contracted Demand Nominations
   Customer shall contract for a given amount of firm and interruptible demand.
   a. Variable Interruptible Demand
      The contracted firm demand shall be billed as the system demand at the appropriate system demand charge. Any excess monthly demands above the firm demand shall be considered as variable interruptible demand.

   b. Nomination Revisions: Demand nominations shall be revised at least annually on or before April 15th to cover the first succeeding calendar year and before September 15th to cover the second through the fifth succeeding calendar years. Said revision shall delete data for expired demand nominations and add additional nominations to cover a complete 60 month period. On any revision the renomination of any demands for any year shown in a previous nomination or revision of a previous nomination is permitted; provided however, that said revision cannot include any of the following except as allowed in paragraph 1.f., unless otherwise approved by the company:

      - a decrease in firm demand; or

      - a decrease in variable interruptible demand in conjunction with a comparable increase in firm demand;.

      The company shall approve all requests for increases in firm demand, subject to the conditions of paragraph 9.

      Should a customer fail to supply a revised demand nomination for the next year on or before April 15th, the customer's demand nomination on file with the Company for the next year shall be used for both billing and interruptible compliance verification.

      Should a customer fail to supply revised nominations for years 2-5 on or before September 15th, nominations previously made for years 2-4 will be used and the year 4 nomination will be used for the new year 5 nomination.

   c. Termination of Contract: Unless mutually agreed otherwise by the parties, the contract shall be in effect for a minimum initial term of five years, and from year to year thereafter unless the company or the customer shall, at least 48 months before the end of such period or any one year period thereafter, serve upon the other party a written notice of election to terminate service at the end of such designated period.

      Customers have the option, upon proper written notice as set forth below and subject to the availability of sufficient capacity resources, to terminate contract(s) entered into under this Interruptible Rider offered by the company and return load serviced under this rider to firm service. The customer can terminate a contract at no cost if the market price for short term capacity to service the load being transferred to firm service is less than the interruptible credit in the tariff under which the customer's interruptible load is being service. If such cost of replacement capacity exceeds the interruptible credit, the customer can terminate this rider by paying, up-front, the product of the difference in the two costs for the number of months remaining under customer's interruptible contract times the customer's highest on-peak billed interruptible demand during the most recent 12 month period. Any customer which has a dispute with the Company pertaining to the cost of replacement capacity has the right to appeal this dispute to the Public Service Commission.

      Customers must notify company of their intention to terminate any contract entered into under an Interruptible Rider two months prior to the termination effective date. Termination with less than two months notification will be permitted, but will be subject to a one-time penalty equal to the penalty in $'s /kW for non-interruption in the appropriate interruptible rider times the highest on-peak billed interruptible demand(s) during the most recent 12 month period.

(Continued on Sheet No. D-124.00)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I
(Continued from Sheet No. D-123.00)

RULES AND PROCEDURES (Cont.)

The company has the right to refuse to allow cancellation of the interruptible contract if refusal is deemed necessary to insure system integrity an maintain sufficient interruptible load.

Notwithstanding the foregoing, the parties hereto acknowledge the possibility that the company may, at any time, deem it necessary or appropriate to acquire additional electric capacity of 100 Mw or more, in which event the company shall be entitled to rely upon a continuation of service under this agreement for a period of three years after the scheduled placement of such added capacity in service.

Accordingly, in the event that the company delivers written notice to the customer that all requisite regulatory approvals have been obtained for the acquisition of such additional capacity, together with notice of the schedule date for supplying energy therefrom, the customer shall have 60 days to deliver written notice that it has:

1) Elected to terminate this agreement effective not less than 60 months following the date of such notice, or such other date prior to the date service is to be supplied from the added capacity but in no case less than 60 months, or

2) Provide the company with firm demand nominations for the entire period through the first three years of scheduled placement of such added capacity in service and the term of this contract is extended to cover this entire period.

In addition, if the customer does not deliver a notice of termination of the required firm demand nomination during this 60 day period, the minimum term of this agreement automatically shall be extended until three years after the additional capacity is scheduled to commence supplying power for the company and the firm demand nominations during this extended period shall be no less than the last firm nomination shown on the then effective Schedule A. No termination notice delivered following such 60 day period may become effective prior to the end of such extended minimum term, unless terminated earlier in accordance with other provisions of this rate schedule.

d. Demand Nomination Revisions

The annual revision of demand nominations from previous years may include a decrease in peak load period firm demand or a decrease in variable interruptible demand in conjunction with a comparable increase in peak load period firm demand at the time of the annual revision according to one of the following two renomination options:

1) The above nominations for the next calendar year may be reduced by 5% (Option 1) or 25% (Option 2) (rounded up to nearest 100 Kw) of the total peak load period firm nomination plus interruptible shown for this calendar year on the latest effective nomination. The company reserves the right to limit to plus or minus 25 Mw the total adjustments by all customers selecting Option 2. The total adjustment shall be determined by the total increase in firm nominations minus the total increase in fixed interruptible nominations (a decrease is a negative increase).
2) The above nominations for the second calendar year may be reduced by 5% (Option 1) or 0% (Option 2) (rounded up to nearest 100 Kw) of the total peak load period firm nomination plus interruptible shown for this calendar year on the latest effective nomination.
3) The above nominations for the third calendar year may be reduced by 10% (Option 1) or 0% (Option 2) (rounded up to nearest 100 Kw) of the total peak load period firm nomination plus interruptible shown for this calendar year on the latest effective nomination.
4) The above nominations for the fourth calendar year may be reduced by 15% (Option 1) or 0% (Option 2) (rounded up to nearest 100 Kw) of the total peak load period firm nomination plus interruptible shown for this calendar year on the latest effective nomination.
5) There are no restrictions on the reductions permitted for intermediate and base load period firm nominations.

The renomination option for a calendar year must be chosen at the time of the first required renomination for that calendar year and shall not be changed, unless otherwise approved by the company. For customers with new interruptible contracts, Option 1 shall apply for the first three calendar years.

(Continued on Sheet No. D-125.00)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I
(Continued from Sheet No. D-124.00)

RULES AND PROCEDURES (Cont.)

e. Demand Nomination Transfer Agreements
Interruptible customers who execute special contracts shall be allowed to enter into written agreements to transfer interruptible load from one customer to another for one or more calendar months with written notice to the company at least 10 days prior to any calendar month in which any such agreement commences. Such agreements shall require that balancing demand renominations be made by the agreeing parties such that firm demand nominations do not change in total from those previously nominated. Transfers of interruptible load are required to be 200Kw or more between customers.

2. Energy Update
The Company shall provide a regional energy update at the annual spring interruptible customer meeting. This meeting will be held prior to the deadline for the April 15th nominations and shall include an update of the regional generation and transmission systems as well as any new or proposed interruptible tariff changes. Written copies of presentations shall be made available to all interruptible customers.

3. Firm Demand
Firm demand nominations approved by the company shall be supplied by the company in the same manner as other firm load of the company.

4. Interruptions
Customers shall be subject to two types of interruptions - Emergency and Economic. Emergency interruptions may be declared to reduce load to maintain the reliability of power system. Economic interruptions may be declared during times in which the price of electricity in the regional market significantly exceeds the cost of operating typical Company peaking generation. For the purposes of this tariff, an Economic Interruption Trigger Price (EITP) will be used to define this cost.

a. Economic Interruptions
Day Ahead LMP Market

1. Occurrence
Company's Locational Marginal Price (LMP) exceeds the Company's Buyout Threshold (EITP).
EITP = The Greater of $0.06/kWh or 1.20 x 13900 BTU/kWh x Effect Gas Rate for Company's gas fired generation. The Company reserves the right to increase the EITP to manage hours of interruption during the year.

2. Notification
The Company shall provide notification of economic buyout hours upon the settlement of the MISO market. Notification will be sent to customers the earlier of, 8:00 am of the operating day or one hour before the start of an interruption.

3. Buyout Price
Buy-out prices will be set at the 110% of the market price plus Company Costs. Company costs will include, but not be limited to, Midwest Independent System Operator Schedule 17 Costs less marginal loss credit.

Real Time LMP Market

1. Occurrence
If Day Ahead LMP is less than EITP, Economic interruptions can still occur when real time LMP is expected to exceed the EITP and either due to loss of a generator or significantly higher than expected loads, Company is incurring real time LMP costs in excess of the EITP.

(Continued on Sheet No. D-126.00)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I
(Continued from Sheet No. D-125.00)

RULES AND PROCEDURES (Cont.)

2. Notification
The company shall endeavor to provide notice of interruption with as much lead time as possible. Notice to interrupt will be by a signal to designated equipment of the customer or, at the discretion of the company, through some designated verbal means. Under normal circumstances, a minimum of one hour will be given before each interruption. This is subject to change due to unmanageable capacity situations which could require interruption of loads to maintain system standards of operations.

Management of Interruptible Hours

1. After 100 hours of the combination of emergency or economic interruption, the Company reserves the right to increase the EITP to manage the annual interruptible hours.

2. If the total hours of requested interruption equals the maximum contracted hours of interruption during any calendar year, the customer's interruptible load will have the same characteristics of firm system customer load for the balance of the calendar year.

3. The company will equalize the hours of interruption on an annual basis for all customers taking service under this interruptible rider to the extent reasonably practical.

Settlement Agreements
Customer's will be billed the most current market price available at the time of billing. If billing occurs before the seven day market settlement, 20% will be added to the market price. If billing occurs after the seven-day settlement, 10% will be added to the market price. Adjustments will be made to previous billings after 105 day settlements have been made with the market authority. If adjustments are within a maximum of 5% or $100, no adjustments will be made.

b. Emergency Interruptions

1. Occurrence
Emergency Interruptions may occur when the Company, the Transmission Operator or the Reliability Authority feel the distribution, transmission equipment, or supply to firm customers is in jeopardy.

2. Notification
The company shall endeavor to provide notice of interruption with as much lead time as possible. Notice to interrupt will be by a signal to designated equipment of the customer or, at the discretion of the company, through some designated verbal means. Under normal circumstances, a minimum of one hour will be given before each interruption. This is subject to change due to unmanageable capacity situations which could require interruption of loads to maintain system standards of operations.

3. Penalty Billing
When notified of an interruption, the customer shall reduce load to the contracted firm demand nomination or less. Each declaration of an interruption shall be considered an occurrence.

Penalty Procedure
Failure to reduce load to the firm nomination as explained above when notified for an emergency interruption shall result in the customer being penalty billed for the demand difference between the maximum load (or minimum generation) on line during the interruption and the specified load (or generation) levels above. The demand difference will be billed the higher of:

1. Highest demand in non-compliance times the applicable annual credits times 110%. Or,
2. The additional power supply costs incurred by the Company to provide the kWh to the customer in excess of their firm nomination.

(Continued on Sheet No. D-127.00)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I
(Continued from Sheet No. D-126.00)

RULES AND PROCEDURES (Cont.)

The customer agrees to endeavor to reduce demand (or increase generation) to a level not to exceed the specified contract demand or some higher load (or lower generation) level requested by the company, in accordance with the timetable requested by the company. It is understood that failure to comply with the timetable requested may result in the forced interruption of electric service to the customer's total demand at time of unmanageable load conditions for the company. Penalty billing in accordance with this clause shall occur if:

1. The company provided a minimum of one hour to interrupt in advance and the customer fails to eliminate the interruptible demand which is designated for interruption by the time requested, or,
2. The company provides less than the contracted notice to interrupt, the contracted notice period has expired, and the customer has not eliminated at least 100% of the interruptible demand which is designated for interruption.

5. CUSTOMER MARKET BID PROCESS

Customers may submit bids containing hourly interruptible load and maximum prices to the Company for the day ahead market for price protection in the real time market.

a. Bids must consist of total hourly consumption and maximum price per kWh.

b. Customers are financially obligated to their price and volume defined in the customer's bid. Customers will be charged 110% of the market clearing price.

c. Customers will be charged 110% of the real time prices plus Company costs that occur during the Operating Day for any interruptible load in excess of their purchased block of energy.

d. Customers will be credited 90% of real time prices that occur during the Operating Day for any interruptible load that is less than their purchased block of energy.

e. Bids must be received by the Company by 4:00 pm two days before the operating day beings. (example: If the operating day is Thursday, bids must be received by Tuesday at 4:00 pm

f. Upon settlement of the market, the Company will provide a mechanism to notify customers of the 24 hourly clearing prices and volumes for the operating day.

g. Bids must be in increments of 100 KW.

h. Customers are allowed three pricing levels, as defined by the Company which may change based on changing market conditions.

i. Customers are still subject to emergency interruptions or economic interruptions for additional hours if the LMP is greater than the trigger price and there is an unplanned event such as loss of unit or significantly higher system load than expected.

j. Customers will be awarded a pro rata share of the Company's aggregate bid when partial bids are awarded at the clearing price.

6. PARTIAL INTERRUPTION PROCEDURE

There may be times when an interruption is required but for a load amount less than the entire load taking service under this rider and similar service schedules. To prevent unnecessary interruption of load, the company shall utilize a partial interruptible procedure utilizing blocks of interruptible customers.

(Continued on Sheet No. D-128.00)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I
(Continued from Sheet No. D-127.00)

RULES AND PROCEDURES (Cont.)

a. Michigan Cp-I2 interruptible customers shall constitute a separate block due to differences between the Wisconsin and Michigan tariffs. Wholesale interruptible customers shall constitute a second block. The Wisconsin customers shall be divided into three blocks as determined by the Company.

All interruptible load of an individual customers' account that is at the same geographic location shall be in the same block. A customer shall not be permitted to separate the interruptible load of an account into separate blocks.

b. The company shall interrupt the appropriate amount of load per the following amount of load reduction (emergency interruption) or amount of high cost power required to supply the interruptible customers (capacity):

25 - 60 MW	One block
61 - 110 Mw	Two blocks
111 - 160 Mw	Three blocks
161 Mw and greater	All blocks

Due to the relatively small size of the block containing the Michigan customers, this group will be counted as a full block in the above determination but will be managed as required and permitted per the Michigan tariff. This is subject to change should the amount of load in the group of Michigan customers increase or due to Michigan tariff modifications.

c. The determination of the blocks to be interrupted shall be based upon the number of hours interrupted in the calendar year. The block with the least amount of hours shall be the first block interrupted. If two blocks have the same amount of hours, the order shall be in the order of the alphabet. There is no distinction between emergency and capacity related interruptions nor for different levels of economic buy out levels.

d. Changing of the type of interruption (emergency to capacity and vice versa) or buy out level shall not cause the block of customers to change.

e. For times when multiple blocks have been interrupted and conditions warrant ending an interruption for one or more blocks, the company shall end interruptions in the manner of the last block interrupted is the first block to have the interruption ended. An exception is for the FERC customers, who shall be the last block to have capacity interruption end to prevent oscillating operational difficulties.

f. Demand Swaps. - An interruptible customer that obtained more interruptible load from a customer in another block would be subject to partial interruptions for only one block. For example, a customer in group B transfers 10 Mw of interruptible load to a customer in the group C, the customer that accepted more interruptible load shall only be required to interrupt for times when group C is interrupted.

g. New Wisconsin retail customers would be added to the block of Wisconsin retail customers with the lowest amount of interruptible load.

h. Customers shall generally not be allowed to switch blocks to prevent gaming resulting in circumvention of rate design. The company shall review requests for a block switch with the Commission.

(Continued on Sheet No. D-129.00)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I
(Continued from Sheet No. D-128.00)

RULES AND PROCEDURES (Cont.)

Partial Interruptions due to Regional Reliability Issues

The Company may select individual or groups of customers to interrupt to keep the generation and transmission system operating reliably in the event of the loss of a major transmission line or generating station affecting the transmission system operation. Customers would be selected based on characteristics that impact the generation and transmission reliability, such as amount of load, point of interconnection with the transmission system, and the amount of benefit of interrupting of a customer to the transmission system reliability. The Company will take into consideration any hours of interruption incurred by customers due to the above paragraph in the Company's efforts to equalize the total annual hours of interruption related to all causes.

7. Minimum Demand Credit

If the interruptible demand credit is reduced to an annual monthly average of $3.00 per Kw or less, the customer has the right within 60 days of said change to immediately terminate interruptible service, subject to the conditions of paragraph 11.

8. Audits

An interruptible compliance audit shall not be performed by the company if the customer experienced an actual interruption excluding buyouts that was successfully implemented and recorded within the last six months. The interruptible compliance audits shall normally not be required more often than once a year during summer months and once at or near each winter peak load period. The necessity of an actual interruption or acceptance of other means of verifying ability to interrupt shall be under the sole control of the company. It is the intent of the company that the duration of interruptions for audit purposes will not be extended beyond the time necessary to satisfy the conditions of the audit. Penalty billing will apply if an actual interruption for audit purposes is not successfully completed.

9. Firm Service Requests

Upon notice of cancellation or reduction of interruptible service, the company will endeavor to supply the interruptible load on a firm basis at that date or as soon thereafter as reasonably possible. A notice of cancellation shall be treated as a request for firm service, unless specified otherwise by the customer, as of the date of cancellation. Requests for increases in firm demand shall be treated as requests for firm service as of the requested date. Such requests shall take precedence over any subsequent request for firm service by any customer or potential customer that is not specifically reflected in the most current revision of the company's long range capacity plan. It is further agreed that any portion of the interruptible demand that cannot be served as firm demand, and is still desired by the customer, shall continue to be considered and billed as interruptible demand in accordance with this clause until that load obtains firm status.

10. Contracts

Customers desiring interruptible service shall be required to sign individual customer contracts. Customer contracts shall have a minimum term of five years with a four-year cancellation notice. Customers desiring the commencement of interruptible service at the start of or during a calendar year shall be required to sign a contract prior to April 15th of the preceding year, unless otherwise approved by the company. Normally customers that are both new and unanticipated may contract for service at any time.

(Continued on Sheet No. D-130.00)

D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I
(Continued from Sheet No. D-129.00)

RULES AND PROCEDURES (Cont.)

11. Interruption Force Majeure
Each customer shall, in accordance with accepted industry practices, operate and maintain equipment and procedures necessary to fulfill the interruptible obligations of this rate schedule and associated contract(s). However, no customer shall be considered to be in default with respect to failure to accomplish required load interruptions hereunder and shall not be liable to the company for the penalties for failure to interrupt hereunder, if prevented from actually and with reasonable safety accomplishing the interruption due to acts of God, wars, blockades, insurrections, riots, explosions, fires, floods, lightning, wind, sabotage or by any other similar or dissimilar cause beyond the reasonable control of the customer. In the event that a customer is unable to fulfill any interruption obligations hereunder by reason of such cause or causes, the customer shall use due diligence to remove such inability with reasonable dispatch. This paragraph does not apply to an inability to interrupt due to shortages, or lack of availability, of alternative fuels or the failure of or lack of access to alternative energy or power sources, or due to failure of the customer's equipment for reasons other than the above specifically excluding from force majeure fires, explosions or other such accidents that originate within the customer's facility.

12. Interruptible Management Service
During times of interruption (either emergency or capacity), customers may elect to manage the electric loads of multiple facilities for billing and compliance purposes. Customers will be required to sign a service agreement identifying the meters to be combined.

TERMS AND CONDITIONS:

a. This provision shall not in any manner reduce the amount of interruptible load the customer in total has contracted for or is obligated to interrupt.

b. Customers shall be responsible for any necessary communication between facilities to manage the electric loads of the facilities to be combined.

c. Only meters and accounts of the customer and its corporate affiliates taking service under the company's Cp-I2 service are eligible for combination under this Rider. For purposes of this Rider, a "corporate affiliate" of the customer shall mean any wholly-owned subsidiaries of the customer and, if the customer is a wholly-owned subsidiary, the customer's corporate parent and any other wholly-owned subsidiaries of the corporate parent.

d. All accounts to be combined subject to this provision are required to be paid up to date. Accounts with past due balances shall be excluded unless otherwise agreed to by the company. The company also reserves the right to deny this Interruptible Management Service to customers that are deemed to be attempting to avoid payments or circumventing rate design.

e. Customers will not be compensated for customer-owned generation that is interconnected with the Company's power supply system on this tariff.

f. All other terms and conditions of the applicable Cp tariffs apply.

D6. MUNICIPAL POWER-SEWAGE DISPOSAL & WATER PUMPING Mp-1M

EFFECTIVE IN All territory served.

AVAILABILITY

This schedule is available for operation of sewage disposal systems and water pumping systems. This schedule is available to customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

Customer Charge

Daily	Monthly
$1.6438	$50.00

Energy Charge

All kWh: $0.01471

Power Supply Service (Optional)

Energy Charge	Capacity	Non-Capacity	Total
All kWh:	$0.02727	$0.05993	$0.08720

MINIMUM CHARGE

The monthly minimum charge is the fixed charge plus the energy waste reduction charge.

POWER SUPPLY COST RECOVERY CLAUSE

See Schedule PSCR.

SPECIAL RULES

1. Each metering point shall be billed as a separate customer.

2. The entire energy requirements for each meter point shall be supplied by the company, except such energy that the customer may generate from sewage gas and such power that the customer may supply in case of failure of the service supplied by the company.

ENERGY WASTE REDUCTION: See Schedule EWR starting on Sheet No. D-156.00

RATE REALIGNMENT ADJUSTMENT: See Schedule RRA starting on Sheet D-157.00.

TAX CUTS AND JOBS ACT OF 2017: See Schedule TCJA starting on Sheet D-158.00.

D7. OUTDOOR OVERHEAD LIGHTING SERVICE – COMPANY-OWNED Ls-1M

EFFECTIVE IN All territory served.

AVAILABILITY

Facilities in this section are available to all classes of customers who desire company owned lighting service.

MONTHLY RATE

Fixture Type	Lamp Type	Lumens	Watts	$/Month Full Requirements	$/Month Retail Access*
Cobra Head	Sodium Vapor	9,000	100	$11.75	$10.32
Cobra Head	Sodium Vapor	14,000	150	$13.11	$11.52
Cobra Head	Sodium Vapor	27,000	250	$16.11	$14.15
Cobra Head	Sodium Vapor	45,000	400	$22.59	$19.85
Area-Power Bracket	Sodium Vapor	9,000	100	$10.30	$9.59
Area-Power Bracket	Sodium Vapor	14,000	150	$13.78	$12.83
Directional-Flood	Sodium Vapor	27,000	250	$21.06	$19.61
Directional-Flood	Sodium Vapor	45,000	400	$25.20	$23.47
Directional-Flood	Metal Halide	36,000	400	$25.19	$23.46
Directional-Flood	Metal Halide	110,000	1,000	$45.63	$42.50

*Capacity Energy Charge for all Lamps: $0.02294/kWh (For customers taking service under the Retail Access Service Tariff (RAST) only if their Alternative Electric Supplier has not secured generation capacity for the customer.)

The above charges are for lighting standard facilities on existing company-owned distribution poles. The company will own and install the standard facilities.

If the non-standard facilities shown below are requested, the customer has the option to pay the charges upfront or pay the monthly charges shown below. These charges are in addition to the monthly rates shown above.

Non-Standard Facilities	Monthly Charge
Galvanized Mast Arm in excess of 6 feet	$0.14 / ft
Additional Wood Pole (30’, 35’ or 40’)*	$3.09 / pole
Span of Conductor	$1.44 / span

* The additional wood pole charges shall apply to fixtures that cannot be attached to an existing company pole. Street lights installed for governmental authorities under the Ms-1M rate schedule prior to April 1, 2015, are exempt from the exclusive use wood pole charges.

RATE REALIGNMENT ADJUSTMENT

See Schedule RRA starting on Sheet D-157.00.

TAX CUTS AND JOBS ACT OF 2017

See Schedule TCJA starting on Sheet D-158.00.

ORNAMENTAL FACILITIES

The Company offers specific Company-owned ornamental lighting facilities that are available to all customers under a special contract.

The customer is obligated to make a special facilities payment upon installation of the facilities equal to:

a. the “cost difference” between the cost of the ornamental facilities and cost of the standard lighting facilities, and
b. a payment in advance for maintenance equal to 24% of the “cost difference” payment above for ornamental facilities.

(Continued on Sheet No. D-133.00)

D7. OUTDOOR OVERHEAD LIGHTING SERVICE – COMPANY-OWNED Ls-1M
(Continued from Sheet No. D-132.00)

ORNAMENTAL FACILITIES (cont.)

If for any reason a lighting system must be replaced or renovated after the end of the contract, the customer shall be responsible for all associated charges. Replacement or renovation of lighting units and their major components after the contract period is at the discretion of the Company and may require a new lighting contract/agreement between the Company and the customer.

If at any time a customer requests a replacement or maintenance by the Company of an ornamental lighting facility for aesthetic reasons, the customer will be required to pay time and materials for the work. If the item in question falls under the manufacturer's warranty the Company will work with the customer and the manufacturer to receive the replacement item. The Company will however charge for labor and any other materials needed for replacement. The Company reserves the right to determine if replacement or maintenance will be done.

TERMS AND PROVISIONS

Company Owned–Standard or Ornamental Overhead Lighting Systems within the terms of the applicable contract.

1) Service Rules

a) Standard lighting facilities shall be defined as a cobrahead, power bracket or flood lighting fixture complete with lamp, control device and 6-foot galvanized mast arm.

b) The Company shall own, operate, and maintain the entire lighting system, including circuits and lighting fixtures.

c) The Company will be responsible for all future group replacement of lighting systems. The decision to replace lighting equipment will be at the sole discretion of the Company and will take into consideration good utility operating practice and the desires of the customer.

d) Upon request and at the expense of the customer, the Company will relocate any fixture or change the position of any lamp.

e) If the customer terminates service or requests the removal of any Company-owned lighting facilities during the contract period, the customer shall be responsible for the lesser of the cost of removal or the remaining monthly charges.

f) Additional Service rules listed on Sheet D-135.00.

g) LED Lighting - The decision to replace existing sodium vapor or metal halide lamps with LED lighting equipment will be at the sole discretion of the Company and will take into consideration good utility operating practice and the desires of the customer.

2) Extension Of Service

Lighting facilities will be extended upon request by the proper authorities, subject to the provisions of the Company's electric extension rules.

(Continued on Sheet No. D-134.00)

D7. OUTDOOR OVERHEAD LIGHTING SERVICE – CUSTOMER-OWNED (CLOSED) Ls-1M

(Continued from Sheet No. D-133.00)

AVAILABILITY

Facilities in this section are available to municipal customers who desire customer owned lighting service. This option is closed to new customers effective January 1, 2015.

MONTHLY RATE

Fixture Type	Lamp Type	Lumens	Watts	$/Month Full Requirements	$/Month Retail Access*
Cobra Head	Sodium Vapor	9,000	100	$8.26	$7.26
Cobra Head	Sodium Vapor	14,000	150	$8.75	$7.69
Cobra Head	Sodium Vapor	27,000	250	$11.52	$10.12
Cobra Head	Sodium Vapor	45,000	400	$15.47	$13.59
LED	LED	9,000*	100*	$6.44	$5.66
LED	LED	14,000*	150*	$9.33	$8.20
LED	LED	27,000*	250*	$12.22	$10.74
LED	LED	45,000*	400*	$15.10	$13.27

*Capacity Energy Charge for all Lamps: $0.02267/kWh (For customers taking service under the Retail Access Service Tariff (RAST) only if their Alternative Electric Supplier has not secured generation capacity for the customer.)

*The wattages and lumens listed under the LED lamps are wattages and lumens of sodium vapor lamps to which the LED lamps are considered equivalent. Actual wattages and lumens of LED lamps may vary.

RATE REALIGNMENT ADJUSTMENT

See Schedule RRA starting on Sheet D-157.00.

TAX CUTS AND JOBS ACT OF 2017

See Schedule TCJA starting on Sheet D-158.00.

TERMS AND PROVISIONS

Customer Owned Lighting Systems

1. Service Rules
   a) The customer shall own the system, including switching equipment and the connecting cable to the Company's system.
   b) Systems must be of a design and in a condition satisfactory to the Company.
   c) Replacement of customer owned equipment, otherwise called out in the maintenance section, shall be at the expense of the customer.
   d) The system may be served by either multiple or series type circuits as agreed upon between the customer and the Company.
   e) The customer must make the Company aware of any changes the customer makes to poles and fixtures after initial installation. This includes but is not limited to changes in location and wattage.
   f) Additional Service rules listed on Sheet D-135.00.

2. Extension Of Service
   Additional lights will be served at any location designated under the same rates, terms, and conditions, provided the additional units are not more expensive for the Company to operate and maintain.

3. Maintenance
   a) The following items are considered normal maintenance of customer owned ornamental lighting and will be replaced or maintained at Company expense within the contract:

(Continued on Sheet No. D-135.00)

D7. OUTDOOR OVERHEAD LIGHTING SERVICE – CUSTOMER-OWNED (CLOSED) Ls-1M
(Continued from Sheet No. D-134.00)

3. Maintenance (Cont.)

   i.) Underground and/or overhead cables: All breaks or open circuits except those caused by accidents, improper installation, foreign digging operations or deterioration due to aging and/or absorption of moisture. Deterioration due to aging is to be determined by the Company.
   ii.) Ballasts, luminaires, photo electric controls, lamps, refractors and relays that the company normally stocks for standard systems. The customer shall be responsible for any repairs (including parts and labor) of equipment after the expiration of the contract.
   iii.) The acquisition of repair and maintenance items and the cost of items which the Company does not consider standard facilities shall be the responsibility of the customer. The labor to replace this failed equipment is included in the monthly rates.

   b) All other maintenance, replacement or repair costs other than those listed shall be the responsibility of the customer.
   c) On customer owned lighting, damage claims shall be billed to the customer. It is the customer's responsibility to collect from the party who was responsible for the damage.

TERMS AND PROVISIONS - Common

Customer-Owned and Company-Owned
Standard or Ornamental Overhead Lighting Systems

1. Payment Of Bills
   Payment For Service Shall Be Made Monthly Shall Be Due And Payable No Later Than The Due Date Shown On Each Bill.

2. Service Rules
   a. All lights will be turned on at approximately fifteen minutes after sunset and off at approximately thirty minutes before sunrise.
   b. The Company will replace burned out lamps and otherwise maintain the equipment within 72 hours after being notified by the customer, provided such service can be performed during regular daytime working hours. No credit will be allowed for periods during which lamps are out of service.
   c. Individual streetlight locations with vandalism records will be reported to the local authorities and the customer informed that they will be required to pay for labor costs of replacements due to future vandalism at that location. Or
      Individual locations with vandalism records will be reported to the customer, and the customer is given the option of:
      1) Continuing service with the provision that future replacements due to continued vandalism at that location will be at the customer's expense,
      2) Continuing service but at a different location, or,
      3) Discontinuing service at that location.
   d. For times a customer requests the Company to remove, relocate or change lamps, the customer and Company may mutually agree in writing to a schedule reflecting the requested changes in the customer billing. The Company will have the sole discretion in determining when the actual necessary field work is completed which will not impact the customer's billing.

3. Term Of Contract
   Contracts will be effective for a period of three years subject to automatic renewal periods of one year each. The contract may be terminated at the end of any yearly period upon 90 days written notice by either party.

(Continued on Sheet No. D-135.01)

D7. OUTDOOR OVERHEAD LIGHTING SERVICE – CUSTOMER-OWNED (CLOSED) Ls-1M
(Continued from Sheet No. D-135.00)

4. Short Term Service Holiday/Decorative Lighting
Subject to Company approval, the Company will allow municipal customers to make temporary attachments of holiday lighting and/or decorations on Company-owned or customer-owned light poles. The customers must execute an annual agreement for such attachments, and must meet all conditions thereof. Estimated energy consumptions will be billed under the current Cg-1M energy rate. Time and material charges for installation, removal or associated maintenance may also apply.

5. Energy Waste Reduction
See Schedule EWR, starting on Sheet D-156.00

D8. NATUREWISE **NAT**

EFFECTIVE IN All territory served.

AVAILABILITY

Available to customers taking service from the Company under the eligible rate schedules listed below that desire to purchase energy generated by renewable resources. The Company will initially begin billing customers that sign up for this service upon the Company having secured adequate renewable generation supply and completed necessary billing system modifications.

Eligible Rate Schedules	
Rg-1M	Cg OTOU-1M
Rg OTOU-1M	Cp-1M
Cg-1M	Ls-1M
Cg-3M	Mp-1M

Note: Customers on the seasonal billing option are not eligible.

RATE

$***0.85*** / 100 kWh Renewable Energy Block

Note: Charge for Renewable Energy Block represents a premium in addition to the applicable energy charges contained in the tariff the customer takes service under. Customer will continue to be billed all applicable energy charges under the applicable rate schedule.

TERMS & CONDITIONS

1. Customers may terminate service under this rider at any time. The change will become effective with the customer's next billing cycle following the customer's termination request to the Company.

2. In addition to the rate above, all rates and conditions of delivery of the respective rate schedule under which the customer is currently served under are applicable.

3. Customers may sign up for this voluntary program via written form, web site/internet, over the phone, or other means acceptable to the Company. No contract is required and customers can terminate via the same communication methods used for sign-up.

4. The Company retains the right to either require a contract for customers purchasing 100 blocks/month or limit participation to 100 blocks/month per customer.

5. In the event the customer uses less energy in a month than the cumulative total of the blocks of energy purchased under the Naturewise program, the customer is still responsible for payment for the blocks of renewable energy purchased.

6. Company retains the right to deny service to or terminate service under this tariff to customers in arrears with the Company.

7. Service under this tariff will normally commence upon the customer's meter reading date. Fractional and partial months shall be prorated in the same manner as Customer Charges.

8. Service under this tariff provides for the generation or purchase of renewable generation into the Company's control area system and not actual delivery to customers taking service under this tariff. The reconciliation of Renewable Generation supply and the total amount of KWh purchased by customers under this tariff shall be done on an annual basis.

(Continued on Sheet No. D-136.01)

D8. NATUREWISE ***NAT***

(Continued from Sheet No. D-136.00)

TERMS & CONDITIONS (Cont.)

9. Renewable Generation supply can be obtained by the purchase, use or redemption of renewable credits or tags from renewable generation resources. Renewable generation resources shall include wind, solar, landfill gas, Ag waste digestors, bark, wood, and other wood waste fired generation. Other Renewable generation resources may also be utilized with approval of the MPSC.

D9. PARALLEL GENERATION-NET METERING PROGRAM PG-1M

EFFECTIVE IN: All territory served.

AVAILABILITY

Available to retail customers taking full requirements service with renewable electric generation facilities that are interconnected with the Company's power supply and rated at 20 kW and less, where customer's delivery offsets retail electric consumption at the same site. If a customer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 20 kW.

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.5% for customers generating 20 kW or less. The remaining 0.5% is allocated to customers generating more than 20 KW.

The Company's Net Metering Program application fee is $25.

MONTHLY RATES

Distribution Charges:

A customer enrolled in the Net Metering Program shall pay the Distribution Charges associated with the Company's standard service tariff applicable to the customer when the customer's net usage results in a net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer shall be credited based on the Excess Generation rate below.

Power Supply Charges:

A customer enrolled in the Net Metering Program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer when the customer's net usage results in a net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer shall be credited based on the Excess Generation rate below.

Excess Generation:

Excess generation shall be credited at the customer's applicable standard tariff's full retail rate (distribution service plus power supply service). The credit shall appear on the customer's next bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods.

METERING

The Company may determine the customer's net usage using the customer's existing meter if it is capable of reverse registration or may, at the Company's expense, install a single meter with separate registers measuring power flow in each direction. If the company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If the customer's meter is not capable of reverse registration and if meter upgrades or modifications are required, the Company shall provide a meter or meters capable of measuring the flow of energy in both directions to the customer at cost. Only the incremental cost above that for meter(s) provided by the Company to similarly situated non-generating customers shall be paid by the eligible customer. Generator meters will be supplied to the customer, at the customer's request, at cost.

(Continued on Sheet No. D-139.00)

D9. PARALLEL GENERATION-NET METERING PROGRAM PG-1M

(Continued from Sheet No. D-138.00)

TERMS AND CONDITIONS

1. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
   a. Biomass
   b. Solar and solar thermal energy
   c. Wind energy
   d. Kinetic energy of moving water, including the following:
      i. Waves, tides or currents
      ii. Water released through a dam
   e. Geothermal energy
   f. Municipal solid waste
   g. Landfill gas produced by municipal solid waste.

2. The generation equipment must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirements for electricity.

3. At the customer's option, the customer's electric needs shall be determined by one of the following methods:
   a. The customer's annual energy usage, measured in kWh, during the previous 12-month period.
   b. When metered demand is available, the maximum integrated hourly demand measured in kW during the previous 12-month period.
   c. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's electric needs.

4. At the customer's option, the generation capacity shall be determined by one of the following methods:
   a. Aggregate nameplate capacity of the generator(s).
   b. An estimate of the expected annual kWh output of the generator(s).

   Customer's shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.

5. A customer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.

6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be at 20 kW or less.

7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kilowatt-hour output of the generating unit when completing the Company's Net Metering Application.

8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules (R460.601a – 460.656) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

D9. PARALLEL GENERATION – MODIFIED NET METERING PROGRAM PG-1AM

EFFECTIVE IN: All territory served.

AVAILABILITY

Available to retail customers taking full requirements service with renewable electric generation facilities that are interconnected with the Company's power supply and rated at greater than 20 kW and not more than 150 kW, where customer's delivery offsets retail electric power supply at the same site. If a customer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 150 kW.

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.25% for customers generating at greater than 20 kW and not more than 150 kW.

MONTHLY RATES

Distribution Charges:

A customer enrolled in the Modified Net Metering Program shall pay the Distribution Charges at the Company's standard service tariff applicable to the customer for the customer's total consumption of energy from the Company to the customer.

Power Supply Charges:

A customer enrolled in the Modified Net Metering Program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer.

Energy Charges:

Charges that are related to a $/kWh charge will be charged when the customer's net usage results in a monthly net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer's $/kWh charges shall be credited based on the Excess Generation rate below.

Demand Charges:

The customer shall pay the demand charge associated with the Company's standard service tariff applicable to the customer for the customer's total consumption of energy from the Company to the customer.

Excess Generation:

Excess generation shall be credited at the customer's applicable standard tariff's power supply service energy charges ($/kWh). The credit shall appear on the customer's next bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods.

METERING

The Company may determine the customer's usage using the customer's existing meter if it has separate registers measuring power flow in each direction. If the company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If the customer's meter is not capable of measuring power flow in both directions, and if meter upgrades or modifications are required, the Company shall provide a meter or meters capable of measuring the flow of energy in both directions to the customer at cost. Only the incremental cost above that for meter(s) provided by the Company to similarly situated non-generating customers shall be paid by the eligible customer. Generator meters will be provided by the Company. The cost of the generator meter shall be considered a cost of operating the net metering program.

Costs And Fees

The Company's Modified Net Metering Program has the following fees and costs:

Application fee:	$25
Interconnection application fee:	$75
Engineering Review:	$0
Distribution Study:	Actual Costs or Maximum Approved by the Commission
Distribution Upgrades:	Actual Costs or Maximum Approved by the Commission

(Continued on Sheet No. D-140.00)

D9. PARALLEL GENERATION – MODIFIED NET METERING PROGRAM PG-1AM
(Continued from Sheet No. D-139.00)

Costs And Fees (Cont.)

Company Testing and Inspection fee:	$0
All Interconnection Costs:	Actual Costs or Maximum Approved by the Commission

TERMS AND CONDITIONS

1. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
   a. Biomass
   b. Solar and solar thermal energy
   c. Wind energy
   d. Kinetic energy of moving water, including the following:
      i. Waves, tides or currents
      ii. Water released through a dam
   e. Geothermal energy
   f. Municipal solid waste
   g. Landfill gas produced by municipal solid waste.

2. The generation equipment must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirements for electricity.

3. At the customer's option, the customer's electric needs shall be determined by one of the following methods:
   a. The customer's annual energy usage, measured in kWh, during the previous 12-month period.
   b. When metered demand is available, the maximum integrated hourly demand measured in kW during the previous 12-month period.
   c. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's electric needs.

4. At the customer's option, the generation capacity shall be determined by one of the following methods:
   a. Aggregate nameplate capacity of the generator(s).
   b. An estimate of the expected annual kWh output of the generator(s).

   Customer's shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.

5. A customer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.

6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be greater than 20 kW and not more than 150 kW.

7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kilowatt-hour output of the generating unit when completing the Company's Net Metering Application.

8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules (R460.601a – 460.656) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

D9. PARALLEL GENERATION – METHANE DIGESTERS PG-1BM

EFFECTIVE IN: All territory served.

AVAILABILITY

Available to retail customers taking full requirements service with methane digester facilities that are interconnected with the Company's power supply and rated at greater than 150 kW and not more than 550 kW, where customer's delivery offsets retail electric power supply at the same site. If a customer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 550 kW.

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.25% for customers generating at greater than 150 kW and not more than 550 kW.

MONTHLY RATES

Distribution Charges

A customer enrolled in this program shall pay the Distribution Charges at the Company's standard service tariff applicable to the customer for the customer's imputed customer consumption. Imputed customer consumption is the sum of the metered on-site generation and the net of the bidirectional flow of power across the customer interconnection during the billing period.

Power Supply Charges

A customer enrolled in this program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer.

Energy Charges

Charges that are related to a $/kWh charge will be charged when the customer's net usage results in a monthly net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer's $/kWh charges shall be credited based on the Excess Generation rate below.

Demand Charges

The customer shall pay the demand charges ($/KW) associated with the Company's standard service tariff applicable to the customer for the customer's imputed customer consumption. Imputed customer consumption is the sum of the metered on-site generation and the net of the bidirectional flow of power across the customer interconnection during the billing period.

Excess Generation

Excess generation shall be credited at the customer's applicable standard tariff's power supply service energy charges ($/kWh). The credit shall appear on the customer's next bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods.

METERING

The Company will utilize a meter or meters capable of measuring the flow of energy in both directions and generator output. If the company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If meter upgrades or modifications are required, the customer shall pay the costs incurred.

Costs And Fees

The Company's Modified Net Metering Program has the following fees and costs:

Application fee:	$25
Interconnection application fee:	$75
Engineering Review:	$0
Distribution Study:	Actual Costs or Maximum Approved by the Commission
Distribution Upgrades:	Actual Costs or Maximum Approved by the Commission
Company Testing and Inspection fee:	$0
All Interconnection Costs:	Actual Costs or Maximum Approved by the Commission

(Continued on Sheet No. D-142.00)

D9. PARALLEL GENERATION – METHANE DIGESTERS **PG-1BM**

(Continued from Sheet No. D-141.00)

TERMS AND CONDITIONS

1. A renewable energy resource consisting of one or more methane digesters with an aggregate name plate capacity between 150 KW and 550 KW located on the customer's premises and metered at a single point of contact.

2. The generation equipment must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirements for electricity.

3. At the customer's option, the customer's electric needs shall be determined by one of the following methods:
   a. The customer's annual energy usage, measured in kWh, during the previous 12-month period.
   b. When metered demand is available, the maximum integrated hourly demand measured in kW during the previous 12-month period.
   c. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's electric needs.

4. At the customer's option, the generation capacity shall be determined by one of the following methods:
   a. Aggregate nameplate capacity of the generator(s).
   b. An estimate of the expected annual kWh output of the generator(s).

   Customer's shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.

5. A customer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.

6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be greater than 150 kW and not more than 550 kW.

7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kilowatt-hour output of the generating unit when completing the Company's Net Metering Application.

8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules (R460.601a – 460.656) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

D9. PARALLEL GENERATION-PURCHASE BY WPSC-STANDARD OFFER PG-2M

EFFECTIVE IN: All territory served.

AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of ***550*** KW or less, and desiring to sell electrical energy to the Company. ***Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten, fifteen or twenty year service agreement with the Company.*** Customers with generation capacity of 30 KW or less have the option of selling energy to the Company under this P***G***-2M tariff or the P***G***-1M tariff.

MONTHLY RATES

Customer Charge: $12.00/Month $0.3945/Day

Charges for Deliveries from Company

Deliveries from the Company to the customer shall be billed in accordance with the standard applicable rate schedules of the Company.

Energy Credit Deliveries to Company

On-peak Energy Credit

January 1, 2019 through December 31, 2019: $.02612 per kWh on-peak
January 1, 2020 through December 31, 2020: $.02664 per kWh on-peak
January 1, 2021 through December 31, 2021: $.02718 per kWh on-peak
January 1, 2022 through December 31, 2022: $.02772 per kWh on-peak
January 1, 2023 through December 31, 2023: $.02827 per kWh on-peak
January 1, 2024 through December 31, 2024: $.02884 per kWh on-peak
January 1, 2025 through December 31, 2025: $.02942 per kWh on-peak
January 1, 2026 through December 31, 2026: $.03000 per kWh on-peak

Customers shall receive the applicable on-peak energy credit shown above for their initial five years (60 months) of service under this tariff, thereafter, the on-peak energy credit shall equal the average of the on-peak Day Ahead Locational Marginal Prices ("DA LMP")at the WPS.WPSM load zone node. The rates shall be reset annually on January 1 of each year based on the hourly average on-peak DA LMP at the WPS.WPSM load zone node of the most recently completed November 1 to October 31 period.

Off-peak Energy Credit

January 1, 2019 through December 31, 2019: $.02612 per kWh off-peak
January 1, 2020 through December 31, 2020: $.02664 per kWh off-peak
January 1, 2021 through December 31, 2021: $.02718 per kWh off-peak
January 1, 2022 through December 31, 2022: $.02772 per kWh off-peak
January 1, 2023 through December 31, 2023: $.02827 per kWh off-peak
January 1, 2024 through December 31, 2024: $.02884 per kWh off-peak
January 1, 2025 through December 31, 2025: $.02942 per kWh off-peak
January 1, 2026 through December 31, 2026: $.03000 per kWh off-peak

Customers shall receive the applicable off-peak energy credit shown above for their initial five years (60 months) of service under this tariff, thereafter, the off-peak energy credit shall equal the average of the off-peak DA LMP at the WPS.WPSM load zone node. The rates shall be reset annually on January 1 of each year based on the hourly average off-peak DA LMP at the WPS.WPSM load zone node of the most recently completed November 1 to October 31 period.

(Continued on Sheet No. D-144.00)

D9. PARALLEL GENERATION-PURCHASE BY WPSC-STANDARD OFFER **PG-2M**
(Continued from Sheet No. D-143.00)

MONTHLY RATES (cont.)

Capacity Payment

A capacity credit shall be paid reflecting the most recent Midcontinent Independent System Operator ("MISO") capacity auction market result in the relevant Local Resource Zone if the customer generation capacity can be counted as capacity in the MISO Capacity Auction (Resource Adequacy) market. The capacity price will be updated each June 1 to reflect the most recent year-round auction clearing price in MISO. The current on-peak rate until May 31, ***2021*** will be ***$.00045/kWh.*** If the MISO capacity auction deviates from its current annual format, the applicable capacity price will be calculated from the most recently cleared capacity seasons spanning a 12 month period.

Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags. Premiums are to be set when the contract is signed and will not change during the contract period.

Distribution Loss Factors

The following factors shall be applied to the on-peak and off-peak energy factors and capacity payments to reflect system losses:

Customers metered at a transmission voltage of 50,000 volts or higher:	1.0000
Customers metered at a primary voltage of 4,160 volts - 50,000 volts:	1.0096
Customers metered at a secondary voltage of less than 4,160 volts:	0.9885

Line loss savings will be evaluated on a case by case basis.

ON-PEAK HOURS

Winter (calendar months of October through May): 7:00 AM to 10:00 PM; Monday through Friday (except holidays).
Summer (calendar months of June through September): 7:00 AM to 11:00 PM; Monday through Friday (except holidays).

OFF-PEAK HOURS

All hours not listed as on-peak hours

HOLIDAYS

The days of the year which are considered holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday After Thanksgiving, Day Before Christmas, Christmas Day, and the Day Before New Year's Day.

MINIMUM CHARGE

The monthly minimum charge shall be the customer charge.

PRO-RATION OF DEMAND COST FOR AUTHORIZED MAINTENANCE

For customers billed on rates with demand charges, the demand charges other than "Customer Demand" shall be prorated if the maintenance schedule of the customer owned generation facility has been approved in advance in writing by the Company. Said pro-ration shall be based on the number of authorized days of scheduled maintenance. The customer shall pay the demand rate for the higher than normal demands due to the generation outage only for the days of authorized maintenance.

(Continued on Sheet No. D-144.01)

D9. PARALLEL GENERATION-PURCHASE BY WPSC-STANDARD OFFER **PG-2M**

(Continued from Sheet No. D-144.00)

SPECIAL RULES

1. The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.

2. The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.

3. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules (R460.481- 460.489) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

PARALLEL GENERATION RULES

See Schedule PGXM.

D9. PARALLEL GENERATION-PURCHASE BY WPSC PG-3M

EFFECTIVE IN: All territory served.

AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of 5,000 KW or less, and desiring to sell electrical energy to the Company. Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten, fifteen or twenty year service agreement with the Company. Customers with generation capacity of 550 kW or less have the option of selling energy to the Company under this PG-3M tariff or PG-2M tariff.

MONTHLY RATES

Customer Charge: $12.00/Month $0.3945/Day

Energy Credit

January 1, 2019 through December 31, 2019: $.02612 per all kWhs
January 1, 2020 through December 31, 2020: $.02664 per all kWhs
January 1, 2021 through December 31, 2021: $.02718 per all kWhs
January 1, 2022 through December 31, 2022: $.02772 per all kWhs
January 1, 2023 through December 31, 2023: $.02827 per all kWhs
January 1, 2024 through December 31, 2024: $.02884 per all kWhs
January 1, 2025 through December 31, 2025: $.02942 per all kWhs
January 1, 2026 through December 31, 2026: $.03000 per all kWhs

Customers shall receive the applicable energy credit shown above for their initial five years (60 months) of service under this tariff, thereafter, the Customer will be compensated at the Day Ahead LMP at WPS.WPSM load zone node expressed in $/kWh for every hour.

Capacity Payment

A capacity credit shall be paid reflecting the most recent Midcontinent Independent System Operator ("MISO") capacity auction market result in the relevant Local Resource Zone if the customer generation capacity can be counted as capacity in the MISO Capacity Auction (Resource Adequacy) market. The capacity price will be updated each June 1 to reflect the most recent year-round auction clearing price in MISO. The current all kWhs rate until May 31, ***2021*** will be ***$.00021/kWh.*** If the MISO capacity auction deviates from its current annual format, the applicable capacity price will be calculated from the most recently cleared capacity seasons spanning a 12 month period.

Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags. Premiums are to be set when the contract is signed and will not change during the contract period.

Distribution Loss Factors

The following factors shall be applied to the energy factors and capacity payments to reflect system losses:

Customers metered at a transmission voltage of 50,000 volts or higher:	1.0000
Customers metered at a primary voltage of 4,160 volts - 50,000 volts:	1.0096
Customers metered at a secondary voltage of less than 4,160 volts:	0.9885

Line loss savings will be evaluated on a case by case basis.

(Continued on Sheet No. D-146.00)

D9. PARALLEL GENERATION-PURCHASE BY WPSC PG-3M

(Continued from Sheet No. D-145.00)

MINIMUM CHARGE

The monthly minimum charge shall be the fixed charge plus the energy optimization charge.

PRO-RATION OF DEMAND COST FOR AUTHORIZED MAINTENANCE

For customers billed on rates with demand charges, the demand charges other than "Customer Demand" shall be prorated if the maintenance schedule of the customer owned generation facility has been approved in advance in writing by the Company. Said pro-ration shall be based on the number of authorized days of scheduled maintenance. The customer shall pay the demand rate for the higher than normal demands due to the generation outage only for the days of authorized maintenance.

SPECIAL RULES

1. The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.

2. The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.
3. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules (R460.481- 460.489) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

PARALLEL GENERATION RULES

See Schedule PGXM.

D9. PARALLEL GENERATION-PURCHASE BY WPSC PG-4M

EFFECTIVE IN: All territory served.

AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of 20,000 KW or less, and desiring to sell electrical energy to the Company. ***Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten or fifteen year service agreement with the Company.*** Customers with generation capacity of 5,000 KW or less have the option of selling energy to the Company under this P***G***-4M tariff or the P***G***-3M tariff.

NEGOTIATED RATES

Parallel generation customers have the right to request negotiated buy back rates. The following are the required procedure guidelines:

1. Except as allowed by Paragraph 3 below, the Company must respond to the customer owned generating system within 30 days of the initial receipt of the customer owned generating system written proposal, and within 30 days of receipt of any subsequent customer owned generating system written proposal;

2. The Company's rejection of the customer owned generating system written proposal must be accompanied by a counter offer relating to the specific subject matter of the customer owned generating system written proposal; and

3. If the Company is unable to respond to the customer owned generating system written proposal within 30 days it shall inform the customer owned generating system of:
   d. Specific information needed to evaluate the customer owned generating system proposal.
   e. The precise difficulty encountered in evaluating the customer owned generating system written proposal.
   f. The estimated date that it will respond to the customer owned generating system written proposal.

4. The commission may become involved in the Company negotiations upon showing by either the Company or the customer owned generating system that a reasonable conclusion cannot be reached under the above guidelines. The commission may provide a waiver to the guidelines and order new negotiation requirements so that a reasonable conclusion can be reached.

Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags.

SPECIAL RULES

1. The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.

2. The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.

3. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules (R460.481- 460.489) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

PARALLEL GENERATION RULES

See Schedule PGXM.

D9. PARALLEL GENERATION-NO PURCHASE BY WPSC PG-5M

EFFECTIVE IN: All territory served.

AVAILABILITY

To customers contracting for electric service, generating electrical energy, and not desiring to sell any electrical energy to the company.

MONTHLY RATE

Deliveries from the company to the customer shall be billed in accordance with the standard applicable rate schedules of the company.

Flow of energy from the customer's generation facilities into the electrical system of the company shall be supplied by the customer without charge to the company.

SPECIAL RULES

1. The company shall install appropriate devices on the Company's metering facilities to prevent the meter from recording any flow of energy from the customer's generation facilities into the electrical system of the Company.

2. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules***(R 460.601a-460.656)*** and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

PARALLEL GENERATION RULES

See Schedule PGXM.

D9. PARALLEL GENERATION-RULES **PGXM**

PARALLEL GENERATION RULES

The following rules shall apply to all customer owned generation facilities that are interconnected with the company's power supply:

1. Interconnection of a generating facility with the company shall not be permitted until application has been made to and approval received from the company. The company may withhold approval for good reason such as failure to comply with applicable utility or governmental rules or laws. The company shall require a contract specifying reasonable technical connection and operating aspects for the parallel generating facility.

2. The company may require that for each generating facility there be provided between the generator or generators and the company system a lockable load-break disconnect switch. For installations interconnected at greater than 600 volts a fused cutout switch may be substituted, where practicable. The switches shall be accessible to the company for the purpose of isolating the parallel generating facility from the company system when necessary.

3. The company shall require a separate distribution transformer for a customer having a generating facility where necessary, for reasons of public or employee safety or where the potential exists for the generating facility causing problems with the service of other customers. Ordinarily this requirement should not be necessary for an induction-type generator with a capacity of 5 Kw or less, or other generating units of 10 Kw or less that utilize line-commutated inverters.

4. Where necessary, to avoid the potential for a facility causing problems with the service of other customers, the company shall limit the capacity and operating characteristics of single-phase generators in a manner consistent with its existing limitations for single-phase motors. Ordinarily single-phase generators should be limited to a capacity of 10 Kw or less.

5. The company shall require that each generating facility have a system for automatically isolating the generator from the company's system upon loss of the company supply, unless the company desires that the local generation be continued to supply isolated load. For synchronous and induction generators such protection against continued operation when isolated from the company system will ordinarily consist of overcurrent protection, fuse or circuit breaker, plus a voltage or frequency controlled contactor which would automatically disconnect the unit whenever its output voltage or frequency drifted outside predetermined limits, such as plus or minus 10% of the rated values. Other suitable protective systems against abnormal voltages or frequencies may be accepted by the company.

6. The company shall require that the customer discontinue parallel generation operation when it so requests and the company may isolate the generating installation from its system at times:
   a. When considered necessary to facilitate maintenance or repair of company facilities.
   b. When considered necessary during system emergencies.
   c. When considered necessary during such times as the generating facility is operating in a hazardous manner, or is operating such that it adversely affects service to other customers or to nearby communication systems or circuits.

7. The owner of the generating facility shall be required to make the equipment available and permit entry upon the property by company and communication utility personnel at reasonable times for the purposes of testing isolation and protective equipment, and evaluating the quality of power delivered to the company's system; and testing to determine whether the local generating facility is the source of any electric service or communication systems problems.

8. The power output of the generating facility shall be maintained such that frequency and voltage are compatible with normal company service and do not cause that company service to fall outside the prescribed limits of commission rules and other standard limitations.

9. The generating facility shall be operated so that variations from acceptable voltage levels and other service impairing disturbances do not result in adverse effects on the service or equipment of other customers, and in a manner which does not produce undesirable levels of harmonics in the company power supply.

(Continued on Sheet No. D-150.00)

D9. PARALLEL GENERATION-RULES **PGXM**

(Continued from Sheet No. D-149.00)

PARALLEL GENERATION RULES (Cont.)

10. The owner of the generating facility shall be responsible for providing protection for the owner's installed equipment and for adhering to all applicable national, state and local codes. The design and configuration of certain generating equipment such as that utilizing line-commutated inverters sometimes requires an isolation transformer as part of the generating installation for safety and for protection of the generating facilities.

11. The owner of a generating facility interconnected or proposed to be interconnected with the ***C***ompany system may appeal to the commission should any requirement of the ***C***ompany service rules filed in accordance with the provisions of PSC 113.70 be considered to be excessive or unreasonable. Such appeal will be reviewed and the customer notified of the commission's determination.

12. The ***C***ompany will notify telephone utility and cable television firms in the area when it knows that customer-owned generating facility is to be interconnected with its system. This notification shall be as early as practicable to permit coordinated analysis and testing in advance of interconnection, if considered necessary by the electric or telephone utility or cable television firm.

13. The owner of the generating facility shall be required to pay all interconnection costs, including any metering transformers, incurred by the ***C***ompany. Said costs, including financing costs, shall be paid by the owner within two years of the installation date of the interconnection facilities.

14. The owner of the generating facility shall be required to have liability insurance on the generating facility of at least $100,000 or be able to prove financial responsibility.

15. Electric service to a customer owned electric generation installation may be disconnected for failure to comply with these parallel generation rules.

16. The Company may purchase renewable energy credits (RECs) from qualifying facilities (QFs).

D10. POLE ATTACHMENT TARIFF **PA-1M**

EFFECTIVE IN All territory served.

TERMS AND CONDITIONS
AVAILABILITY

This schedule is available to any "attaching party", as defined below, that executes a pole attachment contract with the company including the terms and conditions below.

1. Definitions
   a. Upper Michigan Energy Resources Corporation will be referred to as "Company".

   b. Any person, firm, corporation, partnership or cooperatively organized association, other than a utility or a municipality, which seeks to construct attachments upon Company poles will be referred to as "attaching party".

   c. "Attachments" means any wire, cable, facility, or apparatus for the transmission of writing, signs, signals, pictures, sounds, or other forms of intelligence or for the transmission of electricity for light, heat, or power, installed by an attaching party upon any pole owned or controlled by the company.

2. Any attachments to company poles shall be covered by a Pole Attachment Agreement between the attaching party and the company covering in detail the scope, terms and conditions of any and all attachments to company poles. All pole attachment agreements will be filed with the Michigan Public Service Commission and will be deemed approved by the commission as to rates, terms and conditions of attachment unless the commission on its own motion, within 20 days of the company's filing, indicates disapproval. The terms and conditions of the pole attachment agreements shall be in substantial conformance with this tariff and shall include at least the following points:
   a. The company reserves the right to exclude any of its poles from joint use when in its judgment such joint use would interfere with company service requirement, including but not limited to considerations of economy and safety.

   b. The attaching party's cable and wire facilities shall be erected and maintained in accordance with the requirements of the National Electrical Safety Code, The National Electrical Code, Michigan State Electrical Code and applicable practice requirements and specifications of the company, or any amendments or revisions of said codes, practices or specifications and in compliance with any rules or orders now in effect or that may hereafter be issued by the Public Service Commission of Michigan or other governmental authorities having jurisdiction.

   c. Before making attachments to poles attaching party shall apply for and receive a permit from company. Attaching party shall agree to reimburse company for all costs incurred in making field surveys and studies of the poles included in any application which are undertaken in order to determine what equipment rearrangements or other pole changes are necessary to make space available to attaching party.

   d. The costs referred to in this tariff shall be company's fully loaded costs, or derived from its normal accounting and costing procedures.

   e. Right-of-way for attaching party's attachments
      1) Attaching party shall furnish company satisfactory evidence of its authority to erect and maintain facilities within public streets, highways and other thoroughfares and shall secure any necessary consents from governmental authorities or from the owners of property where necessary, to construct and maintain facilities at the location of poles which it desires to use.
      2) Consent by company to the construction or maintenance of any facilities of attaching party shall not be deemed an acknowledgement that attaching party has the necessary authority to construct or maintain any such facilities. Attaching party will indemnify, protect and save harmless Company from any and all claims, damages or expenses incurred by it resulting from any question or order by any state, municipal or other governmental authority or by any owner of property or by any other person, concerning the right of attaching party to construct or maintain its facilities as provided in the Pole Attachment Agreement.

(Continued on Sheet No. D-152.00)

D10. POLE ATTACHMENT TARIFF **PA-1M**

(Continued from Sheet No. D-151.00)

f. Replacement and/or Rearrangement of Facilities

1) If company deems a pole, to which attaching party desires to attach, to be inadequate to support the additional facilities, the pole shall be replaced with an adequate one if so requested by attaching party and attaching party shall reimburse company as follows:

a) When the pole is to be replaced with one which is to be owned by company, attaching party shall pay to company the cost in place of the new pole and the cost of transferring the facilities of company to the new pole, together with any other costs incurred by company in such replacement (such as the cost of removing the old pole). However, there shall be deducted a credit for salvage or used service life, whichever is greater, of the old pole removed. Costs, if any, incurred in such replacement by other occupants of the old pole shall be paid by attaching party directly to the other occupants.

b) When the pole is to be replaced with one which is to be owned by an existing occupant other than company, attaching party shall pay to company the cost of transferring the facilities of company to the new pole, together with any other costs incurred by company in such replacement (such as the cost of removing the old pole). However, there shall be deducted a credit for salvage or used service life, whichever is greater, of the old pole removed. Costs incurred in such replacement by other occupants of the old pole shall be paid by attaching party directly to the other occupants.

2) Attaching party agrees to reimburse company for all costs incurred by company in rearranging its existing attachments to accommodate attaching party, when such rearrangements are requested by attaching party.

3) Any additional support or strengthening of poles through the use of guying or other means required to accommodate the attachments of attaching party shall be provided by and at the expense of attaching party and to the satisfaction of company and all existing occupants other than company on the pole.

g. Maintenance of Attachments

1) Attaching party shall, at its own expense, make and maintain its attachments in safe condition and good repair, in a manner suitable to company so as not to impair use of any pole by company or by other existing occupants other than company at any time or interfere with the working use of facilities attached or which may from time to time be attached thereto by company. Attaching party shall at any time, at its own expense, upon notice from company, relocate, replace, transfer or renew its facilities attached to said pole or perform any other work in connection with said facilities that may be required by company. In cases of emergency (as determined by company), company may relocate or transfer facilities attached to said pole by attaching party or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said pole or associated appurtenances. Attaching party shall reimburse company for the expense thereby incurred.

2) Should any pole be replaced by company because of deterioration, or because of the requirements of public authorities or property owners, or because of the increased requirement of the company and/or the attaching party, in addition to being obligated to transfer its attachments to the new pole at its own expense, attaching party shall reimburse company for the cost of any increment of pole height and strength provided specifically for the attaching party's sole requirements over and above the pole height and strength required by the company.

3) Should any pole be replaced by company solely because of the attaching party's increased requirements, in addition to being obligated to transfer its attachments to the new pole at its own expense, attaching party shall be liable for those costs and expenses associated with the replacement of the pole which are described in paragraph f., being applicable when a replacement of a pole is required to accommodate the attaching party's initial attachments.

(Continued on Sheet No. D-153.00)

D10. POLE ATTACHMENT TARIFF **PA-1M**

(Continued from Sheet No. D-152.00)

4) Should the increased requirements of the company, without any increase in the requirements of the attaching party, call for the replacement of any pole, and if said pole could have accommodated the requirements of the company without replacement if it were not for the fact that the attaching party occupies the space thereon that it does, and if the pole, when installed, had not been furnished and set at some cost to attaching party, the attaching party shall rearrange its attachments, if that is possible, or shall vacate the pole, all at its own expense, or shall authorize the replacement of the pole to permit its continued occupancy of a pole at the location concerned. In this latter event the attaching party shall be liable for those costs and expenses associated with the replacement of the pole described in paragraph f., as being applicable when a replacement of a pole is required to accommodate the attaching party's initial attachments, including the cost of transferring its own attachments.

5) If said pole would have to be replaced even if it were not occupied by the attaching party, the attaching party, if it desires to occupy the new pole on replacement, shall transfer its attachments thereto at its own expense but shall not be liable for any portion of the cost of the new pole.

h. Termination of Attachments

1) The right to attach to any pole shall terminate immediately upon notice from company to attaching party that its use of the pole is forbidden by governmental authorities or others having jurisdiction and the attaching party shall promptly remove all of its attachments.

2) Company reserves the right to require attaching party to remove its attachments from any pole abandoned by the company but under such circumstances attaching party shall have the option to purchase such pole from the company if it first obtains all necessary authorization for the pole's continued placement. Company shall not be compelled to maintain any pole for a period longer than that demanded by its own service requirements.

i. Attachment Charges

1) Attaching party shall pay company $3.74 per year for each pole attached to.

2) The company reserves the right to review these charges periodically and make adjustments based on the company's then current costs, subject to the regulatory authority at the Michigan Public Service Commission.

j. Inspection of Joint Use Attachments

1) Company reserves the right to inspect each new attachment of attaching party. Attaching party shall, upon demand, reimburse the company for all costs related to this inspection.

2) Company reserves the right to make periodic inspections, at reasonable intervals as conditions warrant, of the entire plant of the attaching party or any part thereof. When any such inspection shall reveal any noncompliance with any of the provisions of this tariff the attaching party shall reimburse the company for all inspection costs incurred and shall promptly correct any noncompliance situation found at its own expense.

3) Failure to make such inspections shall not relieve attaching party of any responsibility, obligation or liability, nor shall failure to inspect be deemed a waiver of any rights company may have under this tariff.

k. If attaching party shall fail to comply with any of the provisions of the Pole Attachment Agreement or default in any of its obligations under the Pole Attachment Agreement, and shall fail within 30 days after written notice from company to correct such default or noncompliance, company may forthwith terminate the Pole Attachment Agreement in its entirety or to terminate the specific permit or permits to the extent to which they relate to the pole or poles as to which such default or noncompliance shall have occurred.

l. The attaching party shall indemnify, protect and hold harmless the company from and against any and all damages, injuries, claims or costs resulting in any manner from the attaching party attachment to company poles as specified in the Pole Attachment Agreement.

D11. POWER SUPPLY DEFAULT SERVICE **PSDS**

APPLICABLE TO: All areas served.

AVAILABILITY AND PRIOR NOTICE REQUIREMENTS

This service is available, on a best-efforts basis to a Customer requesting power supply service with less than twelve months prior notice given to Company. The Company is not required to build or purchase new capacity or interrupt firm Customers to provide service under this schedule.

CONDITIONS FOR MANDATORY DEFAULT SERVICE

This service is mandatory for a Customer receiving distribution delivery service from Company and who has no AES Power Supply or Company Power Supply. Company will, on a best efforts basis, provide power supply service to Customer. Customer is obligated to pay the Company for all costs associated with Company providing the Customer with Power Supply Default Service.

RETAIL ACCESS SERVICE TARIFF

Service according to this schedule is subject to the terms and conditions contained in Retail Access Service Tariff RAST. Specifically, section 2.6 of Retail Access Service Tariff RAST describes additional conditions under which a Customer may receive Default Service.

TYPE OF SERVICE

Under Power Supply Default Service, Company is committed to provide, if available, Electric Power Supply to meet the Customer's load. This supply is delivered to the Customer's Distribution Point of Receipt in the amount required to adequately serve the customer load plus the applicable Distribution System Electric Power Losses as specified on Sheet No. E-17.22. In securing Default Service to meet the Customer's load, the Company may be required to request additional electric transmission to accommodate delivery of Power Supply.

TERM AND FORM OF CONTRACT AND PRIOR NOTICE PROVISIONS

For all service under this schedule the Customer shall sign a written Power Supply Default Service Agreement either prior to or as soon as possible after an AES default condition exists and the customer needs the Company to provide power supply. The maximum term for Power Supply Default Service is twelve months.

SUPPLY DEFAULT SERVICE CHARGE

The price for each hour of usage under this schedule shall be the greater of:

1. The Company's applicable System Supply Service rate for the Customer(s) according to the applicable Company rate schedule, or

2. 110 percent times the sum of Company's highest hourly incremental cost of any purchases of Power and allocated capacity costs associated with any purchases utilized to meet the Customer(s) hourly electricity load plus distribution losses, plus applicable transmission charges, or

3. 110 percent times the sum of Company's highest hourly incremental cost of generation and allocated capacity costs associated with generation utilized to meet the Customer(s) hourly electricity load plus distribution losses, plus applicable transmission charges.

(Continued to Sheet No. D-155.00)

D12. TRAILER PARK SERVICE (CLOSED) **PSDS**

(Continued from Sheet No. D-154.00)

EFFECTIVE IN All territory served.

AVAILABILITY

This schedule is available to the operator of any trailer park where such service was being billed under this schedule as of 4-15-66 and has been billed at the same location under this schedule continuously since that date but is not available to operators of groups of cottages or cabins or to motor courts or motels where the nature, number, and size of electric energy consuming devices are under the ownership or nominal control of the operator.

RATE

The standard rate applicable to the type of service taken and effective in the area where such service is rendered.

CONDITIONS

Trailer park operators will take and pay for all service through a single company-owned meter and will furnish the distribution system necessary to bring service to each trailer lot. Such distribution system will be so operated and maintained by the operator as to cause no interference with service to other customers of the company.

The trailer park operator may include electric service as an incident to rent for trailer space without specific charge therefore, or he may submeter it through his own meters and rebill it to the tenants. If submetering is practiced, the operator will furnish electric service to his tenants at rates not exceeding the company's rate for residential electric service effective in the territory in which the trailer park is located.

D12. ENERGY WASTE REDUCTION (EWR) **EWR**

ENERGY WASTE REDUCTION SURCHARGE

This surcharge permits, pursuant to Section 91(4) of 2008 PA 295, as amended by 2016 PA 342, the adjustment of distribution rates, via the application of an Energy Waste Reduction Surcharge, to allow recovery of the energy waste reduction alternative compliance payment made by the Company in compliance with Section 91(1) of 2008 PA 295, as amended by 2016 PA 342.

All customer bills subject to the provisions of this tariff, including any bills rendered under special contract, shall be adjusted by the Energy Waste Reduction Surcharge per kWh or Customer as follows:

Tariff	Energy Charges
Rg-1M	$***0.0027*** /kWh
RG-OTOU-1M	$***0.0027*** /kWh

Tariff	Per Month/Meter	Per Day/Meter
Cg-1M	***$3.48***	***$0.1144***
Cg-1M Seasonal	***$6.96***	***$0.2288***
Cg-OTOU-1M	***$3.48***	***$0.1144***
Cg-OTOU-1M Seasonal	***$6.96***	***$0.2288***
Cg-3M	***$47.54***	***$1.5630***
Cg-3M Seasonal	***$95.08***	***$3.1260***
Mp-1M	***$47.54***	***$1.5630***
Cp-1M (Secondary)	***$82.58***	***$2.7150***
Cp-1M (Primary)	***$82.58***	***$2.7150***
Cp-1M (Transmission <10MW)	***$3,014.92***	***$99.1207***
Cp-1M (Transmission >10MW)	***$11,535.19***	***$379.2391***
Ls-1M	***$0.28***	***$0.0092***

D13. RATE REALIGNMENT ADJUSTMENT (RRA) RRA

The Rate Realignment Adjustment (RRA) permits, pursuant to MCL 460.11(6), the adjustment of rates to move rates to cost of service.

For customers that purchase power supply service from the Company, the RRA per kWh below is applicable. Customers taking service under the Retail Access Service Tariff (RAST) are not subject to the RRA.

RATE REALIGNMENT ADJUSTMENT

Rate Schedule	$/kWh
Rg-1M	***$0.01029***
RG-OTOU-1M	***($0.00244)***
Cg-1M	***($0.01407)***
Cg-3M	***($0.00795)***
CG-OTOU-1M	***($0.03014)***
Cp-1M	***($0.00123)***
Mp-1M	***($0.00061)***
Ls-1M (Street)	$0.00329
Ls-1M (Private)	***$0.01614***

D14. TAX CUTS AND JOBS ACT OF 2017 CREDIT (TCJA) TCJA

TCJA Credits and surcharges are applicable to the rate schedules as indicated below for customers that purchase power supply service from the Company. Customers shall receive the Credit A and Calculation C Credit until the Company is authorized new base rates in a general rate case proceeding.

		Calculation C Credit	
		Effective	
		July 1, 2020	Effective
	Credit A	***to Dec. 31, 2020***	***Jan. 1, 2021***
Rate Schedule No.	$/kWh	$/kWh	$/kWh
Rg-1M	(.00455)	***(.00084)***	***(.00058)***
RG-OTOU-1M	(.00363)	***(.00082)***	***(.00060)***
Cg-1M	(.00363)	***(.00086)***	***(.00067)***
Cg-3M	(.00361)	***(.00062)***	***(.00039)***
Cg-OTOU-1M	(.00343)	***(.00073)***	***(.00057)***
Cp-1M, Cp-I	(.00110)	***(.00020)***	***(.00014)***
Mp-1M	(.00329)	***(.00078)***	***(.00061)***
Ls-1M	(.00800)	***(.00162)***	***(.00118)***

The following rate schedules shall receive a TCJA Credits and surcharges as indicated above consistent with the rate schedule under which the customer is served.

Rate Schedule No.
PG-1M
PG-1AM
PG-1BM

TCJA Credits and surcharges are applicable to the rate schedules as indicated below for customers taking service under the Retail Access Service tariff (RAS-1). Customers shall receive the Credit A and Calculation C Credit until the Company is authorized new base rates in a general rate case proceeding.

		Calculation C Credit	
		Effective	
		July 1, 2020	Effective
	Credit A	***to Dec. 31, 2020***	***Jan. 1, 2021***
Rate Schedule No.	$/kWh	$/kWh	$/kWh
Rg-1M	(.00163)	(.00019)	(.00019)
RG-OTOU-1M	(.00111)	(.00013)	(.00013)
Cg-1M	(.00108)	(.00013)	(.00013)
Cg-3M	(.00055)	***(.00010)***	***(.00006)***
Cg-OTOU-1M	(.00090)	(.00012)	(.00012)
Cp-1M	(.00017)	(.00003)	***(.00002)***
Mp-1M	(.00062)	(.00007)	(.00007)
Ls-1M	(.00570)	(.00066)	(.00066)

SECTION E - RATE AREAS 1 & 2
RETAIL OPEN ACCESS SERVICE AND RATES

RETAIL ACCESS SERVICE RAS-1

1.0 INTRODUCTION

This tariff is intended to provide the terms and conditions associated with Retail Access Service as well as provide information regarding the roles of the various market participants.

In cases where a Customer chooses to participate in Retail Access Service and obtain Generation Service from an Alternative Electric Supplier (AES), the Company will maintain a relationship and interact with two separate participants -- the Customer and the AES.

1.1 Customer Role

The Customer is the end-user of Power at one or more locations in the State of Michigan who has facilities connected to the Company's Distribution System. Under Retail Access Service, the Customer will conduct transactions with at least two participants - the Company and an AES. The decision to choose an AES or to remain on Company service will be made by the Customer.

The Customer must already be connected to the Company's Distribution System as a Full Requirements Service Customer or meet the requirements for new Customers connecting to the Company's Distribution System as defined in the Company's applicable tariffs and service rules.

1.2 Supplier Role

An Alternative Electric Supplier (AES) is a Person that has been licensed to sell retail electricity in Michigan. AESs take title to Power and sell Power in Michigan's retail electric market.

An AES makes necessary arrangements to provide Power to Customers, assembles products and/or services, and sells the products and/or services to Customers. AESs must meet all applicable statutory and regulatory requirements of Michigan and federal law.

Market participation responsibilities of the AES include: scheduling energy, obtaining and paying for transmission and ancillary services (including energy imbalance charges), and payment or provision of energy for losses incurred on the Transmission System and the Distribution System to deliver Power. The AES is responsible for assuring power supply, arranging deliveries to the Company's Distribution System and managing its own retail sales.

1.3 Definitions

Alternative Electric Supplier (AES): a Person properly licensed by the Commission to sell electric Generation Service to retail Customers in the state of Michigan. AES does not include the Person who physically delivers electricity from the AES directly to retail Customers in Michigan.

Commission: the Michigan Public Service Commission.

Company: Upper Michigan Energy Resources Corporation or its agent.

Customer: (for purposes of Retail Access Service) a Person with electrical load facilities connected to the Company's Distribution System and to whom Power is delivered to its Location(s) pursuant to this tariff. All Customers, regardless of the voltage level of the service, are considered to be connected to the Company's Distribution System.

Default Service: Generation Service provided by the Company to Customers who are no longer being served by an AES for any number of reasons, in situations where the Customer is not eligible for Full Requirements Service.

(Continued on Sheet No. E-2.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-1.00)

1.3 Definitions (Contd)

Demand: the amount of Power required to meet the Customer's load at a given instant or averaged over any designated interval of time, expressed in kilowatts or megawatts.

Distribution Point of Delivery: the point of interconnection between the Company's Distribution System and the Customer's service Location.

Distribution Point of Receipt: the point of interconnection between the Company's Distribution System and the Transmission System or other facilities where electric Energy is received for delivery to a Customer.

Distribution System: facilities operated by the Company for the purpose of distributing electric power within the Company's electric service territory, which are subject to the jurisdiction of the Commission.

Drop Request: a request by an AES to terminate Generation Service to a Customer.

Energy: the capacity for doing work. In the context of this tariff the word energy refers to "electrical energy". Energy is usually measured in kilowatt-hours (kWh).

Energy Meter: a meter capable of measuring and recording energy on a kWh basis.

Enrollment: a transaction between an AES and a Customer whereby a Customer accepts electric service from the AES according to the terms of the AES's offer.

Full Requirements Service: the provision of retail regulated electric service including generation, transmission, distribution and ancillary services all provided by the Company.

Generation Service: the provision of electric Power and related ancillary services.

Interval Demand Meter: a meter capable of measuring and recording kW demands and kVAR demands on a sub-hour time interval and hourly integrated basis and measuring energy in kWh on a cumulative basis.

Legally Authorized Person: 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.

Load: any end-use device drawing energy from the electric system.

Load Profile: an allocation of a Customer's electricity usage to discrete time intervals over a period of time, based on individual Customer data or class averages, used to estimate electric supply requirements and to determine cost of service to the Customer.

Location: each Customer facility whether owned or leased.

Maximum Demand: the highest 15-minute integrated demand created during the current and previous 11 billing months at each voltage level, whether the Customer received service under this tariff or another Company retail tariff. For Customers that do not have an Interval Demand Meter installed, the Company will determine the Maximum Demand utilizing the average load factor of the rate class of the Customer.

(Continued on Sheet No. E-3.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-2.00)

1.3 Definitions (Contd)

Open Access Transmission Tariff (OATT): Open Access Transmission Tariff of a Person owning or controlling the Transmission System, on file with the Federal Energy Regulatory Commission, as amended from time to time.

Person: an individual, governmental body, corporation, partnership, association, or other legal entity.

Power: a combination of the electric Demand and Energy requirements of the Customer.

Retail Access Service: the service offered by the Company under applicable laws, regulations, tariffs and agreements, which allows the Customer to purchase Generation Service and transmission service from a licensed AES, with Power delivered through the Company's Distribution System.

Regulated Electric Service: the services offered by the Company under terms and conditions approved by the Commission.

Settlement Invoice: a detailed bill of all energy and ancillary services provided to an AES by the transmission service provider, control area operator, or the Company, as appropriate.

Settlement Statement: a reconciliation of the energy and ancillary services scheduled by the AES with those actually consumed or used by the AES and its Retail Access Service customers. The energy and ancillary services will be quantified in units generally accepted by the utility industry, e.g., energy will be measured in kilowatt-hours or megawatt-hours. Contents of the Settlement Statement will be suitable for the preparation of the Settlement Invoice, i.e., energy and ancillary services scheduled and used will be presented for discrete time periods such as hourly or 15-minute intervals.

Slamming: the act of changing the Customer's chosen AES, or changing the Customer from Full Requirements Service to Generation Service from an AES, without the Customer's consent.

Switch: a Customer move from one provider of Generation Service and transmission service to another.

Switch Date: the date on which the Customer is actually assigned to a new AES for purposes of Energy supply responsibility.

Switch Request: a request by an AES to switch a Customer from the Company or another AES to the requesting AES, for Generation Service.

Switch Response: a response sent by the Company to an AES which submitted a Switch Request that confirms the requested Customer switch as pending and provides certain Customer information or, if the Switch Request is denied, provides a reason or invalidation code explaining why the request was denied.

Transition Charge: a surcharge for the recovery of costs associated with the implementation of Retail Access Service and/or the Company's stranded costs arising from implementation of Retail Access Service.

Transmission System: facilities operated by a Person used for transmitting electric Power to the Distribution Point of Receipt, and subject to the jurisdiction of the Federal Energy Regulatory Commission.

Uniform Data Transaction: specific technical arrangements for trading information, initiating business requests and executing other common transactions. These arrangements may encompass a number of electronic media and use specified transport protocols.

(Continued on Sheet No. E-4.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-3.00)

2.0 CUSTOMER SECTION

2.1 Availability
Retail Access Service is available on and after January 1, 2002 to all existing or new Customers that meet the terms and conditions of this Retail Access Service tariff and other applicable Company tariffs, subject to contracting with an AES. The Company will begin to accept and process Switch Requests on and after January 1, 2002.

2.2 Eligibility
A Customer's eligibility to take Retail Access Service is subject to the full satisfaction of any terms or conditions imposed by pre-existing contracts with or tariffs of the Company. Customers must have satisfied any past due amounts for Regulated Electric Service owed to the Company under any other arrangements or provisions for Regulated Electric Service before taking service under this tariff.

2.3 Customer Information
An AES must obtain written authorization from the Customer before the Company will provide an AES with a Customer's currently available usage and billing information. Customers will be provided their own usage and billing information upon request. No fee shall be charged for the first request per calendar year related to a specific Customer account. Subsequent requests will require a fee of $15.00/account (WEPCo Rate Zone) or $20/account (WPSC Rate Zone) that will be billed to the Customer.

2.4 Customer Enrollment and Switching

2.4.1 A Customer will specify only one AES at any given time for the supply of Power to each Customer account or Customer Location.

2.4.2 The AES shall submit to the Company a Switch Request via a Uniform Data Transaction after a required 10-day customer rescission period. The Company's processing will not start until the legal rescission period is over.

2.4.3 The Company will process one (1) valid Switch Request per Customer per meter reading cycle. Where multiple Switch Requests for the same Customer are received during the same meter reading cycle, the Company will process the first valid switch request received during a meter read cycle. A Switch Response for each rejected Switch Request will be sent to the appropriate AES via a Uniform Data Transaction within three (3) business days.

2.4.4 The Company will normally validate a Switch Request within three (3) business days of the receipt of the Switch Request and will transmit a Switch Response to the AES. As part of the validation process, the Company shall notify the Customer in writing that a Switch Request has been received and is being processed. For valid Switch Requests, the Company will at the same time send to the AES currently serving the Customer, via the appropriate Uniform Data Transaction, notice that the AES's service is to be terminated, including the scheduled Customer Switch Date. In the event that the Customer or the new AES cancels the Switch before the Switch Date, the Company will send to the current AES, via appropriate Uniform Data Transaction, notice reinstating the current AES's service unless the current AES has submitted a valid Drop Request.

2.4.5 Customers shall be permitted to change AESs. Customers will be assessed a fee of $15.00 (WEPCo Rate Zone) or $5 (WPSC Rate Zone) processing charge per Customer account for each change beyond one (1) within a calendar year. The change will be submitted to the Company by the Customer's newly chosen AES as a Switch Request.

2.4.6 Other than in situations where Customers require new meter installations as part of a Switch, the Switch Date shall be effective on the next scheduled meter read date that is not less than eight (8) business days after a Switch Request has been validated by the Company. The AES change shall occur at midnight (00:00) local time at the beginning of the effective date.

(Continued on Sheet No. E-5.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-4.00)

2.4 Customer Enrollment and Switching (Continued)

2.4.7 For Customers required to have Interval Demand Meters, Retail Access Service will be subject to the Company installing an Interval Demand Meter at the Customer's expense and at the service location(s) designated for Retail Access Service. If the Customer is not required to have an Interval Data Meter, Retail Access Service is contingent upon the Customer agreeing to be subject to the load profiling method used by the Company to determine the Customer's interval load data or having the Company install an Interval Demand Meter at the Customer's expense.

2.5 Metering and Load Profiling

2.5.1 Metering equipment for Customers taking Retail Access Service shall be furnished, installed, read, maintained and owned by the Company. Customer accounts with a threshold of 30,000 kWh in 3 consecutive months or more (WEPCo Rate Zone) or 25 kw or more (WPSC Rate Zone) that receive service under Retail Access Service shall be required to have an Interval Demand Meter and time and material costs to install the Interval Demand Meter will be assessed to the Customers unless the charges are otherwise stated in the applicable distribution service tariff.

The Company reserves the right to require the installation of an Interval Demand Meter for a Customer not meeting the criteria in Section 2.5.1 of this tariff at the Company's expense, for the purpose of determining the Customer's hourly load for settlement. The Customer will not be subject to a fee for this service unless the growth in the Customer's load reaches or surpasses the criteria in Section 2.5.1 of this tariff.

2.5.2 For Customers required or who elect to have an Interval Demand Meter, the Company may require that the meter be read via telephone. In such cases, Customers may be required to provide telephone connection for purposes of meter interrogation by the Company. The Customer shall be responsible for all costs of the telephone connection.

If a Customer is not able to allow sharing of a telephone connection, the Customer may be required to obtain a separate telephone connection for such purposes and Customer shall pay all charges therewith. The Customer is responsible for assuring the performance of the telephone connection.

2.5.3 In cases where a telephone connection used by the Company for meter interrogation is out of service, the Company may retrieve the data manually for a nominal monthly fee of $15.00 (WEPCo Rate Zone) or $28 (WPSC Rate Zone) payable by the Customer. In the event that the telephone connection is out for three consecutive billing months, the Customer's Retail Access Service may be terminated and the Customer will be returned to service under the Company's Full Requirements Service tariffs subject to the provisions of Section 2.6, unless said outage is due to non-performance by the telecommunication service provider.

2.5.4 For Customers not required to have an Interval Demand Meter installed, i.e., subject to Load Profiling per section 2.5.7, when monthly metered Energy data is not available due to metering errors, malfunctions, or otherwise, the usage will be estimated by the Company using the procedure approved by the Commission under applicable rules and practices.

2.5.5 For Customers with Interval Demand Meters installed, i.e., not subject to Load Profiling requirements, where monthly metered Energy data is not available due to metering errors, malfunctions, or otherwise, the billing quantities will be estimated by the Company using the available historical data and other relevant information for the Customer.

(Continued on Sheet No. E-6.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-5.00)

2.5 Metering and Load Profiling (Contd)

2.5.6 Customers who choose Retail Access Service and who have Interval Demand Meters will have their Energy consumption and Demand for settlement purposes based on the data from the Interval Demand Meters. This method to calculate Energy consumption and Demand does not apply to those Customers who have an Interval Demand Meter installed by the Company solely for load research purposes.

2.5.7 Customers who choose Retail Access Service but do not meet the criteria in Section 2.5.1 of this tariff, will have, unless the Company has exercised its right to require an Interval Demand Meter under Section 2.5.1, the option to use a calculated Load Profile to estimate Energy consumption patterns. If a Customer chooses to install an Interval Demand Meter, that Customer will be assessed time and material costs to install the Interval Demand Meter unless charges are otherwise stated in the applicable distribution service tariff.

2.5.7.1 The Company will determine the Load Profiles utilizing the system residual method. The Company reserves the right to modify or change the Load Profiling method after proper review and consideration by the Commission.

2.5.7.2 The system residual Load is calculated for each one (1) hour interval as the difference between the total measured or estimated system Load and the sum of the Interval Demand Metered Loads including losses and the deemed Loads including losses.

2.5.7.3 The Company may apply a deemed profile to some Loads with simple predictable use patterns, such as street lighting or irrigation. Deemed profiles are calculated by assuming on- and off-times each day and assuming constant Load when on.

2.6 Return to Full Requirements Service

2.6.1 The AES shall transmit a Customer Drop Request to the Company via a Uniform Data transaction when the Customer requests return to Full Requirements Service or when AES service is not being continued for any reason. The AES shall inform the Customer of the Drop Request in writing.

2.6.2 The Company will normally validate a Drop Request within three (3) business days of the receipt of the Drop Request and will transmit a Drop Response to the AES. As part of the validation process the Company will notify the Customer in writing that a Drop Request has been received and is being processed.

2.6.3 The actual switch of the Customer from AES service to Full Requirements Service shall be effective on the next scheduled meter read date that is not less than eight (8) business days after the Drop Request has been validated by the Company. The return to Full Requirements Service (or Default Service for Customers meeting criteria of 2.6.5) shall occur at midnight (00:00) local time at the beginning of the effective date.

2.6.4 All customers whose total load is less than 4 MW Maximum Demand shall return to Full Requirements Service on the same terms as any new customer applying for Full Requirements Service. Any such Customers returning to Full Requirements Service shall be ineligible to switch to an AES for a period of twelve (12) months thereafter.

2.6.5 Customers whose total load is greater than or equal to 4 Mw Maximum Demand ("large load Customers" as used herein) shall return to the Company's Default Service tariff initially and will not be eligible for Full Requirements Service until after a notice period, not to exceed 12 months, to allow the Company to secure incremental generating capacity to serve the returning large load Customer without adversely impacting Customers who have chosen to remain with the Company. The Company will return the large load Customer to Full Requirements Service from Default Service no later than 12 months after the Customer has returned to utility service. Customers may switch to another AES at any point during the period that they are on Default Service.

(Continued on Sheet No. E-7.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-6.00)

2.6 Return to Full Requirements Service (Continued)

2.6.6 In the event that a Customer is slammed by an AES from Full Requirements Service and desires to return to Full Requirements Service, the Company will waive the notice period not to exceed twelve months. The Company's Default Service does not apply to such Customers.

2.6.7 In the event a Customer is returned to Company service after being dropped by the AES or due to the bankruptcy of the AES, or upon the AES's complete withdrawal from the market, the Customer will be served under the Company's Default Service tariff. The Customer may return to Full Requirements Service under the provisions of 2.6.1 to 2.6.3 above.

2.7 Billing and Payment

2.7.1 The Company will bill the Customer for Retail Access Service as outlined in section 3.3 of this tariff.

2.7.2 The Customer shall pay the Company the amount billed by the Company on or before a due date established by Customer billing rules approved by the Commission in accordance with the Commission's ***C***onsumer ***S***tandards and ***B***illing ***P***ractices ***for Electric and Natural Gas Service***, R 460.101-460.169, as amended.

2.7.3 Where incorrect billing results from a calculation error discovered by either the Company, the AES or the Customer, the error will be corrected and revised bills for the Customer and the AES will be calculated and settled on the next billing period after the error is discovered. Billing errors discovered by the Company shall be adjusted as provided for in the residential and commercial and industrial billing rules.

2.8 Disconnection of Service

2.8.1 The Company is the only Person allowed to physically shut off service to a Customer.

2.8.2 Disconnection of service to a Customer for nonpayment of the Company's bill or for any violation of the Company's tariffs shall be in accordance with applicable Commission rules and Company tariffs. The Company will provide notice to the AES of the date/time of actual disconnection. The Company shall not be liable for any losses to the AES due to disconnection.

2.9 Customer Protections

2.9.1 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.

2.9.2 It is the AESs 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. 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:

i. An original signature from the customer account holder or Legally Authorized Person
ii. Independent third party verification with an audio recording of the entire verification call
iii. An e-mail 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.

(Continued on Sheet No. E-8.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-7.00)

2.9 Customer Protections (Continued)

2.9.3 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.

2.9.4 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.

2.9.5 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.

3.0 ALTERNATIVE ELECTRIC SUPPLIER SECTION

3.1 Availability

The Company will not process any switch Request from an AES unless and until:

3.1.1 The AES has been granted a license as an electric Power provider by the Commission.

3.1.2 The AES has demonstrated creditworthiness as described in Section 3.5.

3.1.3 AES has complied with all applicable statutory and administrative requirements.

3.1.4 The AES has demonstrated Uniform Data Transaction capability, which meets the Company's defined standards and protocols.

3.1.5 The AES has executed a Retail Access Service agreement (which may include, but is not limited to, a portfolio of Customers, negotiated services, etc.) with the Company and complied with the Company's Customer enrollment requirements to prevent Slamming of Customers.

3.1.6 The AES has obtained a valid agreement from the Customer, indicating that the Customer has chosen to Switch to the AES for Generation Service.

3.1.7 The AES has executed agreements with the appropriate transmission provider(s), control area(s) and ancillary services provider(s) as applicable.

3.2 Switch Requests

Service availability shall be on and after January 1, 2002 for all eligible Customers. All Switch Requests will be handled in accordance with Section 2.4 of this tariff, and will be accepted for processing by the Company on or after January 1, 2002.

(Continued on Sheet No. E-9.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-8.00)

3.3 Billing

3.3.1 Unless otherwise agreed, the Company and the AES will separately bill the Customer for the respective services provided by each. The Customer will receive two separate bills and is responsible for making payments to the Company for service provided in accordance with requirements of the Company as set forth in the applicable billing rules and Commission approved tariffs.

3.3.2 The Company may elect to offer a service where it bills the Customer for services that the Company provides as well as the services provided by an AES. When the Company bills for charges on behalf of an AES, the following conditions will apply:

A. The Company and the AES must have entered into a billing agreement, which specifies the terms, conditions and charges under which such billing will occur.
B. Discrepancies in charges collected and remitted will be corrected and reflected in the subsequent billing cycles.
C. Payments received from or on behalf of a Customer shall be applied in the following order:
   1. To the Company's past due and current distribution and distribution related charges,
   2. To the AES's past due and current Generation Service and transmission supply charges,
   3. To the Company's other charges, and
   4. To the AES's other charges.
D. Optional Services (i.e., billing and remittance processing, credit and collections, meter read information, Customer information, etc.) may be provided by the Company pursuant to terms negotiated with the AES, and shall be offered on a non-discriminatory basis.
E. Amounts owed to the Company by an AES may be deducted from the AES's Customer payments received by the Company prior to remittance to the AES.
F. The Company will not pursue collections action for any AES.

3.3.3 Unless otherwise specified by the Company, all payments made to the Company by the AES will be made by electronic funds transfer to the Company's account.

3.4 Terms and Conditions of Service

3.4.1 The AES is responsible for providing Power to be transmitted by the appropriate transmission provider(s) to the Company's Distribution Point of Receipt. The AES shall meet all obligations necessary to schedule Power to match the Customer's Load, subject to energy imbalance charges and penalties in accordance with the terms of the OATT of the transmission provider(s). The AES shall comply with all applicable requirements of NERC and any regional reliability council or their successor organization(s) associated with the AES's deliveries to the Company's facilities and will meet all applicable requirements according to the transmission provider(s)' OATT.

3.4.2 An AES must obtain and maintain a minimum aggregate load of 1,000 kW of Maximum Demand of Customers in Company's service territory to provide Retail Access Service to Customers.

3.4.3 Retail Access Service may not commence until metering has been installed as specified in this Tariff as outlined in section 2.5.

3.4.4 The AES will provide the Company daily energy schedules for all services including losses associated with use of the Distribution System. The AES will provide verification that it has arranged for and scheduled transmission service to deliver Energy and that the energy schedule has been approved by the transmission provider(s), and that the AES has covered energy losses on the Transmission System(s).

(Continued on Sheet No. E-10.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-9.00)

3.4 Terms and Conditions of Service (Continued)

3.4.5 The AES will pay the Company for all applicable ancillary services, emergency energy services and backup services provided by the Company to the AES for the AES's Customer(s) from the service commencement date to the service termination date under applicable tariffs.

3.4.6 The Company shall bill the AES for all associated switching fees incurred as a result of Slamming by the AES plus the actual administrative cost incurred for switching a Slammed Customer from one rate service to another.

3.4.7 An AES shall not resell Customer account information or transfer it to other parties for any purpose.

3.5 Creditworthiness

3.5.1 Except as otherwise provided in Sections 3.5.2 and 3.5.3 below, an AES must provide security for performance of its obligations to the Company in the form of cash deposit, surety bond, letter of credit, acceptable affiliate guarantee or a combination of these methods. The total amount of the security shall be equal to one third of the estimated total annual amount to be billed under this tariff by Company to the AES, to be revised as needed to account for AES customer additions during the year. The Company shall be a named beneficiary of any bond or letter of credit, and providers of such instruments shall have an acceptable credit rating. Interest earned on security deposits held by the Company shall be payable to the AES and deposits shall be returned when no longer required. Absent previous interactions between the AES and the Company, or where the business interactions span a time period of less than two (2) years, the AES shall provide to Company a historical record of up to two (2) years, documenting prompt and timely payment for all charges previously incurred with other business entities involved in the delivery of Power to customers whether in Michigan or another jurisdiction, if available. The AES shall provide copies of its financial statements and credit bureau rating(s) to Company on request.

3.5.2 The security deposit under Subsection 3.5.1 shall no longer be required after the AES has made timely payments of all amounts due under this tariff and has not otherwise defaulted on any obligations to Company for a period of twenty four (24) consecutive months. If the AES fails to make a timely payment or otherwise defaults on its obligations to Company following removal of the security deposit requirement under this subsection, then the security deposit obligation under Subsection 3.5.1 applies and continues in the same manner as provided above for an AES with no established payment and compliance history.

3.5.3 In order to avoid duplication of effort, if the Company has another electric tariff approved by the Commission or FERC that includes creditworthiness standards applicable to AESs, the AES may demonstrate and maintain creditworthiness under those standards.

3.5.4 The AES will notify the Company immediately of any material adverse change in the AES's financial condition that prevents the AES from meeting the creditworthiness conditions of this tariff.

(Continued on Sheet No. E-11.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-10.00)

3.6 Real Power (Distribution) Losses

The AES is responsible for replacing losses associated with the delivery of Power to the Customer's meter. The amount of Power to be delivered by the AES to the Company's Distribution System will be the amount of power to be delivered at the Customer meter plus an amount to reflect the Distribution System loss factors as set forth below:

Rate Area	Schedule	Distribution Loss Factor
1	Rg1	6.343%
1	Cg1, Cg3, TssM, TssU	5.529%
1	Cp1 and Cp4 Low & Med Voltage	2.031%
1	Cp1 and Cp4 High Voltage	0.0%
1	Schedule A	0.0%
1	White Pine Spec Contract	0.0%
2	Primary	1.27%
2	Secondary	4.29%

3.7 Settlement

3.7.1 The Company may produce a periodic preliminary Settlement Statement for the transmission service provider or control area operator, as appropriate, and each AES operating in the Company's distribution service territory. Periodic preliminary Settlement Statements may be issued every one (1) to seven (7) days.

3.7.2 The Company shall produce a final monthly Settlement Statement for the transmission service provider or control area operator, as appropriate, and each AES operating in the Company's distribution service territory.

3.7.3 Final monthly Settlement Statements will be issued fifteen (15) calendar days following the completion of all scheduled meter reads for each billing cycle that begins in the calendar month of the settlement. In the event the fifteenth (15th) calendar day falls on a weekend or holiday, the final monthly Settlement Statement will be issued on the following business day.

3.7.4 The periodic and final monthly Settlement Statements may be issued in paper format or electronically.

3.7.5 The transmission service provider, control area operator, or Company, as appropriate, shall prepare a monthly Settlement Invoice for each AES operating in the Company's distribution service territory based on items listed in the final monthly Settlement Statement and other services that may be provided by the transmission service provider, control area operator, or the Company.

3.7.6 Payment process for the Settlement Invoice shall be comprised of the following two-step process.

A. All Settlement Invoices with net funds owed by the AES are paid to the transmission service provider, control area operator, or the Company, as appropriate, by 1000 Central Prevailing Time (CPT) on the payment date, and

B. All Settlement Invoices with net funds owed to an AES shall be paid by 1400 CPT on the payment date.

3.7.7 In the event the AES does not remit full payment for the monthly Settlement Invoice, the transmission service provider, control area operator, or the Company, as appropriate, will initiate the following procedure:

3.7.7.1 The transmission service provider, control area operator, or the Company, as appropriate, will draw on any available line of credit or security posted by the AES to cover payment shortages.

(Continued on Sheet No. E-12.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-11.00)

3.7 Settlement (Continued)

3.7.7.2 The transmission service provider, control area operator or the Company, as appropriate, may cease scheduling additional energy deliveries for the AES and petition the Commission to de-certify the AES if, after executing any available line of credit or security posted, there is still insufficient funds available to pay in full the monthly Settlement Invoice.

3.7.8 Disputes between the transmission service provider, the control area operator, or the Company, where appropriate, and the AES regarding the final monthly Settlement Statement or the Settlement Invoice shall be resolved utilizing the procedure outlined in section 4.0 of this document.

A revised final monthly Settlement Statement and/or a revised Settlement Invoice will be issued when disputes are resolved or when data errors are corrected that result in a two (2) percent change or greater from the initial final Settlement Statement or initial Settlement Invoice. Resolved disputes or data errors that result in a change to the final monthly Settlement Statement or Settlement Invoice of less than two (2) percent shall be addressed in the next monthly Settlement Statement.

3.8 Customer Protections

3.8.1 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.

3.8.2 It is the AESs 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. 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:

i. An original signature from the customer account holder or Legally Authorized Person
ii. Independent third party verification with an audio recording of the entire verification call
iii. An e-mail 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.

3.8.3 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.

3.8.4 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.

(Continued on Sheet No. E-13.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-12.00)

3.8 Customer Protections (Continued)

3.8.5 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.

4.0 DISPUTE RESOLUTION

4.1 The Company shall have no duty or obligation to resolve any complaints or disputes between AESs and their Customers.

4.2 In the event the Customer or AES has a dispute over the implementation service provided under the transmission service provider's OATT, the dispute shall be resolved using the dispute resolution procedures as described in the appropriate transmission service provider's OATT section.

4.3 In the event a dispute arises between an AES and the Company regarding the Company's Retail Access Service, then the party seeking resolution shall provide the other party with a statement of the dispute and the proposed resolution, delivered to the designated contact person. Upon receipt of a statement of dispute, the Company and/or AES shall attempt to resolve the dispute according to the following process:

4.3.1 The party receiving the statement will investigate the dispute and attempt to resolve the dispute informally in a manner that is satisfactory to both parties within 5 business days of initial receipt of the statement.

4.3.2 If the dispute is not resolved in five business days, the parties shall attempt to resolve the dispute by promptly appointing a senior representative of each party to attempt to mutually agree upon a resolution. The two senior representatives shall meet within ten (10) business days. If the two senior representatives cannot reach a resolution within a 30-day period, either party may then request arbitration or pursue other means of dispute resolution.

4.3.3 The dispute, if mutually agreed by the parties, may be submitted for resolution in accordance with the American Arbitration Association ("AAA") commercial arbitration rules. The judgment rendered by the arbitrator may be enforced in any court having jurisdiction of the subject matter and the parties.

4.3.4 The arbitrator may be determined by AAA.

4.3.5 The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the parties, except as otherwise provided by law. Any award shall specify the manner and extent of the division of the costs between the parties.

4.3.6 Nothing in this section shall restrict the rights of any party to seek resolution of the dispute with the appropriate regulatory agency with jurisdiction.

(Continued on Sheet No. E-14.00)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-13.00)

5.0 LIABILITY

5.1 In no event will the Company, its affiliates, or its suppliers be liable under any cause of action relating to the subject matter of this tariff, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or claims of AES or Customers.

5.2 The Company will not be liable to an AES or Customer for damages caused by interruption of service, voltage or frequency variations, single-phase supply to three-phase lines, reversal of phase rotation, or carrier-current frequencies imposed by the Company for system operations or equipment control except such as result from the failure of the Company to exercise reasonable care and skill in furnishing the service.

5.3 In no event will the Company be liable to the AES or Customer for loss of revenue or other losses due to meter or calculation errors or malfunctions. The Company's sole obligation and the AES and Customer's sole remedy will be for the Company to repair or replace the meter and prepare revised bills as described above.

SECTION F
STANDARD CUSTOMER FORMS INDEX

WEPCO RATE ZONE

The Standard Forms are not included at this time. The link will be added as new forms are adopted by the Company.

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