#### INDIANA MICHIGAN POWER COMPANY

http://www.indianamichiganpower.com/

SCHEDULE OF TARIFFS GOVERNING THE SALE OF ELECTRICITY

Copies of I&M's Rate Book for Electric Services are available on Indiana Michigan Power's website at this following website address, <a href="http://www.aep.com">http://www.aep.com</a> or at the Michigan Public Service Commission website at MPSC-Approved Indiana Michigan Power Company Electric Rate Books and Cancelled Sheets.

APPLYING TO THE FOLLOWING TERRITORY: Allegan, Berrien, Cass, Kalamazoo, St. Joseph, and Van Buren Counties, Michigan

THIS RATE BOOK SUPERSEDES AND CANCELS RATE BOOK M.P.S.C NO. 17 - ELECTRIC

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

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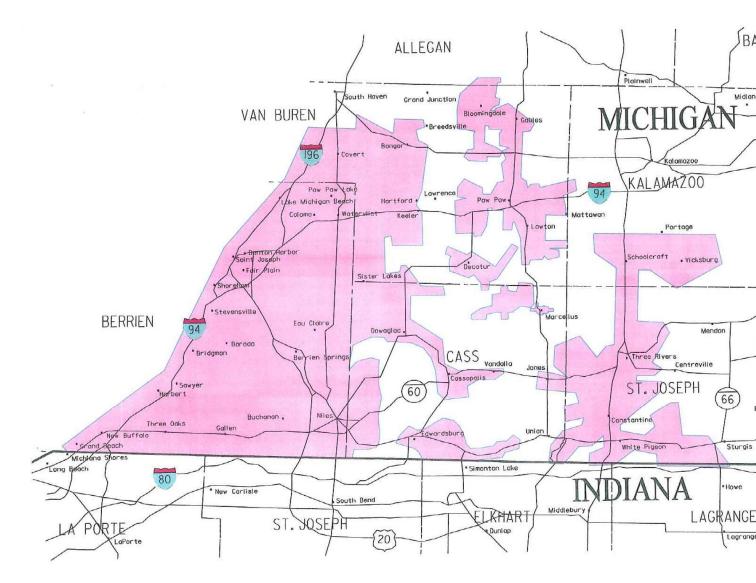
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#### AREA MAP OF LOCALITIES WHERE ELECTRIC SERVICE IS AVAILABLE



ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

#### LOCALITIES WHERE ELECTRIC SERVICE IS AVAILABLE

Beginning November 29, 2010, all Michigan localities served by the Company became a single Rate Area served under a uniform set of Rate Schedules. The former St. Joseph and Three Rivers Rate Areas are identified below:

#### Former St. Joseph Rate Area

The former St. Joseph Rate Area consists of all areas served by Indiana Michigan Power Company in the State of Michigan on March 1, 1992. The following communities are located in the St. Joseph Rate Area:

Bangor, Baroda, Benton Harbor, Berrien Springs, Bridgman, Buchanan, Coloma, Eau Claire, Galien, Grand Beach, Hartford, Michiana, New Buffalo, Niles, St. Joseph, Shoreham, Stevensville, Three Oaks, and Watervliet.

The following counties/townships are located in and served by the St. Joseph Rate Area:

BERRIEN COUNTY - all Townships except Bainbridge; CASS COUNTY - all of Howard and Milton Townships and portions of Ontwa, Pokagon, Porter, and Silver Creek Townships; VAN BUREN COUNTY - all of Arlington, Bangor, Covert, Geneva, Hartford, and South Haven Townships and portions of Columbia, Hamilton, Keeler, and Lawrence Townships.

#### Former Three Rivers Rate Area

The former Three Rivers Rate Area consists of all areas served by Michigan Power Company in the State of Michigan on March 1, 1992. The following communities are located in the Three Rivers Rate Area:

Bloomingdale, Cassopolis, Constantine, Decatur, Dowagiac, Edwardsburg, Gobles, Jones, Keeler, Lawton, Marcellus, Mattawan, Paw Paw, Portage, Schoolcraft, Three Rivers, Union, Vandalia, Vicksburg, and White Pigeon.

The following counties/townships are located in and served by the Three Rivers Rate Area:

ALLEGAN COUNTY - all of Cheshire Township; BERRIEN COUNTY - only Bainbridge Township; CASS COUNTY - all of Calvin, Jefferson, LaGrange, Marcellus, Mason, Newburg, Penn, Volinia, and Wayne Townships and portions of Ontwa, Pokagon, Porter, and Sliver Creek Townships; KALAMAZOO COUNTY - all of Brady, Oshtemo, Pavillion, Prairie Ronde, Schoolcraft, and Texas Townships; ST. JOSEPH COUNTY - all of Constantine, Fabius, Florence, Flowerfield, Lockport, Mottville, Park, Sherman, Sturgis, and White Pigeon Townships; VAN BUREN COUNTY - all of Almena, Antwerp, Bloomingdale, Paw Paw, Pine Grove, Porter, and Waverly Townships and portions of Columbia, Hamilton, Keeler, and Lawrence Townships.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

#### ABBREVIATIONS, TECHNICAL TERMS AND DEFINITIONS

#### **ABBREVIATIONS**

**I&M** – Indiana Michigan Power Company

**kW** – Kilowatt(s)

**kVA** – Kilovolt-ampere(s)

**kWh** – Kilowatt-hour(s)

MPSC - Michigan Public Service Commission

OAD - Open Access Distribution

**PJM** – PJM Interconnection, LLC

**RKVAH** – Reactive Kilovolt-ampere(s) Hour

#### **TECHNICAL TERMS AND DEFINITIONS**

- "Alternative Electric Supplier or AES" any person that is engaged in the business of supplying electric generation service to customers that take distribution service from the Company.
- **"Billing Cycle"** Company's schedule for meter reading and billing which distributes the starting dates for billing periods throughout the calendar month.
- "Billing Demand" Customer's demand expressed in kW (as adjusted in accordance with the applicable rate schedule) which will be used in the calculation of the Customer's bill.
- **"Billing Period or Billing Month"** the interval between two consecutive meter readings that are taken for billing purposes. Such readings will be taken as nearly as practical every 30 days.
- "Business Day" any Monday through Friday when the Company's main business office is open.
- "Commission" means the Michigan Public Service Commission.
- "Company" Indiana Michigan Power Company.
- "Company Standards" Electric standards established by the Company.
- "Connected Load" means the customer's total load connected to the Company's system.
- "Contract Capacity" Customer's specified load requirements expressed in kW for which Customer contracts and Company is obligated to supply.

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- "Contract year or year" twelve consecutive billing periods used in the application of rate schedules.
- "Customer" An account holder (at least 18 years old or an emancipated minor), corporation, municipality or other government agency which has agreed, orally or otherwise, to pay for electric service from the Company.
- "Customer in Good Standing" Customer that has not had service shut off involuntarily for any reason other than safety during the previous twelve months.
- "Delinquent Bill" A Customer Bill that has remained unpaid for a period of 5 or more days after the due date.
- "Delivery Charges" charges for both customer-related and distribution services including costs for Company facilities required to deliver electric energy from the transmission system to a customer's premises, including expenses for operation and maintenance of distribution facilities.
- "Delivery Point" the point at which service is delivered by Company to customer. Generally the point at which the customer's facilities are connected to the Company's facilities.
- "Delivery voltage" voltage of Company's facilities at the delivery point.
- "Demand" the quantity of electrical power required, as measured in kW or kVA and integrated over a 15-minute period, metered by a demand indicator.
- "Demand Charge" the portion of a customer's bill based on the customer's Maximum Demand, in kW and calculated on the Billing Demand under the applicable Rate Schedule.
- "Disconnection" the termination or discontinuance of electric service.
- "Effective date" means the date when the tariff sheet must be followed.
- "Issue date" means the date the Company files a tariff sheet with the Commission.
- "Interval Metering" meter capable of measuring and recording energy usage and demands on a sub-hour time interval and hourly integrated basis.
- "Kilovolt or kV" a unit of electrical force, 1,000 volts.
- **"Kilovolt-ampere or kVA"** a unit of apparent electrical power that is the product of volts and amperes, divided by 1,000.
- "Kilowatt or kW" a unit of electrical power equal to 1,000 watts, equivalent to about 1-1/3 horsepower.
- **"Kilowatt-hour or kWh"** a unit of electrical energy equivalent to the quantity of electrical energy consumed by a 100 watt lamp burning ten hours.

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- "Lateral Extension" a line extension from a distribution line and is normally constructed on the customer's property to provide service to a specific premise.
- "Lumen" a unit of output of a light source.
- "Metered Voltage" the voltage at which service to the customer is measured.
- "Minimum charge" a monthly minimum charge the customer will be billed.
- "Month" unless preceded by the word "calendar," the term "month" will refer to a billing month.
- "Off-peak Period" daily periods when the demand on the Company's generating system is usually the lowest.
- "On-peak Period" daily periods when the demand on the Company's generating system is usually the highest.
- "Open Access Distribution customer" customer receiving Open Access Distribution service from the Company.
- **"Open Access Distribution service or OAD"** optional service where a customer receives certain generation and transmission services from an AES.
- "Other On-Site Sources of Electric Energy Supply" shall mean customer owned, controlled or operated power production facilities located at the customer's site and designed to operate in parallel with the Company's system.
- **"PJM Interconnection, LLC or PJM"** is a regional transmission organization (RTO) that coordinates the movement of wholesale electricity.
- "Power Factor" the ratio of watts to the product of volts and ampere apparent power.
- "Power Supply Capacity Charges" are the retail power supply charges for costs incurred by Company in order to meet its customers' capacity needs.
- **"Power Supply Non-Capacity Charges"** are the retail power supply charges for generation and transmission costs that are not included as Capacity Power Supply charges.
- "Primary Voltage" nominal voltages of more than 2,400 volts.
- "Rate Book" means the complete set of Company filings submitted in accordance with the "Filing Procedures for Electric, Wastewater, Steam and Gas Utilities".

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- "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.
- "Reactive Kilovolt Ampere Hours or RKVAH" a unit of power that is also known as "imaginary" or "reactive" power equal to 1,000 volt-ampere of reactive power (kVAR) measured or consumed over one hour.
- "Regular Business Hours" hours of operation designated by the Company occurring on Business Days.
- "Residential Customer" a customer receiving service for a dwelling unit, defined as one or more rooms including kitchen in a facility designed as living accommodations for occupancy by one family for the purpose of cooking, living and sleeping.
- "Rules or Regulations" means the rules, regulations, practices, classifications, exceptions, and conditions that the Company must observe when providing service.
- "Secondary Voltage" nominal voltages of less than 480 volts.
- "Service" the supply of electric energy delivered by Company to the Customer.
- "Service Facilities" are those facilities between the Company's last electric plant unit and the point of termination. For service through a meter operating at 600 volts or less where facilities are overhead, this is generally the weatherhead; where facilities are underground; this is generally the meter socket. For those Primary Service customers who desire to take service directly from the electric distribution system, generally the last Company electric plant unit would be the meter installation and there would not be any Service Facilities involved since the customer usually owns all facilities beyond the meter.
- **"Standard service"** service where customer is receiving generation, transmission and distribution services from the Company under a Commission approved rate schedule.
- "Standard service customer" customer receiving Standard service from the Company.
- "Subtransmission Voltage" nominal voltages of 34,500 volts to 69,000 volts.
- "Tariff" the entire body of rate schedules, riders, general terms and conditions for electric service.
- "Transmission Voltage" nominal voltages of 138,000 volts to 765,000 volts.
- "Underground" those parts of Company's distribution system which are constructed and direct buried underground.
- "Volt" a unit of electrical force.
- "Watt" the electrical unit of power or rate of doing work.
- "Year" unless preceded by the word "calendar," the term "year" will refer to twelve consecutive billing months.

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### SECTION B MICHIGAN PUBLIC SERVICE COMMISSION ADMINISTRATIVE RULES INDEX

B1. CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC RESIDENTIAL SERVICE (R 460.101 – 460.169) To download Consumer Standards and Billing Practices for Electric Service and Natural Gas, follow the link below:

https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.101%20to%20R%20460.169.pdf

#### PART 1. GENERAL PROVISIONS

R 460.101 Applicability; purpose.

R 460.102 Definitions.

R 460.103 Discrimination prohibited.

R 460.104 Conduct of proceedings.

R 460.105 Additional rules.

#### 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 460.111 General deposit conditions for residential 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 for electric and gas customers.

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 nonresidential customers. .

R 460.120 Billing frequency; method of delivery...

R 460.121 Equal monthly billing.

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#### PART 5. BILLING AND PAYMENT STANDARDS CONT'D

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.

#### PART 6. VOLUNTARY TERMINATION OF SERVICE

R 460.127 Voluntary termination.

### PART 7. ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS FOR RESIDENTIAL 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 460.131 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.

#### 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 Shut off prohibited.

R 460.139 Notice of shut off.

R 460.140 Form of notice.

R 460.141 Time of shut off.

R 460.142Manner of shutoff.

R 460.143 Manner of shut off for service provided with remote shut off 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.

#### PART 9. CUSTOMER RELATIONS AND UTILITY PROCEDURES CONT'D

R 460.148 Publication of procedures for residential and small nonresidential customers..

R 460.149 Access to rules and rates.

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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

R 460.154 Disputed matters.

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.

R 460.159 Default of settlement agreement procedures for residential and small nonresidential customers.

#### PART 11. APPEAL PROCEDURES

R 460.160 Customer hearing appeal.

R 460.161 Filing procedures.

R 460.162 Customer hearing appeal procedures.

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.

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### SECTION B MICHIGAN PUBLIC SERVICE COMMISSION ADMINISTRATIVE RULES INDEX

PART 1. GENERAL PROVISIONS

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

#### PART 2. RECORDS, REPORTS, AND OTHER INFORMATION

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 management system.

R 460.3305 Meter multiplier.

R 460.3308 Standards of good practice; adoption by reference.

#### PART 4. CUSTOMER RELATIONS

R 460.3408 Temporary service; cost of installing and removing equipment owned by an electric utility.

R 460.3409 Protection of electric 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 electric 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.

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R 460.3503 Electric utility plant capacity.

R 460.3504 Electric plant inspection program.

R.460.3505 Electric utility line clearance program.

R.460.3506 Cybersecurity 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.

R 460.3606 Meters operating from instrument transformers; marking of multiplier on instruments; watthour constants.

R 460.3607 Watthour meter requirements.

R 460.3609 Instrument transformers used in conjunction with metering equipment; requirements.

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 Solid state meter and metering 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.

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#### PART 8. SAFETY

R 460.3801 Protective measures.

R 460.3802 Safety program.

R 460.3803 Energizing services.

R 460.3804 Accidents; notice to Commission.

B3. SERVICE QUALITY AND RELIABILITY STANDARDS FOR ELECTRIC DISTRIBUTION SYSTEMS (R460.701 – 460.752) To download Service Quality and Reliability Standards for Electric Distribution Systems, follow the link below:

https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.701%20t o%20R%20460.752.pdf

#### PART 1. GENERAL PROVISIONS

R 460.701 Application of rules.

R 460.702 Definitions.

R 460.703 Revision 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 requests.

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.

#### PART 4. FINANCIAL INCENTIVES AND CUSTOMER ACCOMODATIONS

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 Customer accommodation for failure to restore service after sustained interruption due to gray sky and catastrophic conditions. R 460.745 Customer accommodation for failure to restore service during normal conditions.

R 460.746 Customer accommodation for repetitive interruptions.

R 460.747 Multiple billing credits allowed.

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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.

B4. UNDERGROUND ELECTRIC LINES (R 460.511 – 460.519) To download Underground Electric Lines, follow the link below:

https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=824 10790 AdminC ode.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.

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#### ADDITIONAL ADMINISTRATIVE RULES - To download a copy, follow the links below:

- B5. ADMINISTRARIVE HEARING RULES (pp.4-19) PRACTICE AND PROCEDURE BEFORE THE COMMISSION (pp.45-68)

  <a href="https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20792.10101%2">https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20792.10101%2</a>

  0to%20R%20792.11903.pdf
- B6. FILING PROCEDURES FOR ELECTRIC, WATER, STEAM AND GAS UTILITIES (R 460.2011 460.2031)

  <a href="https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=832\_10798\_AdminCode.pdf">https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=832\_10798\_AdminCode.pdf</a>
- B7. PRESERVATION OF RECORDS OF ELECTRIC, GAS AND WATER UTILITIES (R 460.2501 460.2582)

  https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.2501%20 to%20R%20460.2582.pdf
- B8. UNIFORM SYSTEM OF ACCOUNTS FOR MAJOR AND NONMAJOR ELECTRIC UTILITIES (R 460.9001-.460.9109)

  <a href="https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=840\_10806\_AdminCode.pdf">https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=840\_10806\_AdminCode.pdf</a>
- B9. RATE CASE FILING REQUIREMENTS FOR MAJOR ELECTRIC UTILITIES <a href="https://mi-psc.force.com/sfc/servlet.shepherd/version/download/068t0000001UVwnAAG">https://mi-psc.force.com/sfc/servlet.shepherd/version/download/068t0000001UVwnAAG</a>
- B10. RULES AND REGULATIONS GOVERNING ANIMAL CONTACT CURRENT MITIGATION (R 460.2701 460.2707)

  https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=838\_10804\_AdminCode.pdf

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### SECTION C COMPANY TERMS AND CONDITIONS OF STANDARD SERVICE

#### 1. APPLICATION

These Terms and Conditions of Standard Service apply to service under the Company's tariffs that provide for Power Supply (generation and transmission), and Delivery (distribution) service. Customers requesting only distribution service from the Company, irrespective of the voltage level at which service is taken, as provided for in the Customer Choice and Electricity Reliability Act, shall be served under the Company's tariffs and the Terms and Conditions of Open Access Distribution Service.

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

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

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

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

When the customer desires delivery of energy at more than one point, a separate agreement will be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable tariff. Conjunctive billing and/or aggregate demands are prohibited. Under certain circumstances the Company may have provided two services to fulfill the customer's lighting and power requirements at a single location and the metering for the two services have been combined for billing. Existing such arrangements are explicitly grandfathered until an account change occurs. Once an account change occurs, combined billing of grandfathered multiple meters

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would end. Each point of delivery would then require a separate agreement for each separate point of delivery. For new service/accounts, multiple metering is permitted only for Company convenience

#### 2. BILLS FOR STANDARD ELECTRIC SERVICE

#### A. General

Bills for electric service will be rendered monthly at intervals of approximately 30 days in accordance with the tariff selected applicable to the customer's service. All bills are rendered as "net" bills and are subject to a late payment charge if the account is delinquent. Late payment charges will be assessed on Residential bills in accordance with Rule 460.125 and on Commercial and Industrial bills in accordance with Rule 460.125(4). A late payment charge shall not be assessed against any residential customers who are participating in the winter protection plan as described in Rule 460.131 and Rule 460.132 of the Consumer Standards and Billing Practices for Residential Customers. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

It may be necessary for the Company to render a bill on an estimated basis if extreme weather conditions, emergencies, work stoppage, or other circumstances of force majeure prevent actual meter readings. Pursuant to Rule 460.113, any bill rendered on an estimated basis shall be clearly and conspicuously identified. In the event of the stoppage of or the failure of any meter to register an accurate amount of energy consumed, as described in Rule 460.113(2), the customer will be charged or credited for such period on an estimated consumption based upon energy use during a similar period of like use. In the event of the stoppage of or the failure of any meter serving a residential customer on a time-varying rate, all usage that was not properly recorded will be billed at the lowest tiered rate for the period of missing usage, as described in R460.113(6). Meter errors shall be reconciled in accordance with Rule 460.115. This estimation shall include adjustments for changes in customer's load during the period the meter was not registering properly. As stated in Rule 460.116 (2), any meter in service that remains broken as determined by a specific test of the meter or that does not correctly register customer usage for a period of 6 months or more shall be removed and customers will not be required to pay bills generated from these meter readings beyond the 6-month period from the date the meter malfunction occurred. This rule does not alter the provisions of Rule 460.3613 governing the testing and replacement of electric meters.

A bill shall be mailed, transmitted, or delivered to the customer not less than 21 days before the due date. Failure to receive a bill properly mailed, transmitted, or delivered by Company does not extend the due date. Upon request the Company will advise the customer of the approximate date on which the bill will be mailed each month, and if the bill is lost, the Company will issue a duplicate.

(Continued on Sheet No. C-3.00)

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(Continued from Sheet No. C-2.00)

#### B. Non-residential

Billing errors for non-residential accounts shall be rectified as described in Rule 460.126. If a customer has been overcharged, the utility shall refund or credit the amount of the paid overcharge to the customer. Overcharges shall be credited to customers with 5% interest, commencing on the 60th day following payment. The Company is not required to adjust, refund, or credit an overcharge beyond the 3-year period immediately preceding discovery of the billing error, unless the customer is able to present a record establishing an earlier date of occurrence or commencement of the error.

In cases of unauthorized use of utility service, the customer may be back billed for the amount of the undercharge. The back bill may include interest at the same 5% interest rate applied to overcharges.

In cases not involving unauthorized use of utility service, the customer may be back billed for the amount of the undercharge during the 12-month period immediately preceding discovery of the error. The Company shall offer the customer at least the same number of months for repayment equal to the time of the error. The back bill shall not include interest.

#### C. Residential

Billing errors for residential accounts shall be rectified as described in Rule 460.126. If a customer has been overcharged due to a billing error, the Company shall refund or credit the amount of the paid overcharge plus 5% APR interest on the bill immediately following the discovery of the error. Upon customer request, overcharges greater than \$10 shall be refunded within 30 days. The Company is not required to adjust, refund, or credit an overcharge plus 5% APR interest for more than the 3 years immediately preceding discovery of the billing error, unless the customer is able to establish an earlier date for commencement of the error. The interest on the overcharge shall be applied on the 60th day following the paid overcharge.

If the Company undercharges a customer, the following provisions apply:

In cases that involve unauthorized use of utility service the utility may back bill the customer for the amount of the undercharge using the commission-approved process for estimating the bill. The utility may charge fees for unauthorized use of utility service in accordance with commissionapproved tariffs.

In cases that do not involve unauthorized use of utility service, the utility may back bill the customer for the amount of the undercharge during the 12-month period immediately preceding discovery of the error, and the utility shall offer the customer reasonable payment arrangements for the amount of the back bill, which shall allow the customer to make installment payments over a period at least as long as the period of the undercharge. The utility shall take into account the customer's financial circumstances when setting payment amounts.

(Continued on Sheet No. C-4.00)

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(Continued from Sheet No. C-3.00)

#### D. Budget Bill Payment Options

In addition to paying the actual monthly bill amount, Residential customers using electric service with a satisfactory payment history shall have the option of paying bills under one of the Company's two budget billing plans – the Equal Payment Plan (EPP) or the Average Monthly Payment Plan (AMPP), both of which are described below.

Under the Equal Payment Plan (EPP), the total service for the succeeding 12-month period is estimated in advance and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced.

In case the actual service used during any equal payment period exceeds the bills as rendered on the EPP, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears. Such excess may be added to the estimated use for the next normal equal payment period of 12 months and shall be payable in equal monthly payments over such period, except that if the customer discontinues service with the Company under the EPP, any such excess not yet paid shall become payable immediately. In case the actual service used during the equal payment period is less than the amount paid under the EPP during such period, as specified in R460.121, if a customer has a credit balance of more than \$10.00 at the end of the period, upon the request of the customer, the utility shall either return the credit balance or credit it to the next month's bill. If the balance is less than \$10.00, the utility shall credit the amount to the customer's account.

(Continued on Sheet No. C-5.00)

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If a customer fails to pay bills as rendered on the EPP, the Company shall have the right to withdraw the EPP with respect to such customer and restore the customer to billing as provided for in the applicable tariffs, in addition to any other rights which the Company may have under such tariffs in case of arrearage in payment of bills. If a customer requests removal from the EPP, the amount of any excess payments made under the EPP will be applied as a credit on the next month's bill. Likewise, if there is a deficiency in payments, the amount of deficiency will be added to next month's bill.

Under the Average Monthly Payment Plan (AMPP), variations in customer billings are minimized by allowing the customer to pay an average amount each month based on the current month's billing plus the eleven (11) preceding months, divided by the total billing days associated with those billings to get a per day average. The average daily amount will be multiplied by thirty (30) days to determine the current month's payment under the AMPP. At the next billing period, the oldest month's billing history is dropped, the current month's billing is added and the average is recalculated to find a new payment amount. The average is recalculated each month in this manner.

In such cases where sufficient billing history is not available, an AMPP account may be established allowing the first month's amount due to be the average based on the actual billing for the month. The second month's amount due will be the average based on the first and second billing. The average will be recomputed each month using the available actual history throughout the first AMPP year.

Actual billing will continue to be based on the applicable rate and meter readings obtained to determine consumption. The difference between actual billings and the averaged billings under the AMPP will be carried in a deferred balance that will accumulate both debit and credit differences for the duration of the AMPP year – twelve (12) consecutive months. At the end of the AMPP year (anniversary month), the net accumulated deferred balance is divided by twelve (12) and the result is included in the average payment amount starting with the first billing of the new AMPP year and continuing for twelve (12) consecutive months. Settlement occurs only when participation in the plan ends.

If a customer fails to pay bills as rendered on the AMPP, the Company shall have the right to withdraw the AMPP with respect to such customer and restore the customer to billing as provided for in the applicable tariffs, in addition to any other rights the Company may have under such tariffs in case of arrearage in payment of bills. If a customer requests removal from the AMPP, the amount of any overpayment made under the AMPP will be applied as a credit on the next month's bill. Likewise, any amount of under payment will be applied as a charge to the next month's bill.

(Continued on Sheet No. C-6.00)

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(Continued from Sheet No. C-5.00)

#### **INSPECTION** 3.

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

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations or disconnected existing installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances.

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

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

#### SERVICE CONNECTIONS 4.

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

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

All customers' wiring must be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority. When a customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of same, including any and all required engineering studies.

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

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

#### 5. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

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

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

#### 6. RELOCATION OF COMPANY'S FACILITIES AT CUSTOMER'S REQUEST

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

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(Continued from Sheet No. C-7.00)

#### COMPANY'S LIABILITY

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

Unless otherwise provided in a contract between Company and customer, the point at which service is delivered by Company to customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the Company's facilities. The metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of customer-owned equipment or occasioned by the energy furnished by the Company beyond the delivery point.

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

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

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

#### 8. CUSTOMER'S LIABILITY

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

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(Continued from Sheet No. C-8.00)

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

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

#### 9. USE OF ENERGY BY CUSTOMER

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

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

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

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

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

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

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

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

The Company will not supply service to customers who have other on-site sources of electric energy supply except under the tariffs that specifically provide for same.

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

The Company may provide service to and take service from certain qualifying facilities defined as cogeneration or small power production facilities. Such sales and purchases are subject to contract and Commission authorization.

#### 10. RESIDENTIAL SERVICE

Individual residences shall be served individually with single-phase service under the appropriate residential tariff. Customer may not take service for three or more separate living units through a single point of delivery under any tariff, irrespective of common ownership of the several residences, except that in the case of an existing apartment house with a number of individual apartments, the landlord shall have the choice of providing separate wiring for each apartment so that the Company may supply each apartment separately under the residential tariff, or of purchasing the entire service through a single meter under the appropriate general service tariff without submetering the service to the apartments. This central metering provision shall not be permitted for new customers.

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

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

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

Detached building or buildings actually appurtenant to the residence, such as a garage, stable, or barn, may be served by an extension of the customer's residence wiring through the residence meter. Individually metered seasonal sites such as campsites shall be placed on the appropriate commercial general service tariff and not be considered residential in nature. Locations that provide site availability throughout the year may be put in an individual customer's name under the residential tariff if they otherwise meet the qualifications set forward.

#### 11. RESORT SERVICE

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

#### 12. EXTENSION OF SERVICE

#### A. Residential Service

## i. Charges

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

#### ii. Measurement

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

#### iii. Refunds

During the five-year period immediately following the date of payment, the Company will make refunds of the charges paid for a financed extension under provisions of paragraph (i) above.

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The amount of any such refund shall be \$165 for each permanent electric service subsequently connected directly to the facilities financed by the customer. Directly connected include any amount of contribution in aid of construction for underground service made under customers are those that do not require the construction of more than 100 feet of lateral primary distribution line. Such refunds will be made only to the original depositor and will not include any amount of contribution in aid of construction for underground service made under the provisions of the Company's underground service policy as set forth in this section. The total refund shall not exceed the refundable portion of the contribution.

#### B. Commercial or Industrial Service

## Company Financed Extensions

Except for contributions in aid of construction for underground service made under the provisions of Item 13, C 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 two times the annual capacity power supply and delivery charge revenue anticipated to be collected from customers initially served by the extension.

#### ii. Charges

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

#### iii. Refunds

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

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

### (1) Original Customer

At the end of the first complete 12-month period immediately following the date of initial service, the Company will compute a revised revenue credit based on two times the actual capacity power supply and delivery charge revenue provided by the original customer in the 12-month period.

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Any amount by which twice the actual annual capacity power supply and delivery charge revenue exceeds the Company's initial revenue estimate will be made available for refund to the customer; no such refund shall exceed the amount deposited under provisions of paragraph (ii) above.

(2) Refunds for additional new customers directly connected to the financed extension during the refund period will be governed by Section 12, A, iii.

#### iv. Loads of Uncertain Duration

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

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

#### C. General

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

- Extensions hereunder shall be built by the Company in accordance with its construction standards and shall be single phase unless the Company elects to build polyphase lines.
- ii. In those cases where it is not feasible or practicable to construct lines on public rights-of-way and it is necessary to secure rights-of-way on private property or tree trimming permits, the applicant or applicants shall secure the

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iii. same without cost to the Company, or assist the Company, in obtaining such rights-of-way on private property or tree trimming permits before construction shall commence. The Company shall be under no obligation to construct lines in event the necessary rights-of-way or tree-trimming permits cannot be so obtained.

#### 13. UNDERGROUND ELECTRIC LINES

#### A. General

In case of all direct burial underground extensions of electric distribution facilities as covered by conditions as set forth in this Section 13, the real estate developer or customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to the estimated difference in cost between overhead and direct burial underground facilities. "Distribution facilities" means those operated at 20,000 volts or less to ground for wye connected systems and 20,000 volts or less for delta connected systems. Charges in this Section 13 are in addition to any charges that may be required in Section 12 for equivalent overhead facilities.

#### B. Residential

#### In Subdivisions

#### (1) Distribution Facilities

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

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

The front-foot measurement of each lot to be served by a residential underground distribution system shall be made along the contour of the front lot line. The front lot line is that line which usually borders on or is adjacent to a street.

However, when streets border on more than one side of a lot, the shortest dimension shall be used. In case of a curved lot line that borders on a street or streets and represents at least two sides of the lot, the front-foot measurements shall be considered as one-half the total measurement of the curved lot line. Where a lot is served by an underground service

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from an overhead distribution line, the lot front-foot measurement shall be deleted. The construction provided for in the \$ 4.50 per lot front-foot contribution in aid of construction includes the extension of electric underground distribution facilities to the lot line of each lot in the subdivision.

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

#### (2) Service Facilities

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

#### ii. Outside of Subdivisions

#### (1) Distribution Facilities

The customer located outside of subdivisions shall be required to make a nonrefundable contribution in aid of construction to the Company in an amount equal to the estimated total difference in cost between overhead and underground construction costs.

#### (2) Service Facilities

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

## iii. Mobile Home Parks, Condominiums and Apartment House Complexes

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

The owner or developer of such mobile home parks, condominiums, and apartment house complexes shall be required to make a nonrefundable contribution in aid of construction to the Company for distribution facilities in an amount equal to \$4.50 per trench foot and service facilities in an amount equal to \$12.25 per trench foot and \$11.25 per kVA for transformers (installed). Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of Section 12 B (iii).

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#### C. Commercial and Industrial

Commercial distribution and service lines in the vicinity of the customer's property and constructed solely to serve a customer or group of adjacent customers shall be placed underground. This will specifically include, but not be limited to, service to shopping centers. Industrial distribution and service lines shall be placed underground at the option of the customer. The developer or customer shall be required to make a nonrefundable contribution in aid of construction to the Company for the following facilities which amount shall be considered to be the difference in cost between overhead and direct burial underground facilities:

- i. Distribution facilities Single-phase \$4.50 per trench foot.

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

## D. Plug-in Electric Vehicle (PEV) Extensions

Company sponsored programs to promote PEV charging equipment may reduce or suspend Contribution In Aid to Construction (CIAC) of standard overhead and underground construction costs for service to stand-alone PEV charging equipment installations. This does not include non-standard items such as directional bore, push bore, hand dig or placement of conduit except upon Company preference.

### E. Special Conditions

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

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

## F. Replacement of Existing Overhead Electric Facilities

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

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#### 14. TEMPORARY SERVICE.

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

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

#### 15 DENIAL OR DISCONTINUANCE OF SERVICE

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

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

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

- (a) The customer does not provide adequate access to the meter during normal business hours or denies access to other Company equipment; or
- (b) The customer does not provide a minimum of 15" on either side and 48" (72" for CT rated) clearance in front of metering and associated equipment as indicated in the Company Meter and Service Guide; or
- (c) The customer does not allow safe egress and regress across the customer's property to access metering and other Company equipment; or
- (d) The meter is in an inaccessible location such as a basement, fenced area, porch, etc., and the customer denies the Company reasonable access; or
- (e) The customer's equipment falls into disrepair due to aging or abuse and needs to be replaced due to eminent safety considerations; or
- (f) The meter installation does not fall under commonly acceptable installation practices or where conditions at the customer's site change, causing the meter installation to no longer meet acceptable installation guidelines.

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(Continued from Sheet No. C-17.00)

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

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

#### 16. SPECIAL SERVICE CHARGES.

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

SCHEDULE OF CHARGES	AMOUNT
AMI Opt-Out Reconnect during regular business hours.	\$ 98.00
AMI Opt-Out Reconnect during workday overtime hours and Saturday.	\$ 112.00
AMI Opt-Out Reconnect on Sundays or holidays.	\$ 211.00
Meter Dept. trip charge where notification / site visit is provided for the custom at the premises because of access or other issue.	\$ 50.00
<ol><li>Reconnect when disconnect is required to be made from a vault, manhole, or service box.</li></ol>	\$ 915.00
Reconnect when disconnect is required to be made at pole during regular business hours.	\$ 122.00
7. Reconnect when disconnect is required to be made at pole during workday overtime hours and all-day Saturday.	\$ 165.00
Reconnect when disconnect is required to be made at pole on Sunday or holidays.	\$ 306.00
9. Line Dept. Trip charge for no-power service call when the customer's facilities are clearly at fault or for scheduled work and customer is not ready and the customer was advised of the charge.	\$ 53.51
<ol> <li>Meter test or change when charge is permitted in accordance with the provision of MPSC Consumer Standards and Billing Practice Rules.</li> </ol>	9n \$49.00
11. Customer's check returned for nonsufficient funds.	\$20.00

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# 17. AUTOMATED METER INFRASTRUCTURE (AMI) METER OPT OUT TARIFF PROVISION (RESIDENTIAL ONLY)

Customers served on residential tariffs RS, RS-TOD, RS-OPES/PEV, RS-TOD2, and RS-SC have the option to choose to retain or receive an Automated Meter Reading (AMR) meter.

In order for a customer to be eligible to receive an AMR meter, the customer shall have no documented instances, within the past 24 months of known unauthorized use, theft, or fraud. Further, the customer will have zero instances of threats of violence toward Company employees or its agents.

Customers selecting an AMR meter shall pay the following charges per premise:

I&M Michigan Residential Customer AMI Opt-Out Charges					
Up Front Charge: \$80.30 A one-time charge per meter when the request is received after the AMI meter is installed					
Monthly Charge:	\$9.75	Per month at each premise			

Customers electing this provision will not be able to access the benefits of having an AMI meter. All charges and provisions of the customer's applicable tariff shall apply.

### 18. MISCELLANEOUS CUSTOMER CHARGES

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

#### 19. CUSTOMER OWNED EQUIPMENT TROUBLESHOOTING.

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

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#### 20 VOLTAGES

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

Secondary		Primary		
Single Phase	Three Phase	Single Phase	Three Phase	
120/240 Volts	120/208 Volts	2400 Volts**	4160/2400 Volts**	
120/208 Volts	120/240 Volts*	7200 Volts	12470/7200 Volts	
480 Volts	277/480 Volts	19950 Volts	34500/19950 Volts	
480 Volts*				
* Not available when supplied from 34500/19950 primary distribution systems				

<sup>\*</sup> Not available when supplied from 34500/19950 primary distribution systems.

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

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

Voltages listed above are not available at all locations. The Company must be consulted regarding their availability at any particular location.

## 21. TAX ADJUSTMENT AND FRANCHISE FEES

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

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

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#### 22. DATA PRIVACY POLICY

**Definition of Data Privacy Policy Terms** 

## A. Types of Data:

- a. "Customer Data" means any combination of Personal Data, Customer Account Information, and Consumption Data.
  - i. "Personal Data" means information collected or known by the Company that merit special protection including the standard types of personal identification information used to establish an account. Personal Data is limited to name and address in conjunction with 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.
  - ii. **"Consumption Data"** means customer specific electric usage data, or weather adjusted data, including but not limited to kW, kWh, voltage, var, power factor, and other information that is recorded by the electric meter for the Company and stored in its systems. Consumption Data also includes payment and service history, account number, and amount billed.
  - iii. "Customer Account Information" means personally identifiable information including Personal Data and Consumption 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 pay assistance, shutoff protection, renewable energy, demand-side management, load management, or energy efficiency.
- b. "Aggregated Data" means any Customer Data the Company assembles and compiles into an aggregated data set from multiple individuals, residences, tenants or commercial buildings.
- c. "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.
- d. "Weather Adjusted Data" means electric consumption data for a given period that has been normalized using stated period's heating or cooling degree days.
- B. "Contractor" means an entity or person performing a function or service under contract with or on behalf of the Company, including customer service, demand response, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing electric service.
- C. **"Customer"** means an account holder (at least 18 years old or an emancipated minor), corporation, municipality or other government agency, which has agreed, orally or otherwise, to pay for electric service from the Company.

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- D. "Informed Customer Consent" means, in the case where consent is required: (1) the Customer is provided with a clear statement of the 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 express or implied consent to a request by the Company, or its Contractors. Customer consent shall be provided directly from the Customer and documented in writing, subject to forms and processes as defined by the Company.
- E. "Primary Purpose" means the collection, use, or disclosure of information collected by the Company or supplied by the Customer 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 by an order of the Commission; (4) plan, implement, or evaluate programs, products or services related to energy assistance, demand response, energy management, energy efficiency, or renewable energy 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; and (5) disclosure of customer name and address to a provider of appliance repair services in compliance with MCL 460.10a(9)(a), or to otherwise comply with the Code of Conduct.
- F. "Secondary Purpose" means any purpose that is not a Primary Purpose.
- G. "Standard Usage Information" means the usage data that is made generally available by the Company to all similarly situated Customers on a regular basis, delivered by the Company on the Company's website through a data portal, email or by US Mail.
- H. "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.
- I. "Written Consent" means a signed form with the customer's signature received by the Company through mail, facsimile, or email. A customer may also digitally sign a form that is transmitted to the Company.

### **General Company Data Privacy Policy**

The Company shall collect and manage Customer Data in providing utility service to its Customers. The Company shall take appropriate measures to protect this data in its possession against loss, theft, and unauthorized access. The Company shall not release Customer Data to Third Parties without Informed Customer Consent, with exception of those customers availing themselves to social service agencies. The Company may provide Customer Data to its Contractors; however, the Contractor must be contractually bound to maintain the confidentiality of the individual customer energy usage/billing data.

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#### **Collection and Use of Customer Data**

- 1. The Company or its Contractor collects Customer Data as necessary to accomplish Primary Purposes.
- 2. The Company may collect and use Customer Data for Primary Purposes without Informed Customer Consent.
- 3. Informed Customer Consent is necessary before use or disclosure of Customer Account Information, Consumption Data, and Personal Data for Secondary Purposes.
- 4. The Company will not sell Customer Data unless the Company receives Informed Customer Consent or Commission consent, except in connection with sales of certain aged account receivables to collection firms for purposes of removing this liability from Company accounts.
- 5. The Customer may request that Consumption Data specific to the Customer be released to the Customer or a Third Party of the Customer's choice. Such requests may be made by calling the Company's Customer Operations Center at 1-800-311-6424 or by requesting such online at the Company's website <a href="www.indianamichiganpower.com">www.indianamichiganpower.com</a>. The Customer calling with the request must be listed on the Customer's account and be able to authenticate their identity.
- 6. The Company shall not release Customer Data to Third Parties without Informed Customer Consent. A written consent form can be obtained by calling the Company's Customer Operations Center, accessing the Company's website or following this <u>LINK</u>. Once completed by the Customer, the written consent form can be submitted to the Company's Customer Service personnel by email at <u>inforelease@aep.com</u>, fax at 1-800-281-3916 or U.S. mail. The written consent form will be activated for use by the Company on the first business day following receipt of the form. Once the Company receives Informed Customer Consent from the Customer, 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.

#### **Disclosure without Informed Customer Consent**

- 1. The Company shall disclose Customer Data when required by law or Commission rules. This includes law enforcement requests supported by warrants or court orders, 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.
- 2. The Company may disclose Customer Data in the context of a business transaction such as an asset sale or merger to the extent permitted by law.
- 3. 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).

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4. Informed Customer Consent is not required for the Company's disclosure of Aggregated or Anonymized Data.

#### **Disclosure to Contractors**

- 1. The Company shares Customer Data with the Company's Contractors working on behalf of the Company for Primary Purposes only, without obtaining Informed Customer Consent.
- Contracts between the Company and its Contractors specify that all Contractors are held to the same confidentiality and privacy standards as the Company, its employees, and its operations. These contracts also prohibit Contractors from using any information supplied by the Company for any purpose not defined in the applicable contract.
- 3. The Company requires its Contractors who maintain Customer Data 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 Data from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contractor shall meet or exceed the data privacy and security policies and procedures used by the Company to protect Customer Data.

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#### SECTION D

## STANDARD SERVICE AND OPEN ACCESS DISTRIBUTION SERVICE TARIFFS

INDIANA MICHIGAN POWER COMPANY

SCHEDULE OF TARIFFS
GOVERNING THE SALE OF ELECTRICITY
IN THE COMPANY'S SERVICE AREA

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## TARIFF RS (Residential Electric Service)

#### Availability of Service

Available for residential electric service through one meter to individual residential customers including rural residential customers engaged principally in agricultural pursuits.

Monthly Rate (Tariff Codes 015, 016 and 820)

		Power Supply Capacity Non-Capacity		Total
Service Charge (\$)			7.58	7.58
Energy Charge (¢ per kWh)	3.156	8.675	4.593	16.424

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

## Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders levied on a dollar per customer per month basis.

#### Low Income Service Charge Provision:

When service is supplied to a Principal Residence Customer, where the total household income does not exceed 150% of the Federal Poverty level, a credit shall be applied during all billing months. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:

- 1) A Home Heating Credit energy draft
- 2) State Emergency Relief
- 3) Assistance from a Michigan Energy Assistance Program (MEAP)
- 4) Medicaid
- 5) Supplementary Nutrition Assistance Program (SNAP)

If a customer does not meet any of the above requirements, a low-income verification form will be provided by the Company for the customer to complete and return.

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## TARIFF RS (Residential Electric Service)

(Continued From Sheet No. D-2.00)

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

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

Income Assistance Credit: (\$7.58) per customer per month

If a credit balance occurs, the credit shall apply to the customer's future electric utility charges,

The Company reserves the right to verify eligibility. This provision is not available for alternate or seasonal homes. This provision is subject to the service charge as stated below.

	Power Supply		Delivery	Total	
	Capacity	Non-Capacity Delivery		Total	
Low Income Service Charge			0.00	0.00	

#### Load Management Water-Heating Provision (Tariff Code 011)

This provision is closed except for the present installations of current customers receiving service at premises served prior to January 1, 2002.

For residential customers who install a Company-approved load management water-heating system which consumes electrical energy primarily during off-peak hours specified by the Company and stores hot water for use during on-peak hours, of minimum capacity of 80 gallons, the last 250 kWh of use in any month shall be billed at the Load Management Water-Heating Energy Charge.

	Power	wer Supply		Total
	Capacity	Non-Capacity	Delivery	TOtal
Load Management Water-Heating Energy Charge (¢ per kWh)	0.604	2.611	4.581	7.796

The above rates are available to Standard Service customers only.

This provision, however, shall in no event apply to the first 200 kWh used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

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## TARIFF RS (Residential Electric Service)

(Continued From Sheet No. D-3.00)

The Company reserves the right to inspect at all reasonable times the load management water-heating system(s) and devices which qualify the residence for service under the Load Management Water-Heating Provision. If the Company finds that in its sole judgement the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

This provision is subject to the Service Charge as stated in the monthly rate and all applicable riders.

#### Space-Heating Provision

When service is supplied to a residence that has permanently installed electric-heating equipment as the primary source of space heating, all kWh used during the billing months of November through May (exclusive of storage or load management water-heating kWh) shall be billed at the Space-Heating Energy Charge.

Space-Heating Energy Charge	Power Supply Capacity Non-Capacity		Delivery	Total
(¢ per kWh)	2.538	8.675	4.593	15.806

The above rates are available to Standard Service customers only.

This provision is subject to the Service Charge as stated in the above monthly rate and all applicable riders.

#### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

#### **Applicable Riders**

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

#### **Term of Contract**

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 9, and/or 12 of the Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

#### Special Terms And Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

(Continued on Sheet No. D-5.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS (Residential Electric Service)

(Continued From Sheet No. D-4.00)

This tariff is available for single-phase service only. Where three-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers with Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS-TOD (Residential Service Time-of-Day)

#### Availability of Service

This tariff is withdrawn except for the present installations of customers receiving service hereunder at premises served prior to May 28, 2021. When new or upgraded facilities are required to maintain service to a Tariff RS-TOD customer, the customer shall be removed from Tariff RS-TOD and be required to take service under an appropriate Residential service tariff for which the customer qualifies.

## Monthly Rate (Tariff Code 030)

	Power	Supply	Delivery	Total
	Capacity	Non-Capacity	Delivery	Total
Service Charge (\$)			7.58	7.58
Energy Charge (¢ per kWh): For all on-peak kWh used	6.074	16.032	4.581	26.687
For all off-peak kWh used	0.604	2.611	4.581	7.796

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

#### Minimum Charge

This tariff is subject to a minimum charge equal to the monthly service charge and all applicable riders levied on a dollar per customer per month basis.

## **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

#### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

(Continued on Sheet No. D-7.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

## TARIFF RS-TOD (Residential Service Time-of-Day)

(Continued From Sheet No. D-6.00)

### Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Item 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is available for single-phase service only. Where three-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers With Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

**ORIGINAL SHEET NO. D-8.00** 

## THIS PAGE RESERVED FOR FUTURE USE

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Michigan Public Service
Commission

August 16, 2024

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**ORIGINAL SHEET NO. D-9.00** 

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS-PEV (Residential Plug-In Electric Vehicle)

#### Availability of Service

Available to customers eligible for Tariff RS (Residential Service) who use Plug-In Electric Vehicles (PEV) and take Standard Service from the Company.

The customer can select from three billing options, all of which include metering that is capable of separately identifying PEV usage. Customer-specific information will be held as confidential and the data presented in any analysis will protect the identity of the individual customer.

### Monthly Rate

**Option 1 – Whole Residence Time-of-Day (Tariff Code 057):** All household usage shall be metered through one single phase, multi-register meter capable of measuring electrical energy consumption during on-peak and off-peak billing periods. A second informational meter will be installed that is capable of separately identifying PEV usage. All kWh usage (both PEV and non-PEV) will be billed at the following Monthly Rates which are the same as Tariff RS-TOD Monthly Rates.

Option 2 – Separately Metered PEV Time-of-Day (Tariff Code 058): An additional single phase, multi-register meter capable of measuring electrical energy consumption during on-peak and off-peak billing periods will be installed to separately measure PEV kWh usage from all other kWh usage at the residence. PEV kWh usage will be billed at the following Monthly Rates which are the same as Tariff RS-TOD Monthly Rates and all other kWh usage will be billed at Tariff RS Monthly Rates.

Option 1 and Option 2 Rates		Supply on-Capacity	Delivery	Total
Service Charge (\$)			7.58	7.58
Energy Charge (¢ per kWh):				
For all on-peak kWh used	6.074	16.032	4.581	26.687
For all off-peak kWh used	0.604	2.611	4.581	7.796

For the purpose of options 1 and 2, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

**Option 3 – Submetered PEV Time-of-Day (Tariff Code 059):** A standard meter will measure total residence kWh usage and an additional submeter capable of measuring electrical energy consumption during on-peak and off-peak billing periods will be installed to separately measure PEV kWh usage only. Total residence usage will be billed at Tariff RS Monthly Rates. For all off-peak PEV kWh usage an additional Power Supply Capacity credit will apply as follows:

Option 3 Off-peak PEV Credit	Power Capacity	Supply Non-Capacity	Delivery	Total
Credit for all off-peak PEV kWh	-2.840	-1.450	-4.134	-8.424

For the purpose of option 3 under this tariff, the off-peak billing period is defined as 11p.m. to 6 a.m. local time.

(Continued on Sheet No. D-11.00)

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Commission

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS-PEV (Residential Plug-In Electric Vehicle)

(Continued from Sheet No. D-10.00)

For the first 250 customers that select either Option 1 or Option 3, above, there will be no charge for the second informational meter under Option 1 or the additional submeter under Option 3. For all customers after the first 250 customers, an additional service charge of \$1.45 per month shall apply.

#### Pilot Incentive Rebate.

Customers participating in this tariff may be eligible to receive a one-time enrollment rebate of \$500 for wiring and EV charger with proof of qualifying PEV purchase after the start date of this program. Incentives are limited to the IM Plugged In spending cap approved by the Commission.

### Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge(s). The second meter charge of \$1.45 is waived for option 3 when monthly PEV use is 250 kWh or greater. Riders will be charged on metered usage except that measured on the PEV submeter.

#### Delayed Payment Charge

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

#### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

#### **Term of Contract**

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

(Continued on Sheet No. D-12.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS-PEV (Residential Plug-In Electric Vehicle)

(Continued from Sheet No. D-11.00)

### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

The Company reserves the right to inspect at all reasonable times the devices which qualify the residence for service and for any program incentives under this tariff. If the Company finds that in its sole judgement the availability conditions of this tariff are being violated, it may discontinue billing the customer under this tariff and commence billing under the appropriate Residential Service Tariff.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers With Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS-TOD2 (Residential Service Time-of-Day 2)

#### Availability of Service

Available for residential electric service through an advanced meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods to individual residential customers, including residential customers engaged principally in agricultural pursuits, who take Standard Service from the Company. Residential customers that do not currently have an AMI meter may request one in order to participate in this tariff.

### Monthly Rate (Tariff Codes 021)

	Power Supply Capacity Non-Capacity		Delivery	Total
Service Charge (\$)			7.58	7.58
Energy Charge (¢ per kWh): On-Peak kWh (P2)	7.533	8.540	4.581	20.654
Off-Peak kWh (P1)	2.722	8.540	4.581	15.843

For the purpose of this tariff, the on-peak billing period is defined as 2p.m. to 6p.m., Monday through Friday, for the months of May to September. The off-peak billing period is defined as those hours not designated as on-peak hours.

(Continued on Sheet No. D-14.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE. INDIANA

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS-TOD2 (Residential Service Time-of-Day 2)

(Continued from Sheet No. D-13.00)

## Minimum Charge

This tariff is subject to a minimum charge equal to the monthly service charge and all applicable riders levied on a dollar per customer per month basis.

#### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

## Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

#### Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

## Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is available for single-phase service only. Where three-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers with Generating Facilities of 20 kW or less), Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE. INDIANA

Michigan Public Service Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS-SC (Optional Residential Senior Citizen)

#### Availability of Service

Available to qualified customers desiring service for residential uses which include only those purposes, which are usual in individual private family dwellings or separately metered apartments and in the usual appurtenant buildings served through the residential meter who take Standard Service from the Company. This rate is not available for commercial or industrial service, for resale purposes, or for alternate residence. To qualify for this rate, the customer must be 65 years of age and head of the household.

The optional rate is not available for an alternate or seasonal home and the customer shall contract to remain on this rate for at least 12 months.

## Monthly Rate (Tariff Codes 023)

		Supply n-Capacity	Delivery	Total
Service Charge (\$)			3.79	3.79
Energy Charge (¢ per kWh): For the first 300 kWh used per month	0.604	2.611	4.960	8.175
For the next 600 kWh used per month	2.538	8.675	4.972	16.185
For all kWh over 900 used per month	14.519	26.866	5.009	46.394

### Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders levied on a dollar per customer per month basis.

(Continued on Sheet No. D-16.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS-SC (Optional Residential Senior Citizen)

(Continued From Sheet No. D-15.00)

Load Management Water-Heating Provision (Tariff Code 027)

This provision is closed except for the present installations of current customers receiving service at premises served prior to January 1, 2002.

For residential customers who install a Company-approved load management water-heating system, which consumes electrical energy primarily during off-peak hours specified by the Company and stores hot water for use during on-peak hours, of minimum capacity of 80 gallons, the last 250 kWh of use in any month shall be billed at the Load Management Water-Heating Energy Charge.

	Power Supply Capacity Non-Capacity		Delivery	Total
Load Management Water-Heating Energy Charge (¢ per kWh)	0.604	2.611	4.581	7.796

This provision, however, shall in no event apply to the first 200 kWh used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

The Company reserves the right to inspect at all reasonable times the load management water-heating system(s) and devices which qualify the residence for service under the Load Management Water-Heating Provision. If the Company finds that in its sole judgement the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

This provision is subject to the Service Charge as stated in the above monthly rate and all applicable riders.

(Continued on Sheet No. D-18.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS-SC (Optional Residential Senior Citizen)

(Continued From Sheet No. D-16.00)

## **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

(Continued on Sheet No. D-18.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS-SC (Optional Residential Senior Citizen)

(Continued From Sheet No. D-17.00)

## **Term of Contract**

Contracts under this tariff will be made for a minimum of 12 months.

### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is available for single-phase service only. Where three-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers With Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS – CPP (Residential Service Critical Peak Pricing)

#### Availability of Service

Available on a voluntary basis to individual residential customers with an advanced meter, including residential customers engaged principally in agricultural pursuits, who take Standard Service from the Company. Customers that do not currently have an AMI meter may request one in order to participate in this tariff.

Customers electing to take service under the Critical Peak Pricing Tariff are expected to remain on this schedule for a minimum of one (1) year. If the customer terminates service under this schedule, the customer will not be eligible to receive service under this schedule for a period of one (1) year from termination date. Customers receiving service under Rider NMS-1, NMS-2 or other AMI based demand response or time of use pilot programs or tariffs are not eligible for service under RS-CPP.

#### Monthly Rate (Tariff Codes 060)

Winter (Off Peak Season) Months:	Billing	Pow	er Supply	Delivery	Total
October 1 through April 30	Hours	Capacity	Non-Capacity	,	
Service Charge (\$)				7.58	7.58
Energy Charge (¢ per kWh):		3.156	8.675	4.593	16.424
Critical Peak Hours	When Notified	35.000	35.000	4.593	74.593

Summer (On Peak Season) Months: May 1 through September 30	Billing Hours	Power Supply Capacity Non-Capacity		Delivery	Total
Service Charge (\$)				7.58	7.58
Energy Charge (¢ per KWH):					
Low Cost Hours	Midnight – 7AM, 9 PM - Midnight		7.553	4.593	12.146
Medium Cost Hours	7 AM – 1 PM, 7 PM – 9 PM	1.578	7.553	4.593	13.724
High Cost Hours	1 PM – 7 PM	6.756	7.553	4.593	18.902
Critical Peak Hours	When Notified	35.000	35.000	4.593	74.593

NOTE: Unless a critical peak event is called, all kWh consumed on weekends (all hours of the day on Saturdays and Sundays) are billed at the low cost level.

(Continued on Sheet No. D-18.20)

ISSUED OCTOBER 16, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
October 22, 2024

Filed by: DW

EFFECTIVE FOR BILLS RENDERED BEGINNING WITH THE BILLING MONTH OF NOVEMBER 2024

ISSUED UNDER AUTHORITY OF THE MICHIGAN PUBLIC SERVICE COMMISSION DATED OCTOBER 10, 2024 IN EXPARTE FILING NO. U-21461

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# TARIFF RS – CPP (Residential Service Critical Peak Pricing)

(Continued from Sheet No. D-18.10)

#### Critical Peak Events

Critical peak events shall be called at the sole discretion of the Company. Critical peak events shall not exceed five (5) hours per day and 15 events per calendar year.

#### Critical Peak Event Notification

Customers will be notified by the Company by 7 PM the evening prior to a critical peak event. Receipt of the price notification is the customers' responsibility. The Company has the ability to cancel a scheduled event with at least two (2) hours notice prior to the start of an event due to unforeseen changes in conditions.

In the event of an emergency, the Company may invoke a critical peak event at any time during the year, and will use best efforts to provide notice two (2) hours prior to the start of the event. Such emergency events will not count toward the total number of critical peak events, as defined above.

The Company will offer email notification and may also offer text messaging and/or other technologies approved by the Company. Any customer owned technology equipment utilized for notification shall be subject to Company review and approval.

#### Minimum Charge

This tariff is subject to a minimum charge equal to the monthly service charge and all applicable riders levied on a dollar per customer per month basis.

#### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

#### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

#### **Term of Contract**

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

(Continued on Sheet No. D-18.30)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF RS – CPP (Residential Service Critical Peak Pricing)

(Continued from Sheet No. D-18.20)

### **Special Terms and Conditions**

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is available for single-phase service only. Where three-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# **TARIFF GS** (General Service)

### Availability of Service

Available for general service customers. Customers may continue to qualify for service under this tariff until their 12-month average metered demands exceeds 1,500 kW.

### Monthly Rate

Tariff	Voltage	Powe	r Suppl <u>y</u>	Dolivon	Total
Codes	Voltage	Capacity	Non-Capacity	Delivery	Total
215, 218, 740 & 840	Secondary				
	Service Charge (\$) Customers w/o Demand Meter Customers with Demand Meter			8.36 23.30	8.36 23.30
	Demands Greater Than 10 kW (\$ per kW)	1.21	2.97	10.12	14.30
	First 4,500 kWh (¢ per kWh)	3.047	7.486	3.262	13.795
	Over 4,500 kWh	2.543	8.184	-0-	10.727
217, 741 & 841	Primary				
	Service Charge (\$)			165.00	165.00
	Demands Greater than 10 kW (\$ per kW)	1.18	2.89	6.23	10.30
	First 4,500 kWh (¢ per kWh)	2.945	7.236	1.869	12.050
	Over 4,500 kWh (¢ per kWh)	2.458	7.911	-0-	10.369
236 & 842	Subtransmission				
	Service Charge (\$)			165.00	165.00
	Demands Greater Than 10 kW (\$ per kW)	1.16	2.84	-0-	4.00
	First 4,500 kWh (¢ per kWh)	2.897	7.118	-0-	10.015
	Over 4,500 kWh (¢ per kWh)	2.418	7.781	-0-	10.199

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

### Minimum Charge

Bills computed under the above rate are subject to a minimum bill equal to the monthly service charge, all applicable riders levied on a per dollar per month basis, and any applicable demand charges.

(Continued on Sheet No. D-20.00)

**ISSUED JULY 26, 2024** BY STEVEN F. BAKER **PRESIDENT** FORT WAYNE, INDIANA

Michigan Public Service Commission

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**EFFECTIVE FOR SERVICE RENDERED ON** AND AFTER JULY 15, 2024

# TARIFF GS (General Service)

(Continued From Sheet No. D-19.00)

#### Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

### Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than one single-phase or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator. Where energy is presently delivered through two meters, the billing demand shall be taken as the sum of the two demands separately determined.

The minimum monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 kW or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW.

The minimum monthly billing demand shall not be less than 25% of the greater of (a) the customer's contract capacity in excess of 100 kW or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW during the billing months of May through November for customers with more than 50% of their connected load used for space heating purposes.

The Metered Voltage adjustment, as set forth above, shall not apply to the customer's minimum monthly billing demand.

Billing demands shall be rounded to the nearest whole kW and will be applied to monthly demands in excess of 10 kW. The Company will install a demand meter on any customer receiving service under this tariff with an average kWh usage of 4,500 or greater and at the Company option for customers with average kWh of less than 4,500.

(Continued on Sheet No. D-21.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
August 16, 2024
Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF GS (General Service)

(Continued From Sheet No. D-20.00)

### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

## Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

### **Term of Contract**

Service under this tariff will be for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 9, and/or 12 of the Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

A new initial period will not be required for existing customers who increase their requirements after the original initial period unless new or additional facilities are required.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take Standard Service for a period of not less than 12 consecutive months.

### **Special Terms and Conditions**

This tariff is subject to the Company's Terms and Conditions of Standard Service, and Terms and Conditions of Open Access Distribution Service, as applicable.

This tariff is also available to Standard Service customers having other sources of energy supply, but who desire to purchase standby or backup electric service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 10 kW.

(Continued on Sheet No. D-22.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF GS (General Service)

(Continued From Sheet No. D-21.00)

The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Standard Service customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers With Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

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

### Load Management Time-of-Day Provision

Available to Standard Service customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating furnaces and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and take Standard Service from the Company.

Customers shall have the option of receiving service under Tariff GS for their general-use load by separately wiring this equipment to a standard meter.

The customer shall be responsible for all local facilities required to take service under this provision.

### Monthly Rate (Tariff Code 223)

Voltage	Pow Capacity	Power Supply Capacity Non-Capacity		Total
Secondary				
Service Charge (\$)				
Customers w/o Demand Meter			8.36	8.36
Customers with Demand Meter			23.30	23.30
Energy Charge (¢ per kWh): For all on-peak kWh used	5.079	13.575	3.851	22.505
For all off-peak kWh used	0.764	3.002	3.851	7.617

The above rates are available to Standard Service customers only.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

This provision is subject to the terms and conditions of Tariff GS including all applicable riders.

(Continued on Sheet No. D-23.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
August 16, 2024
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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF GS (General Service)

(Continued From Sheet No. D-22.00)

### Optional Unmetered Service Provision

This tariff provision is withdrawn except for the present installations of customers receiving service hereunder at premises served prior to May 1, 2020. When new or upgraded facilities are required to maintain service to an existing customer, the customer shall be removed from the unmetered provision and placed on a standard metered, general service tariff for which the customer qualifies.

Available to customers who qualify for Tariff GS, use the Company's service for commercial purposes consisting of small fixed electric loads such as traffic signals and signboards. This service will be furnished at the option of the Company.

Each separate service delivery point shall be considered a contract location and shall be separately billed under the service contract. In the event one customer has several accounts for like service, the Company may meter one account to determine the appropriate kilowatt-hour usage applicable for each of the accounts.

The customer shall furnish switching equipment satisfactory to the Company. The customer shall notify the Company in advance of every change in connected load or change in operation and the Company reserves the right to inspect the customer's equipment at any time to verify the actual energy consumption. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision, and shall be entitled to bill the customer retroactively on the basis of the increased load as provided in the MPSC Consumer Standards and Billing Practice Rules.

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation.

Monthly Rate (Tariff Codes 214, 204 and 831)

	Power Supply Capacity Non-Capacity		Delivery	Total
Service Charge (\$)			5.00	5.00
Energy Charge (¢ per kWh): For all kWh used per month	3.047	7.486	3.262	13.795

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

This provision is subject to the terms and conditions of Tariff GS including all applicable riders.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF GS-TOD (General Service Time-of-Day)

### Availability of Service

This tariff is withdrawn except for the present installations of customers receiving service hereunder at premises served prior to May 28, 2021. When new or upgraded facilities are required to maintain service to a Tariff GS-TOD customer, the customer shall be removed from Tariff GS-TOD and be required to take service under an appropriate General Service tariff for which the customer qualifies.

## Monthly Rate (Tariff Code 229)

Voltage	Power Supply Capacity Non-Capacity		Delivery	Total
Secondary				
Service Charge (\$)				
Customers w/o Demand Meter			8.36	8.36
Customers with Demand Meter			23.30	23.30
Energy Charge (¢ per kWh):				
For all on-peak kWh used	5.079	13.575	3.851	22.505
For all off-peak kWh used	0.764	3.002	3.851	7.617

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

### Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders levied on a dollar per customer per month basis.

### Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the secondary voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered kWh values will be adjusted for billing purposes. If the Company elects to adjust kWh based on multipliers, the adjustment shall be 0.98 when measurements are taken at the high-side of a Company-owned transformer.

### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

(Continued on Sheet No. D-25.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
August 16, 2024
Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF GS-TOD ( General Service Time-of-Day)

(Continued From Sheet No. D-24.00)

### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

### **Term of Contract**

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take Standard Service for a period of not less than 12 consecutive months.

# **Special Terms and Conditions**

This tariff is subject to the Company's Terms and Conditions of Standard Service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers with Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF GS-TOD2 (General Service Time-of-Day 2)

(Continued from Sheet No. D-25.00)

### **Availability of Service**

Available for general service to customers with 12-month average metered demands of less than 10 kW through an advanced meter capable of measuring electrical energy consumption during variable pricing periods who take Standard Service from the Company. General Service customers that do not currently have an AMI meter may request one in order to participate in this tariff.

Rate (Tariff Code: 221)

	Power Supply		Delivery	Total
	Capacity	Non-Capacity	Delivery	Total
Service Charge (\$) Customers w/o Demand Meter Customers with Demand Meter			8.36 23.30	8.36 23.30
Energy Charge (¢ per kWh): On-Peak kWh	6.857	8.622	3.851	19.330
Off-Peak kWh	2.755	8.622	3.851	15.228

For the purpose of this tariff, the on-peak billing period is defined as 2 p.m. to 6 p.m., Monday through Friday, for the months of May to September. The off-peak billing period is defined as those hours not designated as on-peak hours.

(Continued on Sheet No. D-27.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF GS-TOD2 (General Service Time-of-Day 2)

(Continued from Sheet No. D-26.00)

# Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders levied on a dollar per customer per month basis.

# **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

### Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 9, and/or 12 of the Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers with Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF G.S. – PEV (General Service Plug-in Electric Vehicle)

### Availability of Service.

Available to Standard Service, secondary voltage customers on Tariff GS, in good standing with the Company, having averaged less than 4,500 kWh use per month in the previous 12 months and use Plug-in Electric Vehicles (PEV). Customers under this tariff may not participate in the Company's Net Metering Service Rider.

Customers electing service under this tariff may choose from two available options. Option 1 allows for a stand-alone PEV service in addition to their existing Tariff GS service. Option 2 allows for a PEV Submeter placed to separately meter PEV usage within their existing GS service.

**Option 1 – Stand-alone PEV Service:** All PEV usage shall be metered through one, multi-register meter capable of measuring electrical energy consumption during on-peak and off-peak billing periods. All PEV kWh usage will be billed at the following Monthly Rates in addition to the customers qualifying Tariff GS account.

Rate: (Tariff 219)

	Capacity	Power Supply Non-Capacity	Delivery	Total
Monthly Service Charge (\$) Customers w/o Demand Meter Customers with Demand Meter			8.36 23.30	8.36 23.30
PEV On-Peak kWh (¢ per kWh)	3.820	8.986	4.811	17.617
PEV Off-Peak kWh (¢ per kWh)	0.306	7.309	0.385	8.000

For the purpose of the PEV tariffs above, the daily on-peak billing period is defined as 6 a.m. to 11 p.m. Off-peak billing period is defined as those hours not designated as on-peak hours

**Option 2 – Submetered PEV Time-of-Day:** A submeter capable of measuring electrical energy consumption during on-peak and off-peak billing periods will be installed to separately measure PEV kWh usage. Total General Service usage will be billed at the customers Tariff GS Monthly Rates. A credit will be applied to the customer's bill for all off-peak PEV kWh usage measured at the submeter and billed under Tariff (220). There is no billing adjustment for PEV on-peak usage. A second meter charge of \$1.45 for the PEV Submeter applies when monthly PEV usage is less than 250 kWh.

ISSUED MARCH 18, 2025 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

March 25, 2025

Filed by: DW

EFFECTIVE FOR BILLS RENDERED BEGINNING WITH THE BILLING MONTH OF APRIL 2025

ISSUED UNDER AUTHORITY OF THE MICHIGAN PUBLIC SERVICE COMMISSION DATED MARCH 13, 2025 IN EXPARTE FILING NO. 21795

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# TARIFF G.S. – PEV (General Service Plug-in Electric Vehicle)

(Continued from Sheet No. D-28.00)

### Rate (Tariff 220)

All General Service Usage	Tariff GS rate and S	Service Charge apply		
PEV Off-Peak Credit	Power Supply Capacity Non-Capacity		Delivery	Total
1 EV ON 1 Car Ordan	-2.742 -0.117		-2.936	-5.795
Second Meter Charge (if monthly PEV use is < 250 kWh (\$)			1.45	1.45

For the purpose of the PEV credit above, the daily off-peak billing period is defined as 11 pm to 6 am.

### Pilot Incentive Rebates

Customers participating in this tariff may be eligible to receive a one-time enrollment rebate of up to \$2500 for wiring and EV charger with proof of qualifying PEV purchase after the start date of this program. Incentives are limited to the IM Plugged In aggregate spending cap approved by the Commission.

### Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge(s). The second meter charge for the PEV submeter Option 2 is waived each month the PEV usage is 250 kWh or greater.

# Applicable Riders

Monthly charges computed for both services under Option 1 shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00. For Option 2, the applicable riders will be charged on usage metered under the customers Tariff GS account, not for usage measured by the PEV Submeter.

## **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

### Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 14, and/or 17 of the Terms and Conditions of Service.

#### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Service.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF GS – CPP (General Service Critical Peak Pricing)

### Availability of Service

Available on a voluntary basis for general service to customers with an advanced meter and 12-month average metered demands of less than 10 kW who take Standard Service from the Company. Customers that do not currently have an AMI meter may request one in order to participate in this tariff.

Customers electing to take service under the Critical Peak Pricing Tariff are expected to remain on this schedule for a minimum of one (1) year. If the customer terminates service under this schedule, the customer will not be eligible to receive service under this schedule for a period of one (1) year from termination date. Customers receiving service under Rider NMS-1, NMS-2 or other AMI based demand response or time of use pilot programs or tariffs are not eligible for service under GS-CPP.

Monthly Rate (Tariff Codes 260)

Winter (Off Peak Season)					
Months:	Billing	Powe	er Supply	Delivery	Total
October 1 through April 30	Hours	Capacity	Non-Capacity		
Service Charge (\$)				8.36	8.36
Energy Charge (¢ per KWH):		3.047	7.486	3.262	13.795
Critical Peak Hours	When Notified	35.000	35.000	3.262	73.262

Summer (On Peak Season)					
Months:	Billing	Pow	er Supply		
May 1 through September 30	Hours	Capacity	Non-Capacity	Delivery	Total
Service Charge (\$)				8.36	8.36
Energy Charge (¢ per KWH):					
Low Cost Hours	Midnight – 7 AM, 9 PM - Midnight		6.708	3.262	9.970
Medium Cost Hours	7 AM – 1 PM, 7 PM – 9 PM	1.524	6.708	3.262	11.494
High Cost Hours	1 PM – 7 PM	7.058	6.708	3.262	17.028
Critical Peak Hours	When Notified	35.000	35.000	3.262	73.262

NOTE: Unless a critical peak event is called, all kWh consumed on weekends (all hours of the day on Saturdays and Sundays) are billed at the low cost level.

### Critical Peak Events

Critical peak events shall be called at the sole discretion of the Company. Critical peak events shall not exceed five (5) hours per day and 15 events per calendar year.

(Continued on Sheet No. D-29.20)

ISSUED OCTOBER 16, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
October 22, 2024
Filed by: DW

EFFECTIVE FOR BILLS RENDERED BEGINNING WITH THE BILLING MONTH OF NOVEMBER 2024

ISSUED UNDER AUTHORITY OF THE MICHIGAN PUBLIC SERVICE COMMISSION DATED OCTOBER 10, 2024 IN EXPARTE FILING NO. U-21461

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# TARIFF GS - CPP (General Service Critical Peak Pricing)

(Continued from Sheet No. D-29.10)

### Critical Peak Event Notification

Customers will be notified by the Company by 7 PM the evening prior to a critical peak event. Receipt of the price notification is the customers' responsibility. The Company has the ability to cancel a scheduled event with at least two (2) hours notice prior to the start of an event due to unforeseen changes in conditions.

In the event of an emergency, the Company may invoke a critical peak event at any time during the year, and will use best efforts to provide notice two (2) hours prior to the start of the event. Such emergency events will not count toward the total number of critical peak events, as defined above.

The Company will offer email notification and may also offer text messaging and/or other technologies approved by the Company. Any customer owned technology equipment utilized for notification shall be subject to Company review and approval.

## Minimum Charge

This tariff is subject to a minimum charge equal to the monthly service charge and all applicable riders levied on a dollar per customer per month basis.

# **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commissionapproved rider(s) listed on Sheet No. D-114.00.

## Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

**ISSUED JULY 26, 2024** BY STEVEN F. BAKER **PRESIDENT** FORT WAYNE, INDIANA

Michigan Public Service Commission August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON **AND AFTER JULY 15, 2024** 

# TARIFF LGS (Large General Service)

### Availability of Service

Available for general service customers with metered demands greater than 100 kW. Customers may continue to qualify for service under this tariff until their 12-month average metered demand exceeds 1,500 kW.

#### Monthly Rate

Tariff Codes	Voltage	Power Capacity	Supply Non-Capacity	Delivery	Total
240, 242, 750 & 850	Secondary	,			
	Service Charge (\$)			44.00	44.00
	Demand Charge (\$ per kW)	3.33	8.60	11.46	23.39
	Energy Charge (¢ per kWh): For all on-peak kWh used	3.393	5.388		8.781
	For all off-peak kWh used		5.388		5.388
244, 751 & 851	Primary				
	Service Charge (\$)			207.00	207.00
	Demand Charge (\$ per kW)	3.24	8.37	7.51	19.12
	Energy Charge (¢ per kWh): For all on-peak kWh used For all off-peak kWh used	3.28	5.208 5.208	 	8.488 5.208
248 & 852	Subtransmission				
	Service Charge (\$)			207.00	207.00
	Demand Charge (\$ per kW)	3.19	8.23		11.42
	Energy Charge (¢ per kWh): For all on-peak kWh used For all off-peak kWh used	3.226	5.123 5.123	 	8.349 5.123

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

(Continued on Sheet No. D-31.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
August 16, 2024

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF LGS (Large General Service)

(Continued From Sheet No. D-30.00)

### Excess kVA Demand Charge

The monthly kVA demand shall be determined by dividing the maximum metered kW demand by the average monthly power factor. The excess kVA demand, if any, shall be the amount by which the monthly kVA demand exceeds the greater of (a) 101 % of the maximum metered kW demand or (b) 60 kVA. The metered voltage adjustment, as set forth below, shall apply to the customers excess kVA demand.

The Excess kVA Charge under this tariff shall be as follows:

Tariff Code	Service Voltage	Excess kVA Demand Charge (\$ / kVA)
240, 242, 750, 850	Secondary	3.68
244, 751, 851	Primary	3.58
248, 852	Subtransmission	3.52

### Minimum Charge

Bills computed under the above rate are subject to a minimum bill equal to the monthly service charge, all applicable riders levied on a dollar per customer per month basis, and any applicable demand charge.

### Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than one single-phase or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator, subject to the off-peak hour provision.

Where energy is presently delivered through two meters, the billing demand will be taken as the sum of the two demands separately determined.

The minimum monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity, or (b) the customer's highest previously established monthly billing demand during the past 11 months, or (c) 100 kW.

(Continued on Sheet No. D-32.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF LGS (Large General Service)

(Continued From Sheet No. D-31.00)

The minimum monthly billing demand shall not be less than 25% of the greater of (a) the customer's contract capacity, or (b) the customer's highest previously established monthly billing demand during the past 11 months, or (c) 100 kW during the billing months of May through November for customers with more than 50% of their connected load used for space-heating purposes.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

Billing demands shall be rounded to the nearest whole kW.

Off-Peak Hour Provision - Applicable to Standard Service customers only

Demand created during the off-peak billing period shall be disregarded for billing purposes provided that the billing demand shall not be less than 60% of the maximum demand created during the billing month.

Availability of this provision is subject to the availability of capacity in the Company's existing facilities.

# Adjustments to Rate

Bills computed under the rate set forth herein will be adjusted as follows:

(Continued on Sheet No. D-33.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF LGS (Large General Service)

(Continued From Sheet No. D-32.00)

#### Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

# **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

# Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

### **Term of Contract**

Service under this tariff will be for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 9, and/or 12 of the Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

A new initial period will not be required for existing customers who increase their requirements after the original initial period unless new or additional facilities are required.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF LGS (Large General Service)

(Continued From Sheet No. D-33.00)

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Service for a period of not less than 12 consecutive months.

# **Special Terms and Conditions**

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

This tariff is also available to customers having other on-site sources of electric energy supply, who purchase standby or backup service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 100 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 100 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Standard Service customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers With Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

OAD Customers with cogeneration or small power production facilities designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

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# TARIFF LGS (Large General Service)

(Continued From Sheet No. D-34.00)

# Load Management Time-of-Day Provision

Available to Standard Service customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating furnaces and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and take Standard Service from the Company.

Customers shall have the option of receiving service under Tariff LGS for their general-use load by separately wiring this equipment to a standard meter.

The customer shall be responsible for all local facilities required to take service under this provision.

### Monthly Rate (Tariff Code 251)

Voltage	Power Supply Capacity Non-Capacity		Delivery	Total
Secondary	1			
Service Charge (\$)			44.00	44.00
Energy Charge (¢ per kWh): For all on-peak kWh used	4.199	12.089	2.663	18.951
For all off-peak kWh used	0.579	2.640	2.663	5.882

The above rates are available to Standard Service customers only.

For purpose of this provision, the on-peak and off-peak billing periods are the same as previously described in this tariff.

This provision is subject to the terms and conditions of Tariff LGS including all applicable riders.

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF LP (Large Power)

# Availability of Service

Available for general service customers with monthly billing demands of not less than 600kW. The customer shall contract for a sufficient capacity to meet normal maximum requirements, but in no case shall the capacity contracted for be less than 2,000 kW.

### Monthly Rate

Tariff Codes	Voltage	Power Capacity	r <u>Supply</u> Non-Capacity	Delivery	Total
305 & 860	Secondary	, ,			
	Service Charge (\$)			44.00	44.00
	Demand Charge (\$ per kW)	6.33	18.27	11.68	36.28
	Energy Charge (¢ per kWh): For the first 210 on-peak	1.867	3.201	-	5.068
	kWh used per kW For all over 210 on-peak		3.201	-	3.201
	kWh used per kW For all off-peak kWh used		3.201	-	3.201
Tariff Codes	Voltage	Power Capacity	r <u>Supply</u> Non-Capacity	Delivery	Total
306, 761 & 861	Primary				
	Service Charge (\$)			250 .00	250 .00
	Demand Charge (\$ per kW)	6.16	17.78	7.72	31.66
	Energy Charge (¢ per kWh): For the first 210 on-peak kWh used per kW	1.805 	3.094		4.899
	For all over 210 on-peak kWh used per kW		3.094		3.094
	For all off-peak kWh used		3.094		3.094
308, 762 & 862	Subtransmission	Power Capacity	<u>r Supply</u> Non-Capacity	Delivery	Total
	Service Charge (\$)			880.00	880.00
	Demand Charge (\$ per kW)	6.06	17.48	0.57	24.11
	Energy Charge (¢ per kWh): For the first 210 on-peak kWh used per kW	1.775	3.043		4.818
	For all over 210 on-peak kWh used per kW		3.043		3.043
	For all off-peak kWh used		3.043		3.043

(Continued on Sheet No. D-36.00)

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF LP (Large Power)

(Continued From Sheet No. D-35.00)

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310 & 863	Transmission				
	Service Charge (\$)	1		880.00	880.00
	Demand Charge (\$ per kW)	5.97	17.22	0.40	23.59
	Energy Charge (¢ per kWh): For the first 210 on-peak	1.751	3.002	-	4.753
	kWh used per kW For all over 210 on-peak		3.002		3.002
	kWh used per kW For all off-peak kWh used		3.002	-	3.002

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

# Reactive Demand Charge / Credit

Reactive demand charge for each kVAr of leading or lagging reactive demand in excess of 50% of the kW metered demand will be charged at \$1.50 / kVAr.

Reactive demand charge for each kVAr of leading or lagging reactive demand less than 50% of the kW metered demand will be credited at \$1.50 / kVAr.

### Minimum Charge

Bills computed under the above rate are subject to a minimum bill equal to the monthly service charge, all applicable riders levied on a dollar per customer per month basis, and any applicable demand charges.

### Monthly Billing Demand

The billing demand in kW shall be taken each month as the single highest 15-minute integrated peak in kW, as registered during the month by a demand meter or indicator, subject to off-peak hour provision, but the monthly billing demand so established shall, in no event, be less than 60% of the greater of (a) the customer's contract capacity, (b) the customer's highest previously established monthly billing demand during the past 11 months, or (c) 1,500 kW.

(Continued on Sheet No. D-37.00)

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# TARIFF LP (Large Power)

(Continued From Sheet No. D-36.00)

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand

Billing demands shall be rounded to the nearest whole kW.

### Off-Peak Hour Provision – Applicable to Standard Service customers only

Demand created during the off-peak billing period shall be disregarded for billing purposes provided that the billing demand shall not be less than 60% of the maximum demand created during the billing month.

Availability of this provision is subject to the availability of capacity in the Company's existing facilities.

#### Adjustments to Rate

Bills computed under the rate set forth herein will be adjusted as follows:

### Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

(Continued on Sheet No. D-38.00)

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# TARIFF LP (Large Power)

(Continued From Sheet No. D-37.00)

## **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

### **Term of Contract**

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least one-year's written notice to the other of the intention to discontinue service under the terms of this tariff.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. Where new facilities are required, the Company reserves the right to require initial contracts for periods of greater than two years.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the

(Continued on Sheet No. D-39.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA



EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF LP (Large Power)

(Continued From Sheet No. D-38.00)

customer must continue to take service under the Company's Standard Service for a period of not less than twelve (12) consecutive months.

#### **Special Terms and Conditions**

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

A customer's plant is considered as one or more buildings that are served by a single electrical distribution system provided and operated by customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in the Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

This tariff is also available to customers having other on-site sources of electric energy supply, who purchase standby or backup electric service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 1,500 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Standard Service customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers with Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

OAD customers with cogeneration or small power production facilities designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF MS (Municipal and School Service)

This tariff is in the process of elimination and is withdrawn except for the present installations of customers receiving service hereunder at premises serviced prior to October 1, 1976. When new or upgraded facilities are required to maintain service to a Tariff MS customer, the customer shall be removed from Tariff MS and be required to take service under an appropriate general service tariff for which the customer qualifies.

## Availability of Service

Available to governmental authorities of municipalities, townships, counties, the State of Michigan, and the United States for the supply of electric energy to public buildings or locations which are supported by public tax levies and to primary and secondary schools.

Monthly Rate (Tariff Codes 543, 544 & 882)

	Power Supply Capacity Non-Capacity		Delivery	Total
Service Charge (\$)			25.15	25.15
Energy Charge (¢ per kWh): For all kWh equal to the monthly billing demand (kW) times 250 hours of use	2.911	7.938		10.849
For all kWh greater than the monthly billing demand (kW) times 250 hours of use	1.866	7.938	-	9.804
Demand Charge (\$ per kW)			9.39	9.39

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

### Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders levied on a dollar per customer per month basis.

(Continued on Sheet No. D-41.00)

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF MS (Municipal and School Service)

(Continued from Sheet No. D-40.00)

# Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than one single-phase and/or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter. Where energy is presently delivered through two meters, the monthly billing demand will be taken as the sum of the two demands separately determined. The minimum billing demand shall be 10 kW.

### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

### **Term of Contract**

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Service for a period of not less than 12 consecutive months.

### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

Standard Service customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers with Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

OAD customers with cogeneration or small power production facilities designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF WSS (Water and Sewage Service)

### Availability of Service

Available for the supply of electric energy to waterworks systems and sewage disposal systems.

### Monthly Rate

Tariff	Voltage		Supply		Total
Codes	voltago	Capacity	Non-Capacity	Delivery	rotar
545 & 876	Secondary				
	Service Charge (\$)			14.08	14.08
	Energy Charge (¢ per kWh)	1.901	6.354		8.255
	Demand Charge (\$ per kW)			8.02	8.02
546 & 877	Primary				
	Service Charge (\$)			65.13	65.13
	Energy Charge (¢ per kWh)	1.838	6.142		7.980
	Demand Charge (\$ per kW)			4.16	4.16
542 & 878	Subtransmission				
	Service Charge (\$)			65.13	65.13
	Energy Charge (¢ per kWh)	1.807	6.041		7.848
	Demand Charge (\$ per kW)			0.00	0.00

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

### Minimum Charge

This tariff is subject to a minimum monthly charge that is equal to the service charge and all applicable riders levied on a dollar per customer per month basis.

(Continued on Sheet No. D-43.00)

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# TARIFF WSS (Water and Sewage Service)

(Continued from Sheet No. D-42.00)

### Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than one single-phase and/or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter. Where energy is presently delivered through two meters, the monthly billing demand will be taken as the sum of the two demands separately determined.

# Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

#### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

# **Applicable Riders**

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

### **Term of Contract**

For customers with annual average demands not greater than 1,500 kW, service under this tariff will be for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff.

For customers with annual average demands greater than 1,500 kW, contracts under this tariff will be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff.

(Continued on Sheet No. D-44.00)

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# TARIFF WSS (Water and Sewage Service)

(Continued from Sheet No. D-43.00)

A new initial period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

The Company may not be required to supply energy in excess of that contracted for except by mutual agreement.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Service for a period of not less than 12 consecutive months.

### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

This tariff is also available to customers having other on-site sources of electric energy supply, who purchase standby or backup electric service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 100 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers with Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

OAD Customers with cogeneration or small power production facilities designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

### Optional Time-of-Day Rate

Standard Service Customers with maximum demands of 100 kW or more have the option to receive service on the following rate:

(Continued on Sheet No. D-45.00)

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF WSS (Water and Sewage Service)

(Continued from Sheet No. D-44.00)

Tariff Codes	Voltage	Power Capacity	r Supply Non-Capacity	Delivery	Total
547	Secondary	Capacity	Tron Supusity		
	Service Charge (\$)			14.08	14.08
	Energy Charge (¢ per kWh): For all on-peak kWh used For all off-peak kWh used	3.338 0.760	10.303 3.219	2.719 2.719	16.360 6.698
549	Primary				
	Service Charge (\$)			65.13	65.13
	Energy Charge (¢ per kWh): For all on-peak kWh used For all off-peak kWh used	3.227 0.735	9.960 3.112	1.342 1.342	14.529 5.189
551	Subtransmission				
	Service Charge (\$)			65.13	65.13
	Energy Charge (¢ per kWh): For all on-peak kWh used For all off-peak kWh used	3.174 0.723	9.796 3.061	 	12.970 3.784

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

This provision is subject to the terms and conditions of Tariff WSS including all applicable riders.

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# TARIFF EHS (Electric Heating Schools)

This tariff is withdrawn except for the present installations of customers receiving service hereunder at premises served prior to June 10, 1975. When new or upgraded facilities are required to maintain service to a Tariff EHS customer, the customer shall be removed from Tariff EHS and be required to take service under an appropriate general service tariff for which the customer qualifies.

### Availability of Service

Available to primary and secondary schools and to college and university buildings, and additions thereto, where the principal energy requirements, including all lighting, heating, cooling, water heating, and cooking, are provided by electric energy.

Monthly Rate (Tariff Code 631 and 881)

	Power Capacity	Supply Non-Capacity	Delivery	Total
Service Charge (\$)			26.23	26.23
Energy Charge (¢ per kWh): For all kWh equal to the monthly billing demand (kW) times 250 hours of use For all kWh greater than the monthly billing demand (kW) times 250 hours of use	2.07 1.375	6.403 6.403	-	8.473 7.778
Demand Charge (\$ per kW)			11.89	11.89

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

## Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders levied on a dollar per customer per month basis.

### Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than one single-phase and/or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter. Where energy is presently delivered through two meters, the monthly billing demand will be taken as the sum of the two demands separately determined. The minimum billing demand shall be 10 kW.

(Continued on Sheet No. D-47.00)

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Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF EHS (Electric Heating Schools)

(Continued From Sheet No. D-46.00)

### Off-Peak Hour Provision – Applicable to Standard Service customers only

Demand created during the off-peak hours (as set forth below) shall be disregarded for billing purposes provided that the billing demand shall not be less than 60% of the maximum demand created during the billing month.

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

## **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

### **Term of Contract**

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Service for a period of not less than 12 consecutive months.

### **Special Terms and Conditions**

This tariff shall not apply to individual residences.

Customer may elect to receive service for any individual building of a school complex under the terms of this tariff.

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

This tariff is also available to customers having other on-site sources of electric energy supply, who purchase standby or backup electric service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 100 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

(Continued on Sheet No. D-48.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
August 16, 2024
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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF EHS (Electric Heating Schools)

(Continued From Sheet No. D-47.00)

Standard Service Customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers With Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

OAD Customers with cogeneration or small power production facilities designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF IS (Irrigation Service)

#### Availability of Service

Available to customers engaged in agricultural pursuits and desiring secondary voltage service for the irrigation of crops. The customer shall provide the necessary facilities to separately meter the irrigation load. Other general-use load shall be served under the applicable tariff.

Monthly Rate (Tariff Code 213 and 895)

Voltage		Supply Non-Capacity	Delivery	Total
Secondary				
Energy Charge (¢ per kWh)	7.858	17.974	14.375	40.207

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

# Minimum Charge

This tariff is subject to a minimum monthly charge equal to all applicable riders levied on a dollar per customer per month basis.

### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

## Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

### **Term of Contract**

Contracts under this tariff may, at the Company's option, be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year.

(Continued on Sheet No. D-50.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF IS (Irrigation Service)

(Continued From Sheet No. D-49.00)

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Service for a period of not less than 12 consecutive months.

### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

Due to the nature of this service, monthly meter readings may not be taken during periods of no consumption or inaccessibility to the meter location due to irrigation operations. In any event, the Company shall obtain a minimum of two meter readings per calendar year.

Standard Service Customers with cogeneration and/or small power production facilities shall take service under Rider NMS-1 (Net Metering Service for Customers with Generating Facilities of 20 kW or Less, Rider NMS-2 (Net Metering Service for Customers with Generating Facilities Greater than 20 kW), Tariff COGEN/SPP or by special agreement with the Company.

OAD Customers with cogeneration or small power production facilities designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF OSL (Outdoor Security Lighting)

### Availability of Service

Available for security lighting to individual customers including community associations, real estate developers, and municipalities. This service is not available for street and highway lighting.

### Monthly Rate

For each lamp with luminaire and an upsweep arm not over six feet in length or bracket mounted floodlight, controlled by photoelectric relay, where service is supplied from an existing pole and secondary facilities of Company (a pole which presently serves another function besides supporting a security light), the rates are \$ per lamp per month as follows:

Tariff Code	Lamp Watts	Lumens/Lamp Type	<u>Power</u> Capacity	Non-Capacity	Delivery	Total
		Standard Luminaire				
129 & 929	41	4,800 LED	0.00	0.35	7.30	7.65
130 & 930	57	5,700 LED	0.00	0.50	7.75	8.25
131 & 931	88	8,500 LED	0.00	0.80	8.65	9.45
135 & 935	139	14,000 LED	0.00	1.25	11.05	12.30
138 & 938	219	23,000 LED	0.00	1.95	13.40	15.35
		Floodlight				
143 & 943	150	18,800 LED	0.00	1.30	13.90	15.20
146 & 946	297	37,800 LED	0.00	2.60	19.50	22.10
		Post-Top				
150 & 950	45	5,000 LED	0.00	0.40	18.05	18.45
153 & 953	45	5,000 LED (No Pole Rate*)	0.00	0.40	8.40	8.80
151 & 951	65	7,000 LED	0.00	0.60	18.20	18.80
154 & 954	65	7,000 LED (No Pole Rate*)	0.00	0.60	8.50	9.10
152 & 952	85	8,300 LED on Fiberglass Pole	0.00	0.75	33.65	34.40
155 & 955	85	8,300 LED (No Pole Rate*)	0.00	0.75	23.70	24.45

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

\*No-Pole rate only for customers that paid for the installation of lighting facilities (CIAC) upfront.

The above rates are subject to all applicable riders.

(Continued on Sheet No. D-52.00)

ISSUED JUNE 16, 2025 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
June 18, 2025

Filed by: DW

EFFECTIVE FOR BILLS RENDERED BEGINNING WITH THE BILLING MONTH OF JULY 2025

ISSUED UNDER AUTHORITY OF THE MICHIGAN PUBLIC SERVICE COMMISSION DATED JUNE 12, 2025 IN CASE NO. U-21665

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# TARIFF OSL (Outdoor Security Lighting)

(Continued From Sheet No. D-51.00)

#### Other Equipment

When other new facilities are to be installed by the Company, the customer will, in addition to the above monthly charge, pay in advance the installation cost of such new overhead facilities extending from the nearest or most suitable pole of the Company to the point designated by the customer for the installation of said lamp, except that customer may, for the following facilities only, elect, in lieu of such payment of the installation cost, to pay the following distribution charges:

30 Foot Wood Pole	\$ 7.00 per month
35 Foot Wood Pole	\$ 8.10 per month
40 Foot Wood Pole	\$ 9.45 per month
Overhead Wire Span Not Over 125 Feet	\$ 3.25 per month
Underground Wire Lateral Not Over 50 Feet (Price includes pole riser and connections)	\$ 6.70 per month

When a customer requests service hereunder requiring wire span lengths in excess of 125 feet, special poles for fixtures or special protection for poles (for example, in parking lots), the customer will be required to make a contribution equal to the additional investment required as a consequence of the special facilities. This includes the cost of underground wire circuits in excess of 50 feet, for which the customer will be required to pay a distribution charge of \$9.10 per foot of excess footage, plus any and all costs required to repair, replace, or push under sidewalks, pavement, or other obstacles.

Security lights supported by poles serving no other function, but which were placed in service under Tariff OL (Outdoor Lighting) may be served under this tariff. In such a case, the following schedule of distribution charges will apply to the wood poles and wire spans:

Overhead Wire Span	\$ 3.25 per span per month
30 or 35 Foot Pole	\$ 7.00 per pole per month

Tariff Code	Discontinued Lamps	Power Supply Capacity Non-Capacity		Delivery	Total
	Standard Luminaire				
093 & 916	7,000 Mercury Vapor	0.00	1.90	10.30	12.20
096 & 918	11,000 Mercury Vapor	0.00	2.65	8.00	10.65
095 & 919	20,000 Mercury Vapor	0.00	4.15	12.45	16.60
100 & 920	50,000 Mercury Vapor	0.00	10.00	17.90	27.90
106 & 911	5,800 High Pressure Sodium	0.00	0.75	6.75	7.50
094 & 912	9,500 High Pressure Sodium	0.00	1.05	6.25	7.30
113 & 913	15,500 High Pressure Sodium	0.00	1.55	6.80	8.35
097 & 914	22,000 High Pressure Sodium	0.00	2.25	8.50	10.75
098 & 915	50,000 High Pressure Sodium	0.00	4.40	11.70	16.10
	Floodlight				
114 & 923	20,000 Mercury Vapor	0.00	4.15	12.50	16.65
119 & 924	50,000 Mercury Vapor	0.00	10.00	18.40	28.40
107 & 921	22,000 High Pressure Sodium	0.00	2.25	9.00	11.25
109 & 922	50,000 High Pressure Sodium	0.00	4.40	11.95	16.35
110 & 925	17,000 Metal Halide	0.00	2.65	9.50	12.15

(Continued on Sheet No. D-53.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF OSL (Outdoor Security Lighting)

(Continued From Sheet No. D-52.00)

		Power	Supply		
Tariff Code	Discontinued Lamps	Capacity	Non-Capacity	Delivery	Total
	Floodlight				
116 & 926	28,800 Metal Halide	0.00	4.15	11.65	15.80
	Post Top				
099 & 917	7,000 Mercury Vapor	0.00	1.90	10.35	12.25
122 & 928	9,500 HPS on Fiberglass Pole	0.00	1.05	28.55	29.60

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

The above rates for discontinued lamps are subject to all applicable riders and are no longer available for new installations. Company vendors of lighting products are no longer manufacturing non-LED fixtures. Customers with non-LED lights will be able to transition to available LED lighting options if their lights are no longer able to be maintained.

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

### **Hours of Lighting**

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise, every night and all night, or approximately 4,000 hours per annum.

#### Monthly Kilowatt-hour Usage

The monthly kilowatt-hours for each lamp type applicable to Tariffs OSL, SLC, and ECLS are as follows:

Type of Lamp and Approx. Lumens <sup>1</sup>		Total Watts	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Incandescent														
2,500 Lumens		189	79	67	67	57	51	45	48	55	60	71	75	81
4,000 Lumens		295	124	104	104	89	79	71	76	86	94	111	116	126
Mercury Vapor														
3,400 L 4,400 L	100W	130	55	46	46	39	35	31	33	38	41	49	51	56
7,560 L 8,500 L	175W	216	91	76	76	65	58	52	55	63	69	81	86	92
10,700 L 13,000 L	250W	301	126	106	106	90	81	72	77	88	97	113	119	129
19,100 L 23,000 L	400W	474	199	167	167	142	127	114	121	138	152	178	188	203
45,500 L 63,000 L	1,000W	1,135	477	400	400	340	304	272	291	331	363	427	449	486

(Continued on Sheet No. D-54.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF OSL (Outdoor Security Lighting)

(Continued From Sheet No. D-53.00)

Type of Lamp and Approx. Lumens <sup>1</sup>		Total Watts	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
High Pressure Sodium														
5,670 L 6,300 L	70W	86	36	30	30	26	23	21	22	25	28	32	34	37
8,550 L 9,500 L	100W	121	51	43	43	36	32	29	31	35	39	45	48	52
14,400 L 16,000 L	150W	176	74	62	62	53	47	42	45	51	57	66	70	75
19,800 L 22,000 L	200W	253	106	89	89	76	68	61	65	74	81	95	100	108
45,000 L 50,000 L	400W	500	210	176	176	150	134	120	128	146	160	188	198	214
Metal Halide														
17,000 L 20,500 L	250W	301	127	106	106	90	81	72	77	88	96	113	119	129
28,800 L 36,000 L	400W	474	199	167	167	142	127	114	121	138	152	178	188	203
LED														
4,800 L	41 W	41	17	14	14	12	11	10	10	12	13	15	16	17
5,000 L	45 W	45	19	16	16	14	12	11	12	13	14	17	18	19
5,700 L	57 W	57	24	20	20	17	15	14	15	17	18	22	22	24
7,000 L	65 W	65	28	23	23	20	17	15	16	19	21	24	26	28
8,300 L	85 W	85	36	30	30	26	22	20	21	25	28	32	34	36
8,500 L	88 W	88	38	31	31	26	23	21	22	25	29	33	35	38
14,000 L	139 W	139	59	49	49	42	37	33	35	40	44	52	55	60
18,800 L	150 W	150	64	53	53	45	39	36	38	43	49	56	60	64
23,000 L	219 W	219	93	77	77	66	58	52	55	63	71	82	88	93
37,800 L	297 W	297	127	104	104	89	78	71	74	86	97	112	119	127

#### Ownership of Facilities

All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps, and other appurtenances shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Company. Burned out lamps will normally be replaced within 48 hours after notification by customer.

### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

### **Applicable Riders**

Monthly charges computed under this tariff shall be adjusted in accordance with the following Commission-approved rider(s) listed on Sheet No. D-114.00.

(Continued on Sheet No. D-54.10)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF OSL (Outdoor Security Lighting)

(Continued From Sheet No. D-54.00)

#### Contracts

Contracts under this tariff will ordinarily be made for an initial term of one year for service where lights are installed on existing poles, or not less than five years for service requiring new poles. In the case of customers contracting for four or more lamps apiece, the Company reserves the right to include in the contract such other provisions as it may deem necessary to insure payment of bills throughout the term of the contract.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Service for a period of not less than 12 consecutive months.

#### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

## TARIFF SLS (Streetlighting Service)

#### Availability of Service

This tariff is withdrawn except for existing streetlights serving those municipalities, counties, and other governmental subdivisions in the former St. Joseph Rate Area having contracted for such service under this tariff, Tariff SLS (Streetlighting - New and Rebuilt Systems), or a special contract prior to the first effective date of Tariff ECLS (Energy Conservation Lighting Service) on August 13, 1980.

The Energy Policy Act of 2005 requires the mercury vapor ballasts shall not be manufactured or imported as of January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff. Due to vendors no longer manufacturing non-LED fixtures, customers taking service under Tariff 533 will transition to Tariff 535 once available maintenance stock for non-LED lighting has been depleted and customer lights upgraded to LED.

#### Streetlighting Facilities

All facilities necessary for streetlighting service hereunder, including, but not limited to, all poles, fixtures, streetlighting circuits, transformers, lamps, and other necessary facilities, shall be the property of the Company and may be removed if the Company so desires at the termination of any contract for service hereunder. The Company will maintain all such facilities; however, the Company will not be responsible for replacing or rebuilding obsolete, discontinued, decorative, or other facilities which, in the opinion of the Company, are too expensive or unusual to replace or rebuild. In such instances, the customer may, at its own expense, replace or rebuild the facilities or may contract for new service under any applicable tariff.

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

All SLS rates are subject to applicable riders as stated below.

Tariff Code 533 and 900	Monthly Rates (\$) per Lamp						
Lumens/Lamp Type	Powe Capacity	Power Supply Capacity Non-Capacity		Total			
On Wood Pole With Overhead Circuitry		оправлу тион варавлу					
7,000 Lumen Mercury Vapor 20,000 Lumen Mercury Vapor	0.00	1.90 4.15	5.45 5.55	7.35 9.70			
On Metallic, Concrete or Fiberglass Poles With Overhead Circuitry							
20,000 Lumen Mercury Vapor	0.00	4.15	7.90	12.05			
On Metallic, Concrete or Fiberglass Poles With Underground Circuitry							
7,000 Lumen Mercury Vapor	0.00	1.90	10.20	12.10			
20,000 Lumen Mercury Vapor	0.00	4.15	10.25	14.40			
50,000 Lumen Mercury Vapor	0.00	9.90	10.35	20.25			

(Continued on Sheet No. D-56.00)

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Michigan Public Service
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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

## TARIFF SLS (Streetlighting Service)

(Continued From Sheet No. D-55.00)

### Public Efficient Streetlighting Program

The Public Efficient Streetlighting Program (PES) is a program implemented under the Company's Energy Waste Reduction Program (EWR), designed to encourage energy efficient streetlighting through the conversion of existing Company-owned streetlights to LED streetlights. The PES will be performed under the terms and conditions of contained in the PES as approved by the Commission.

PES Monthly Rate (Tariff Code 535 and 907)	Price Per Lamp Per Month				
Lumens / Lamp Conversion Type	Power Supply Capacity Non-Capacity		Delivery	Total	
On Wood Pole					
With Overhead Circuitry					
7,000 Lumen MV > LED	0.00	1.90	5.45	7.35	
20,000 Lumen MV > LED	0.00	4.15	5.55	9.70	
On Metallic, Concrete or Fiberglass Poles With Overhead Circuitry					
20,000 Lumen MV > LED	0.00	4.15	7.90	12.05	
On Metallic, Concrete or Fiberglass Poles With Underground Circuitry					
7,000 Lumen MV > LED	0.00	1.90	10.20	12.10	
20,000 Lumen MV > LED	0.00	4.15	10.25	14.40	
50,000 Lumen MV > LED	0.00	9.90	10.35	20.25	

### Hours of Lighting

Streetlighting lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum.

#### Lamp Outages

All outages which are reported by a proper representative of the customer shall be repaired within two working days. If the lamp is not repaired within two working days, the monthly charge for that unit will be reduced by 1/30 for each day of the outage beyond two working days.

### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

(Continued on Sheet No. D-57.00)

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF SLS (Streetlighting Service)

(Continued From Sheet No. D-56.00)

#### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

#### Relocation and Removal of Lamps

Lamps may be relocated or removed when requested in writing by a proper representative of the Customer, subject, however to the following conditions:

Lamps will be relocated upon payment by the Customer of the estimated cost of doing the work.

Lamps will be removed upon payment by the Customer of the estimated cost of doing the work.

Upon completion of the work, billing for relocation or removal of lamps will be adjusted to reflect actual costs. Charges under this tariff will end when the lamp and/or facilities are removed.

The customer shall pay the ongoing cost of any existing facilities associated with the relocated or removed lamps which must remain in place for the sole purpose of supplying power to other lamps of the Customer. The ongoing cost shall be the cost as specified in Tariff OSL for Other Equipment. For any equipment not specified in Tariff OSL, the charge shall be based upon the Company's actual cost.

The Company will relocate or remove lamps as rapidly as labor conditions permit.

#### Contracts

Contracts under this tariff will ordinarily be made for an initial term of ten years with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company will have the right to require contracts for periods of longer than ten years.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Service for a period of not less than 12 consecutive months.

## Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF SLC (Streetlighting - Customer-Owned System)

#### Availability of Service

Available to municipalities, counties, and other governmental subdivisions for streetlighting service supplied through streetlighting systems which are owned by the municipality, county, or other governmental subdivision.

This tariff is also available to community associations which have been incorporated as not-for-profit corporations.

Service rendered hereunder is predicated upon the execution by the customer of an agreement specifying the type, number, and location of lamps to be lighted.

The availability of this service may be withheld from extension to otherwise qualifying customers' systems if, in the opinion of the Company, the location or design of such lighting system will create safety hazards or extraordinary difficulties in the performance of maintenance.

The Energy Policy Act of 2005 requires the mercury vapor ballasts shall not be manufactured or imported as of January 1, 2008. To the extent the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with the Tariff.

Monthly Rate (Tariff Code 531 and 901)

Rates are \$ per lamp per month.

Lamp Watts	Lumens/Lamp Type	Power Supply Capacity Non-Capacity		Delivery	Total
70	5,800 High Pressure Sodium	0.00	0.75	1.25	2.00
100	9,500 High Pressure Sodium	0.00	1.05	1.30	2.35
150	14,400 High Pressure Sodium	0.00	1.55	1.40	2.95
200	22,000 High Pressure Sodium	0.00	2.35	1.60	3.95
400	50,000 High Pressure Sodium	0.00	4.35	2.20	6.55
175	7,000 Mercury Vapor *	0.00	1.90	1.95	3.85
400	20,000 Mercury Vapor *	0.00	4.15	2.30	6.45
1,000	50,000 Mercury Vapor *	0.00	10.00	3.35	13.35
Span in Watts	-				
Up to 50 W	LED	0.00	0.35	1.10	1.45
51W to 100W	LED	0.00	0.80	1.45	2.25
101W to 150W	LED	0.00	1.25	1.85	3.10
151W to 250W	LED	0.00	1.95	2.50	4.45

<sup>\*</sup>Rates apply to existing luminaries only and are not available for new business.

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service. The above rates are subject to all applicable riders.

(Continued on Sheet No. D-59.00)

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Michigan Public Service
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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# TARIFF SLC (Streetlighting - Customer-Owned System)

(Continued From Sheet No. D-58.00)

#### Pole Contact Provision

When the customer chooses to own all components of the existing streetlight system on joint use distribution facilities, except for the poles and conductor, a distribution charge of \$0.47 per lamp per month will be added to the monthly lamp rate.

This rate applies only where the Company has existing facilities in place. If such existing facilities must be modified or rebuilt to accommodate the safe installation and maintenance of customer-owned streetlight equipment, then the customer shall reimburse the Company for the total cost of such modifications or rebuilt facilities. The Company reserves the right to relocate or remove existing distribution facilities. When such relocation or removal occurs, the customer will have the option to either purchase the poles and conductors to maintain service to the streetlight system or to abandon such facilities. All installations or removal of customer-owned equipment on Company-owned poles will be made by the Company and the customer shall reimburse the Company for the cost of such installations or removals.

The Company will not extend existing distribution facilities or build new distribution facilities for the sole purpose of accommodating a customer-owned streetlight system unless the customer agrees to reimburse the Company for the cost of such new facilities.

#### Hours of Lighting

Lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum.

### Lamp Outages

All outages which are reported by a proper representative of the customer shall be repaired within two working days. If the lamp is not repaired within two working days, the monthly charge for that unit will be reduced by 1/30 for each day of the outage beyond two working days.

#### Service To Be Rendered

For completely customer-owned systems, the Company will furnish electrical energy for the operation of lamps and will maintain same by renewals of lamps and cleaning and replacement of glassware. Other maintenance, repair, and replacement will be the responsibility of the customer.

For customer-owned systems on Company poles, all maintenance of customer-owned streetlight equipment shall be performed by Company personnel. The Company will furnish energy for operation of lamps and maintain same by renewals of lamps and cleaning and replacement of glassware. The Company will not be responsible to provide replacement glassware for discontinued, decorative, or certain other luminaires which, in the opinion of the Company, are too expensive or unusual to warrant such replacement service. The Company may, at its option, provide service to such luminaires, but the customer will be required to provide at

(Continued on Sheet No. D-60.00)

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# TARIFF SLC (Streetlighting - Customer-Owned System)

(Continued From Sheet No. D-59.00)

no cost to the Company the replacement glassware. All other maintenance on the customer's streetlight system shall be performed by the Company at the customer's expense.

Customers who perform all maintenance, repair, and replacement of lamps and fixtures (except for photo control) will receive a monthly distribution credit of \$1.81 per lamp.

#### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00

### **Contracts**

Contracts under this tariff will ordinarily be made for an initial term of one year with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company will have the right to require contracts for periods of longer than one year.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Service for a period of not less than 12 consecutive months.

### **Special Terms and Conditions**

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

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## TARIFF ECLS (Energy Conservation Lighting Service)

#### Availability of Service

Available for streetlighting service to municipalities, counties, and other governmental subdivisions. This rate is applicable for service that is supplied through new or rebuilt streetlighting systems, including extension of streetlighting systems to additional locations where service is requested by the customer. Service rendered hereunder is predicated upon the execution by the customer of an agreement specifying the type, minimum number, and location of lamps to be supplied and lighted.

The Energy Policy Act of 2005 requires that mercury vapor ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

	Tariff Codes 530 and 902	Monthly Rates in (\$) per Lamp					
Lamp Watts	Lumens/Lamp Type	Power Capacity	Power Supply Capacity Non-Capacity		Total		
	On Wood Pole With Overhead Circuitry						
41	4,800 Lumen Roadway LED	0.00	0.35	15.80	16.15		
88	8,500 Lumen Roadway LED	0.00	0.80	16.65	17.45		
139	14,000 Lumen Roadway LED	0.00	1.25	18.50	19.75		
219	23,000 Lumen Roadway LED	0.00	1.95	20.05	22.00		
	Post-top Lamp on Fiberglass Pole With Underground Circuitry						
45	5,000 Lumen Post-Top LED	0.00	0.40	18.20	18.60		
65	7,000 Lumen Post-Top LED	0.00	0.55	18.65	19.20		
85	8,300 Lumen Post-Top LED	0.00	0.75	26.35	27.10		

For new and discontinued lighting, Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

Company lighting rates are subject to all applicable riders.

(Continued on Sheet No. D-62.00)

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## TARIFF ECLS (Energy Conservation Lighting Service)

(Continued from Sheet No. D-61.00)

The customer will be required to make a contribution in aid of construction calculated in accordance with the formula set forth below if the customer requests the installation of any facility other than a standard Company luminaire and an upsweep arm not over 10 feet in length installed on a pole described in the above rate. The contribution in aid of construction will equal the difference between estimated cost of the streetlighting system requested by the customer and the estimated cost of a streetlighting system using a lamp controlled by a photoelectric relay, a standard Company luminaire, and an upsweep arm not over 10 feet in length installed on a wood pole with overhead circuitry of a span length not to exceed 150 feet. When underground facilities are requested by the customer, the estimated installed distribution cost of the underground circuit will be \$9.10 per foot plus any and all costs required to repair, replace, or push under sidewalks, pavements, or other obstacles. A customer paying a contribution in aid of construction will pay the above monthly rate for wood poles with overhead circuitry.

<u>DISCONTINUED LIGHTING</u> - The following rates apply to existing luminaires and are not available for new business due to lighting manufacturer no longer producing non-LED lighting fixtures. Customers will move to LED lighting options once available maintenance stock is depleted.

	Tariff Codes 530 and 902		Monthly Rate	e in \$ per Lamp				
Lamp Watts	Lumens / Lamp Type	Pow Capacity	Power Supply Capacity Non-Capacity		Total			
	On Wood Pole with Overhead Circuitry							
70	5,800 High Pressure Sodium	0.00	0.35	4.30	4.65			
100	9,500 High Pressure Sodium	0.00	1.05	4.30	5.35			
150	15,500 High Pressure Sodium	0.00	1.50	4.45	5.95			
200	22,000 High Pressure Sodium	0.00	2.20	5.00	7.20			
400	50,000 High Pressure Sodium	0.00	3.75	5.55	9.30			
100	3,500 Mercury Vapor	0.00	0.90	5.45	6.35			
175	7,000 Mercury Vapor	0.00	1.90	5.45	7.35			
250	11,000 Mercury Vapor	0.00	2.60	5.45	8.05			
400	20,000 Mercury Vapor	0.00	3.70	5.55	9.25			
1,000	50,000 Mercury Vapor	0.00	4.35	5.65	10.00			
	On Metallic, Concrete or Fibe	erglass Pole w	ith Overhead Circu	itry				
70	5,800 High Pressure Sodium	0.00	0.75	8.95	9.70			
100	9,500 High Pressure Sodium	0.00	1.05	9.00	10.05			
150	15,500 High Pressure Sodium	0.00	1.55	9.10	10.65			
200	22,000 High Pressure Sodium	0.00	2.20	9.60	11.80			
400	50,000 High Pressure Sodium	0.00	4.35	10.20	14.55			
175	7,000 Mercury Vapor	0.00	1.90	7.85	9.75			
250	11,000 Mercury Vapor	0.00	2.60	7.70	10.30			
400	20,000 Mercury Vapor	0.00	4.15	7.90	12.05			
1,000	50,000 Mercury Vapor	0.00	10.00	8.00	18.00			

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## **TARIFF ECLS** (Energy Conservation Lighting Service)

(Continued from Sheet No. D-62.00)

DISCONTINUED LIGHTING (Continued)

	Tariff Codes 530 and 902	Monthly Rate	in \$ per Lamp		
Lamp Watts	Lumens / Lamp Type	Power Supply Capacity Non-Capacity		Delivery	Total
	On Metallic, Concrete or Fibe	rglass Pole wi	th Underground C	Circuitry	
70	5,800 High Pressure Sodium	0.00	0.75	8.95	9.70
100	9,500 High Pressure Sodium	0.00	1.05	9.00	10.05
200	22,000 High Pressure Sodium	0.00	2.20	9.60	11.80
400	50,000 High Pressure Sodium	0.00	4.35	10.20	14.55
175	7,000 Mercury Vapor	0.00	1.90	10.25	12.15
400	20,000 Mercury Vapor	0.00	4.15	10.25	14.40
1,000	50,000 Mercury Vapor	0.00	10.00	10.35	20.35
	Post-Top Lamp on Fiberglass Pole with Underground Circuitry				
100	9,500 High Pressure Sodium	0.00	1.05	5.75	6.80
175	7,000 Mercury Vapor	0.00	1.90	1.95	3.85

(Continued on Sheet No. D-63.00)

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## TARIFF ECLS (Energy Conservation Lighting Service)

(Continued From Sheet No. D-62.00)

Public Efficient Streetlighting Program (PES)

The Public Efficient Streetlighting Program (PES) is a program implemented under the Company's Energy Waste Reduction Program, designed to encourage energy efficient streetlighting through the conversion of existing Company-owned streetlights to LED streetlights. The PES will be performed under the terms and conditions contained in the PES as approved by the Commission.

PES	Tariff Codes (536) and (908)	Monthly Rates in (\$) per Lamp			
Lamp Watts	Lumens / Conversion Type	Powe Capacity	r Supply Non-Capacity	Delivery	Total
	On Wood Pole With Overhead Circuitry				
70	5,800 HPS > LED	0.00	0.35	4.30	4.65
100	9,500 HPS > LED	0.00	1.05	4.30	5.35
150	15,500 HPS > LED	0.00	1.50	4.45	5.95
200	22,000 HPS > LED	0.00	2.20	5.00	7.20
400	50,000 HPS > LED	0.00	3.75	5.55	9.30
100	3,500 MV > LED	0.00	0.90	5.45	6.35
175	7,000 MV > LED	0.00	1.90	5.45	7.35
250	11,000 MV > LED	0.00	2.60	5.45	8.05
400	20,000 MV > LED	0.00	3.70	5.55	9.25
1,000	50,000 MV > LED	0.00	4.35	5.65	10.00
	On Metallic, Concrete or	Power Supply			
	Fiberglass	Capacity	Non-Capacity	Delivery	Total
	Pole With Overhead Circuitry*				
70	5,800 HPS > LED	0.00	0.75	8.95	9.70
100	9,500 HPS > LED	0.00	1.05	9.00	10.05
150	15,500 HPS > LED	0.00	1.55	9.10	10.65
200	22,000 HPS > LED	0.00	2.20	9.60	11.80
400	50,000 HPS > LED	0.00	4.35	10.20	14.55
175	7,000 MV > LED	0.00	1.90	7.85	9.75
250	11,000 MV > LED	0.00	2.60	7.70	10.30
400	20,000 MV > LED	0.00	4.15	7.90	12.05
1,000	50,000 MV > LED	0.00	10.00	8.00	18.00
	On Metallic, Concrete or				
	Fiberglass Pole				
	With Underground Circuitry*	0.00	1 0.75	0.05	0.70
70	5,800 HPS > LED	0.00	0.75	8.95	9.70
100	9,500 HPS > LED	0.00	1.05	9.00	10.05
200	22,000 HPS > LED	0.00	2.20	9.60	11.80
400	50,000 HPS > LED	0.00	4.35	10.20	14.55

(Continued on Sheet No. D-64.00)

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# TARIFF ECLS (Energy Conservation Lighting Service)

(Continued From Sheet No. D-63.00)

PES	Tariff Codes (536) and (908)	Monthly Rates in \$ per Lamp			
Lamp Watts	On Metallic, Concrete or Fiberglass Pole With Underground Circuitry	Power Supp Non-0	<u>lly</u> Capacity Capacity	Delivery	Total
175	7,000 MV > LED	0.00	1.90	10.25	12.15
400	20,000 MV > LED	0.00	4.15	10.25	14.40
1,000	50,000 MV > LED	0.00	10.00	10.35	20.35
	Post-top Lamp on Fiberglass Pole With Underground Circuitry				
100	9,500 HPS > LED	0.00	1.05	5.75	6.80
175	7,000 MV > LED	0.00	1.90	1.95	3.85

<sup>\*</sup>Rates apply to existing luminaries only and are not available for new business.

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

The above rates are subject to all applicable riders.

### Lamp Outages

All outages that are reported by a proper representative of the customer shall be repaired within two working days. If the lamp is not repaired within two working days, the monthly charge for that unit will be reduced by 1/30 for each day of the outage beyond two working days.

#### Streetlighting Facilities

All facilities necessary for streetlighting service hereunder, including but not limited to, all poles, fixtures, streetlighting circuits, transformers, lamps, and other necessary facilities, shall be the property of the Company and may be removed if the Company so desires at the termination of any contract. The Company will maintain all such facilities.

#### **Hours of Lighting**

Lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum.

### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00

(Continued on Sheet No. D-65.00)

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# TARIFF ECLS (Energy Conservation Lighting Service)

(Continued From Sheet No. D-64.00)

#### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

#### Relocation and Removal of Lamps

Lamps may be relocated or removed as rapidly as labor conditions permit when requested in writing by a proper representative of the Customer, subject, however to the following conditions:

Lamps will be relocated / removed upon payment by Customer of the estimated cost of doing the work.

Upon completion of the work, billing for relocation or removal of lamps will be adjusted to reflect actual costs. Charges under this tariff will end when the lamp and/or facilities are removed.

The customer shall pay the ongoing cost of any existing facilities associated with the relocated or removed lamps which must remain in place for the sole purpose of supplying power to other lamps of the Customer. The ongoing cost shall be the cost as specified in Tariff OSL for Other Equipment. For any equipment not specified in Tariff OSL, the charge shall be based upon the Company's actual cost.

#### Contracts

Contracts under this tariff will ordinarily be made for an initial term of one year with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company will have the right to require contracts for periods of longer than one year.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Service for a period of not less than 12 consecutive months.

#### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

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# TARIFF SLCM (Streetlighting - Customer-Owned System - Metered)

#### Availability of Service

Available to municipalities, counties, and other governmental subdivisions for lighting on streets and highways (including illuminated signs) and in parks and other such public areas. This tariff is also available for lighting systems serving outdoor recreational facilities such as baseball fields and football stadiums.

This tariff is also available to community associations which have been incorporated as not-for-profit corporations.

Monthly Rate (Tariff Codes 733, 734, 903 and 904)

	Power Supply Capacity Non-Capacity		Dolivery	Total
			Delivery	TOTAL
Service Charge (\$):			•	
Single Phase 120/240 volts			7.58	7.58
Single Phase 240/480 volts			26.35	26.35
Energy Charge (¢ per kWh)	0.00	2.650	2.381	5.031

Capacity and Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Capacity Power Supply and Delivery Charges only are applicable to Open Access Distribution customers unless the Open Access Distribution customer obtains capacity service from its AES, in which case the full monthly Capacity Power Supply Charges above will be credited consistent with item 4 of the Self-Supply Capacity Terms and Conditions of Open Access Distribution Service.

#### Hours of Service

This service is available only during the hours each day between sunset and sunrise. Daytime use of energy under this rate is strictly forbidden except for the sole purpose of testing and maintaining the lighting system.

#### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

#### Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-114.00.

(Continued on Sheet No. D-67.00)

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# TARIFF SLCM (Streetlighting - Customer-Owned System - Metered)

(Continued From Sheet No. D-66.00)

#### Contracts

A written contract may, at the Company's option, be required for each customer. Customers requiring service in multiple locations may combine services under one agreement.

Standard Service Contracts will ordinarily be made for an initial term of one year with self-renewal provisions for successive terms of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of any term. The contract will specify the service location(s) and the approximate connected load in kilowatts. A separate invoice will be rendered each billing period for each meter location regardless of the number of contracts.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue Standard Service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the Terms and Conditions of Open Access Distribution Service, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Service for a period of not less than 12 consecutive months.

#### Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service, or Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service, as applicable.

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# TARIFF COGEN/SPP (Cogeneration and/or Small Power Production Service)

### Availability of Service

This schedule is available to Standard Service customers with cogeneration and/or small power production (COGEN/SPP) facilities that qualify under Section 210 of the Public Utilities Regulatory Policies Act of 1978, have a total design capacity of 20 MW or less (COGEN) or 5 MW or less (SPP), and who take Standard Service from the Company. Such facilities shall be designed to operate properly in parallel with the Company's system without adversely affecting the operation of equipment and services of the Company and its customers, and without presenting safety hazards to the Company and customer personnel.

The customer has the following options under this schedule, which will affect the determination of energy and capacity and the monthly metering charges:

#### (1) Option 1

The customer does not sell any energy or capacity to the Company and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.

#### (2) Option 2

The customer sells to the Company the energy and average capacity produced by the customer's qualifying COGEN/SPP facilities in excess of the customer's total load and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.

### (3) Option 3

The customer sells to the Company the total energy and average capacity produced by the customer's qualifying COGEN/SPP facilities while simultaneously purchasing from the Company its total load requirements, as determined by appropriate meters located at one delivery point.

Billing under this schedule shall consist of charges for delivery of electrical energy and capacity from the Company to the customer to supply the customer's net or total load according to the rate schedule appropriate for the customer, except as modified herein, plus charges to cover additional costs due to COGEN/SPP facilities, as specified herein, less credits for excess or total electrical energy and capacity produced by the customer's qualifying COGEN/SPP facilities as specified herein.

(Continued on Sheet No. D-69.00)

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# TARIFF COGEN/SPP (Cogeneration and/or Small Power Production Service)

(Continued From Sheet No. 68.00)

#### Measurement of Energy and Determination of Capacity

Energy and capacity supplied by the Company to the customer and/or produced by the customer's qualifying COGEN/SPP facilities shall be determined by appropriate meters located at one delivery point. Such meters shall be capable of determining energy, and billing demand where applicable, from the Company to the customer to supply the customer's net or total load as required under the rate schedule appropriate for such deliveries. The excess or total energy and average capacity produced by the customer's qualifying COGEN/SPP facilities shall be determined by means of meters other than those used to determine the net or total energy and capacity requirements of the customer's load. At the option of the customer, such meters may be capable of registering produced excess or total energy and average capacity separately during the on-peak and off-peak periods.

Under Option 3, when metering potential for COGEN/SPP facilities is the same as the Company's delivery potential, the customer shall, at his option, either route the COGEN/SPP totalized output leads through the metering point, or make available at the metering point for the use of the Company and as specified by the Company metering current leads that will enable the Company to measure adequately the total electrical energy and average capacity produced by the qualifying COGEN/SPP facilities, as well as to measure the electrical energy consumption and capacity requirements of the customer's total load. When metering potential for COGEN/SPP facilities is different from the Company's delivery potential, metering requirements and charges shall be determined specifically for each case.

#### Monthly Charges for Delivery from the Company to the Customer

#### (1) <u>Supplemental Service</u>

Available to the customer to supplement its COGEN/SPP source of power supply which will enable either or both sources of supply to be utilized for all or any part of the customer's total requirements.

Charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the rate schedule appropriate for the customer. Option 1 and Option 2 customers with COGEN/SPP facilities having a total design capacity of more than 10 kW shall be served under demand-metered rate schedules.

#### (2) Back-up and Maintenance Service

Option 1 and Option 2 customers with COGEN/SPP facilities having a total design capacity of more than 10 kW shall be required to purchase backup service to replace energy from COGEN/SPP facilities during maintenance and unscheduled outages of its COGEN/SPP facilities. Contracts for such service shall be executed on a special contract form for a minimum term of one year.

(Continued on Sheet No. D-70.00)

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Michigan Public Service Commission

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# TARIFF COGEN/SPP (Cogeneration and/or Small Power Production Service)

(Continued From Sheet No. D-69.00)

Option 3 customers purchasing their total energy requirements from the Company will not be considered as taking backup service. Customers having cogeneration and/or small power production facilities that operate intermittently during all months (i.e. wind or solar) such that the customer's monthly billing demands under the demand-metered rate schedule will be based upon the customer's maximum monthly demand which will occur at a time when the cogeneration and/or small power production facility is not in operation will also not be considered as taking backup service.

The backup capacity in kilowatts shall be initially established by mutual agreement for electrical capacity sufficient to meet the maximum backup requirements which the Company is expected to supply. Whenever the backup capacity so established is exceeded by the creation of a greater actual maximum demand, excluding firm load regularly supplied by the Company, then such greater demand becomes the new backup capacity.

The monthly charge per kW of backup capacity paid by customers served under demand-metered rate schedules shall be as follows:

Power Supply	Delivery Service	Total
\$0.82	\$1.64	\$2.46

Whenever backup and maintenance capacity is used and the customer notifies the Company in writing prior to the meter reading date, the backup contract capacity shall be subtracted from the total metered demand during the period specified by the customer for billing demand purposes. After 1,900 hours of use during the contract year, the total metered demand shall be used as the billing demand each month until a new contract year is established.

In lieu of the above monthly charge, customers may instead elect to have the monthly billing demand under the demand-metered rate schedules determined each month as the highest of the monthly billing demand for the current and previous two billing periods.

### **Charges for Special Facilities**

There shall be additional distribution charges to cover the cost of special metering, safety equipment, and other local facilities installed by the Company due to COGEN/SPP facilities as follows:

### (1) Monthly Metering Charge

The additional monthly distribution charge for special metering facilities shall be as follows:

(Continued on Sheet No. D-71.00)

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## TARIFF COGEN/SPP (Cogeneration and/or Small Power Production Service)

(Continued From Sheet No. D-70.00)

#### (a) Option 1

Where the customer does not sell electricity to the Company, the Company will install a detent to prevent reverse meter rotation and will include its cost in the local facilities charge, thus not requiring a separate additional monthly metering charge.

## (b) Option 2(a)

Where standard energy meters are used to measure the excess energy and average capacity purchased by the Company:

	Single Phase	Polyphase
Primary Service or Secondary Service Over 200 Amps	\$ 12.67	\$ 12.67
Secondary Service of 200 Amps or Less	\$ 1.23	\$ 7.45

### (c) Option 2(b)

Where time-of-day (TOD) energy meters are used to measure the excess energy and average capacity purchased by the Company:

	Single Phase	Polyphase
Primary Service or Secondary Service Over 200 Amps	\$ 12.96	\$ 12.96
Secondary Service of 200 Amps or Less	\$ 4.70	\$ 7.74

(Continued on Sheet No. D-72.00)

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# TARIFF COGEN/SPP (Cogeneration and/or Small Power Production Service)

(Continued From Sheet No. D-71.00)

### (d) Option 3(a)

Where standard energy meters are used to measure the total energy and average capacity produced by the customer's COGEN/SPP facilities:

	Single Phase	Polyphase
Primary Service or Secondary Service Over 200 Amps Using Metering Current Leads	\$ 12.67	\$ 12.67
Secondary Service of 200 Amps or Less Using Metering Current Leads	\$ 12.67	\$ 12.67
Secondary Service of 200 Amps or Less Using Totalized Output Leads	\$ 1.23	\$ 7.45

### (e) Option 3(b)

Where time-of-day (TOD) energy meters are used to measure the total energy and average capacity produced by the customer's COGEN/SPP facilities:

	Single Phase	Polyphase
Primary Service or Secondary Service Over 200 Amps Using Metering Current Leads	\$ 12.96	\$ 12.96
Secondary Service of 200 Amps or Less Using Metering Current Leads	\$ 12.96	\$ 12.96
Secondary Service of 200 Amps or Less Using Totalized Output Leads	\$ 1.23	\$ 7.74

(Continued on Sheet No. D-73.00)

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# TARIFF COGEN/SPP (Cogeneration and/or Small Power Production Service)

(Continued From Sheet No. D-72.00)

#### (2) Local Facilities Charge

Additional charges to cover the cost of safety equipment and other local facilities installed by the Company shall be determined by the Company for each case and collected from the customer. The customer shall make a one-time payment for such charges upon completion of the required additional facilities, or, at the customer's option, twelve consecutive equal monthly payments reflecting an annual interest charge equal to the maximum rate permitted by law not to exceed the prime rate in effect at the first billing for such installments.

Monthly Credits or Payments for Excess or Total Electrical Energy and Capacity Produced by COGEN/SPP Facilities

## (1) Energy Credit (Energy-only Credit Option)

The following generation credits or payments from the Company to the customer shall apply for the excess electrical energy delivered to the Company under Option 2 or the total electrical energy produced by the customer's qualifying COGEN/SPP facilities under Option 3:

(a) For the first 5 years of the Contract term, all energy delivered or produced during the billing period shall be credited at fixed price per kWh in accordance with the following table:

	Energy Credits (¢/kWh)			
Year	Standard (non-TOD)	TOD On-Peak	TOD Off-Peak	
2023	2.85	3.33	2.41	
2024	2.56	2.99	2.16	
2025	2.54	2.97	2.15	
2026	2.56	2.99	2.17	
2027	2.64	3.08	2.24	
2028	2.77	3.23	2.36	
2029	2.91	3.40	2.47	
2030	3.09	3.25	2.94	

- (b) After the first 5 years of the Contract Term, all energy delivered or produced during the billing period shall be credited at the real-time PJM wholesale location marginal price at a Company pricing node mutually agreed upon by the Company and the customer, averaged over the month if standard energy meters are used and averaged over the on-peak period and off-peak period if TOD meters are used.
- (c) Customers not under a COGEN / SPP contract shall receive the annual energy credit rate as established on the chart above.

### (2) Capacity Credit (Capacity and Energy Credit Option)

(Continued on Sheet No. D-74.00)

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# TARIFF COGEN/SPP (Cogeneration and/or Small Power Production Service)

(Continued From Sheet No. D-73.00)

### Capacity Credit (Capacity and Energy Credit Option)

This Capacity and Energy Credit option will only be open to customers with units capable of generating greater than 20kW for the PJM Planning Years in which the Company has a capacity need. Consistent with I&M's 2021 IRP, this option is expected to be available through May 31, 2025, which represents the end of the 2024/2025 PJM Planning Year. A customer that elects this option, while available, would be eligible to receive the capacity payment for the life of the contract signed with the QF, regardless of the Company's future need for capacity.

If the customer contracts to deliver a specified average capacity during the on-peak monthly billing period (on-peak contract capacity), then the following capacity credits or payment from the Company to the customer shall apply:

2022/2023 \$5.48 kW/month 2023/2024 \$5.61 kW/month 2024/2025 \$5.74 kW/month, times the lowest of:

- (a) monthly on-peak capacity, or
- (b) current month on-peak metered average capacity, i.e., on-peak kWh delivered to the Company divided by 305, or
- (c) lowest on-peak average capacity metered during the previous two months.

Customers electing to receive a capacity credit will receive an energy credit at the real-time PJM LMP at the time of delivery.

#### On-Peak and Off-Peak Periods

The on-peak period shall be defined as starting at 7 a.m. and ending at 11 p.m., local time, Monday through Friday.

The off-peak period shall be defined as starting at 11 p.m. and ending at 7 a.m., local time, for all weekdays, Monday through Friday, and all hours of Saturday and Sunday.

#### Contract Term

A Contract may be required for customers with systems capable of generating 20 kW or less. Customers with systems capable of generating more than 20 kW may select either a 5, 10, 15 or 20-year contract length.

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

## TARIFF CATV (Pole Attachment Rental - Cable Television)

#### Availability of Service

Available to any person, firm, corporation, partnership, or cooperatively organized association ("Attaching Party or Attachee"), other than a utility or a municipality, who has obtained under law any necessary public or private authorization and permission to construct and maintain attachments such as wire, cable, facility, or other apparatus on Company poles so long as those attachments do not interfere, obstruct, or delay the service and operation of the Company or create a safety hazard.

## **Distribution Charges and Rates**

In addition to the pole application fee set forth below, Attachee agrees to pay Company an initial contact fee and an annual attachment charge at the rates specified in this tariff for the use of each of Company's poles, any portion of which is occupied by or reserved at Attachee's request for the attachment of Attachee's facilities at any time during the rental period.

#### **Basic Charges and Rates**

1. Pole Application Fee:

\$50.00 plus \$10.00 per pole

The purpose of the application fee is to recover the Company's expense to conduct the make-ready survey required to determine the feasibility of the requested attachment(s). The application fee is due at the time application is made.

Initial Contact Fee:

\$1.25 per pole

To cover the cost to the Company not separately accounted for in processing the application for each initial contact, but no such initial contact fee shall be required if the customer has previously paid an initial contact fee with respect to such pole location.

3. Annual Attachment Charge:

\$3.74 per pole per year

Attachee agrees to pay Company the annual rate for the use of each of Company's poles, any portion of which is occupied by, or reserved at Attachee's request for the attachment of Attachee at any time during the rental period.

#### Other Charges

- All charges for inspections, engineering, rearrangements, or removals of Attachee's facilities from Company's poles and other work performed for Attachee shall be based on the full cost and expense to Company in performing such work. The charges shall be determined in accordance with the normal and customary methods used by the Company in determining such costs.
- 2. The charges for replacement of poles necessary to facilitate Attachee's attachments and requirements shall be net costs as determined by the normal and customary methods used by the Company.

(Continued on Sheet No. D-76.00)

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## TARIFF CATV (Pole Attachment Rental - Cable Television)

(Continued From Sheet No. D-75.00)

#### Payment and Billing

Invoices shall be rendered by Company, in advance, on an annual basis on or about July 1 based upon the attachments in place as of the preceding June 1. For any pole occupied or reserved at any time during the rental year, the full attachment charge will be billed on the subsequent annual billing. Payment will be due 45 days from the date the invoice is issued by the Company.

Invoices to Attachees with fewer than 20 pole attachments may be rendered on a multi-year basis so as to effect a minimum billing invoice of \$30.

On all amounts not paid when due, an additional charge of 1.5% per month shall be assessed.

#### **Agreements**

Pole attachments shall be allowed only upon signing by Company and the Attachee of a written agreement making reference to this tariff.

### Period of Agreement

Agreements executed with reference to this tariff shall continue until cancelled by either party on not less than 60 days' prior written notice to the other. No such termination, however, shall reduce or eliminate the obligation of the Attachee to make payments of any amounts due to Company for any service covered by this tariff, and shall not waive charges for any attachment until it is removed from the pole to which it is attached.

#### **Special Terms and Conditions**

The terms and conditions of service shall be as set forth within the Company's standard agreement and this tariff.

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### TARIFF CS-IRP (CONTRACT SERVICE – INTERRUPTIBLE POWER)

#### Availability of Service

Available to customers having interruptible demands of 1,000 kW or greater, who contract for Standard Service under one of the Company's interruptible service options. The Company reserves the right to limit the total contract capacity for all customers served under this tariff to 50,000 kW.

### Conditions of Service

The Company will offer eligible customers the opportunity to receive service under options which provide for mandatory (capacity) interruptions and discretionary (energy) interruptions pursuant to a contract agreed to by the Company and the Customer.

For mandatory (capacity) interruptions, the minimum interruption requirement shall be the minimum required under the PJM Interconnection, LLC (PJM) Emergency Load Response Program for capacity purposes, or any successor thereto. The minimum compensation for mandatory (capacity) interruptions shall be 80% of the applicable PJM Reliability Pricing Model ("RPM") clearing price.

Upon receipt of a request from the Customer for interruptible service, the Company will provide the Customer with a written offer containing the rates and related terms and conditions of service under which such service will be provided by the Company. If the parties reach an agreement based upon the offer provided to the Customer by the Company, such written contract will be filed with the Commission. The contract shall provide full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto, subject to the designation of the terms and conditions of the contract as confidential, as set forth herein.

The Company shall require customers participating under Tariff CS-IRP to annually test the customer's ability to curtail in accordance with PJM rules. If an actual curtailment event occurs prior to the annual test, the event will be utilized for this purpose in lieu of a test. Non-compliance charges will apply for customers that fail to perform during test or curtailment events. PJM testing and curtailment events require participants to verifiably reduce load down to their stated firm service level for the duration of the test or event. For more information regarding PJM Load Management and testing requirements (section 8.7), visit the following PJM site: https://pjm.com/-/media/documents/manuals/m18.ashx

#### Rate

Charges for service under this schedule will be set forth in the written agreement between the Company and the Customer and will reflect a discount from the firm service rates otherwise available to the Customer.

#### **Contract Terms**

The length of the agreement and the terms and conditions of service will be stated in the agreement between the Company and the Customer.

(Continued on Sheet No. D-78.00)

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# TARIFF CS-IRP (CONTRACT SERVICE – INTERRUPTIBLE POWER)

(Continued From Sheet No. D-77.00)

### Confidentiality

All terms and conditions of any written contract under this schedule shall be protected from disclosure as confidential, proprietary trade secrets if either the Customer or the Company requests a Commission determination of confidentiality, and the Commission finds that the party requesting such protection has shown good cause for protecting the terms and conditions of the contract.

### **Terms and Conditions**

Except as otherwise provided in the written agreement, the Company's Terms and Conditions of Standard Service shall apply to service under this tariff.

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## RIDER AFS (Alternate Feed Service)

#### Availability of Service

Standard Alternate Feed Service (AFS) is a premium service providing a redundant distribution service provided through a redundant distribution line and distribution station transformer, with automatic or manual switch-over and recovery, which provides increased reliability for distribution service. Rider AFS applies to those customers requesting new or upgraded AFS after the effective date of this rider. Rider AFS also applies to existing customers that desire to maintain redundant service when the Company must make expenditures in order to continue providing such service.

Rider AFS is available to customers who request a primary voltage alternate feed and who normally take service under Tariffs G.S., L.G.S., L.P., M.S. or W.S.S. for their basic service requirements, provided that the Company has adequate capacity in existing distribution facilities, as determined by the Company, or if changes can be made to make capacity available. AFS provided under this rider may not be available at all times, including emergency situations.

#### System Impact Study Charge

The Company shall charge the customer for the actual cost incurred by the Company to conduct a system impact study for each site reviewed. The study will consist of, but is not limited to, the following: (1) identification of customer load requirements, (2) identification of the potential facilities needed to provide the AFS, (3) determination of the impact of AFS loading on all electrical facilities under review, (4) evaluation of the impact of the AFS on system protection and coordination issues including the review of the transfer switch, (5) evaluation of the impact of the AFS request on system reliability indices and power quality, (6) development of cost estimates for any required system improvements or enhancements required by the AFS, and (7) documentation of the results of the study. The Company will provide to the customer an estimate of charges for this study.

#### Equipment and Installation Charge

The customer shall pay, in advance of construction, a nonrefundable amount for all equipment and installation costs for all dedicated and/or local facilities provided by the Company required to furnish either a new or upgraded AFS. The payment shall be grossed-up for federal and state income taxes, assessment fees and utility receipts taxes. The customer will not acquire any title in said facilities by reason of such payment. The equipment and installation charge shall be determined by the Company and shall include, but not be limited to, the following: (1) all costs associated with the AFS dedicated and/or local facilities provided by the Company and (2) any costs or modifications to the customer's basic service facilities.

The customer is responsible for all costs associated with providing and maintaining phone service for use with metering to notify the Company of a transfer of service to the AFS or return to basic service.

(Continued on Sheet No. D-80.00)

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## RIDER AFS (Alternate Feed Service)

(Continued From Sheet No. D-79.00)

#### **Transfer Switch Provisions**

In the event the customer receives basic service at primary voltage, the customer shall install, own, maintain, test, inspect, operate and replace the transfer switch. Customer-owned switches are required to be at primary voltage and must meet the Company's engineering, operational and maintenance specifications. The Company reserves the right to inspect the customer-owned switches periodically and to disconnect the AFS for adverse impacts on reliability or safety.

Existing AFS customers, who receive basic service at primary voltage and are served via a Company-owned transfer switch and control module, may elect for the Company to continue ownership of the transfer switch. When the Company-owned transfer switch and/or control module requires replacement or repair, and the customer desires to continue the AFS, the customer shall pay the Company the total cost to replace such equipment which shall be grossed up for federal and state income taxes, assessment fees and utility receipts taxes. In addition, the customer shall pay a monthly rate of \$20.01 for the Company to annually test the transfer switch / control module and the customer shall reimburse the Company for the actual costs involved in maintaining the Company-owned transfer switch and control module.

In the event a customer receives basic service at secondary voltage and requests AFS, the Company will provide the AFS at primary voltage. The Company will install, own, maintain, test, inspect and operate the transfer switch and control module. The customer shall pay the Company a nonrefundable amount for all costs associated with the transfer switch installation. The payment shall be grossed-up for federal and state income taxes, assessment fees and utility receipts taxes. In addition, the customer is required to pay the monthly rate for testing and ongoing maintenance costs defined above. When the Company-owned transfer switch and/or control module requires replacement, and the customer desires to continue the AFS, customer shall pay the Company the total cost to replace such equipment which shall be grossed up for federal and state income taxes, assessment fees and utility receipts taxes.

After a transfer of service to the AFS, a customer utilizing a manual or semi-automatic transfer switch shall return to the basic service within one (1) week or as mutually agreed to by the Company and customer. In the event system constraints require a transfer to be expedited, the Company will endeavor to provide as much advance notice as possible to the customer. However, the customer shall accomplish the transfer back to the basic service within ten minutes if notified by the Company of system constraints. In the event the customer fails to return to basic service within 12 hours, or as mutually agreed to by the Company and customer, or within ten minutes of notification of system constraints, the Company reserves the right to immediately disconnect the customer's load from the AFS source. If the customer does not return to the basic service as agreed to, or as requested by the Company, the Company may also provide 30 days' notice to terminate the AFS agreement with the customer.

The customer shall make a request to the Company for approval three days in advance for any planned switching.

(Continued on Sheet No. D-81.00)

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## RIDER AFS (Alternate Feed Service)

(Continued From Sheet No. D-80.00)

#### Monthly AFS Capacity Reservation Demand Charge

Monthly AFS charges will be in addition to all monthly basic service charges paid by the customer under the applicable tariff.

The Monthly AFS Capacity Reservation Demand Charge for the reservation of distribution station and primary lines is \$6.78 per kW.

### **AFS Capacity Reservation**

The customer shall reserve a specific amount of AFS capacity equal to, or less than, the customer's normal maximum requirements, but in no event shall the customer's AFS capacity reservation under this rider exceed the capacity reservation for the customer's basic service under the appropriate tariff. The Company shall not be required to supply AFS capacity in excess of that reserved except by mutual agreement.

If the customer plans to increase the AFS demand at anytime in the future, the customer shall promptly notify the Company of such additional demand requirements. The customer's AFS capacity reservation and billing will be adjusted accordingly. The customer will pay the Company the actual costs of any and all additional dedicated and/or local facilities required to provide AFS in advance of construction and pursuant to an AFS construction agreement. If customer exceeds the agreed upon AFS capacity reservation, the Company reserves the right to disconnect the AFS. If the customer's AFS metered demand exceeds the agreed upon AFS capacity reservation, which jeopardizes company facilities or the electrical service to other customers, the Company reserves the right to disconnect the AFS immediately. If the Company agrees to allow the customer to continue AFS, the customer will be required to sign a new AFS agreement reflecting the new AFS capacity reservation. In addition, the customer will promptly notify the Company regarding any reduction in the AFS capacity reservation.

The customer may reserve partial-load AFS capacity, which shall be less than the customer's full requirements for basic service subject to the conditions in this provision. Prior to the customer receiving partial-load AFS capacity, the customer shall be required to demonstrate or provide evidence to the Company that they have installed demand-controlling equipment that is capable of curtailing load when a switch has been made from the basic service to the AFS. The Company reserves the right to test and verify the customer's ability to curtail load to meet the agreed upon partial-load AFS capacity reservation.

### **Determination of Billing Demand**

#### Full-Load Requirement:

For customers requesting AFS equal to their load requirement for basic service, the AFS billing demand shall be taken each month as the single-highest 15-minute integrated peak as registered during the month by a demand meter or indicator, but the monthly AFS billing demand so established shall in no event be less than the greater of (a) the customer's AFS capacity reservation, or (b) the customer's highest previously established monthly billing demand on the AFS during the past 11 months, or (c) the customer's basic service

(Continued on Sheet No. D-82.00)

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## RIDER AFS (Alternate Feed Service)

(Continued From Sheet No. D-81.00)

capacity reservation, or (d) the customer's highest previously established monthly billing demand on the basic service during the past 11 months.

#### Partial-Load Requirement

For customers requesting partial-load AFS capacity reservation that is less than the customer's full requirements for basic service, the AFS billing demand shall be taken each month as the single-highest 15-minute integrated peak on the AFS as registered during the month by a demand meter or indicator, but the monthly AFS billing demand so established shall in no event be less than the greater of (a) the customer's AFS capacity reservation, or (b) the customer's highest previously established monthly metered demand on the partial-load AFS during the past 11 months.

#### **Delayed Payment Charge**

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule MCL R 460.125 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

### Terms of Contract

The AFS agreement under this rider will be made for a period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this rider.

Disconnection of AFS under this rider due to reliability or safety concerns associated with customer-owned transfer switches will not relieve the customer of payments required hereunder for the duration of the agreement term.

#### **Special Terms and Conditions**

This rider is subject to the Company's Terms and Conditions of Standard Service.

Upon receipt of a request from the customer for non-standard AFS (AFS which includes unique service characteristics different from standard AFS), the Company will provide the customer with a written estimate of all costs, including system impact study costs, and any applicable unique terms and conditions of service related to the provision of the non-standard AFS. An AFS agreement will be filed with the Commission under the 30-day filing procedures. The AFS agreement shall provide full disclosure of all rates, terms and conditions of service under this rider, and any and all agreements related thereto.

The Company will have sole responsibility for determining the basic service circuit and the AFS circuit.

The Company assumes no liability should the AFS circuit, transfer switch, or other equipment required to provide AFS fail to operate as designed, is unsatisfactory, or is not available for any reason.

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

THIS TARIFF IS WITHDRAWN WITH THE EXCEPTION OF CUSTOMERS RECEIVING SERVICE HEREUNDER OR WHO HAVE AN APPROVED EDR APPLICATION PRIOR TO JULY 15, 2024

M.P.S.C. 18 - ELECTRIC INDIANA MICHIGAN POWER COMPANY STATE OF MICHIGAN (RATE CASE U-21461) **ORIGINAL SHEET NO. D-83.00** 

#### **ECONOMIC DEVELOPMENT RIDER**

#### Availability of Service

In order to encourage economic development in the Company's service area, limited-term credits for incremental billing demands described herein are offered to qualifying new and existing retail customers who make application for service under this Rider prior to the effective date of the Order in I&M's next general rate case.

Service under this Rider is intended for customers whose operations, by their nature, will promote sustained economic development based on plant and facilities investment and job creation. This Rider is available to commercial and industrial customers taking service from the Company under Tariffs G.S., L.G.S. or L.P. who meet the following requirements:

- (1) A new customer must have a billing demand of 300 kW or more. An existing customer must increase billing demand by 300 kW or more over the maximum billing demand during the 12 months prior to the date of the application by the customer for service under this Rider (Base Maximum Billing Demand). The Base Maximum Billing Demand for new customers is zero (0).
- (2) The customer must apply for and receive economic development assistance from State or local government or other public agency.
- (3) The customer must demonstrate to the Company's satisfaction that, absent the availability of this Rider, the qualifying new or increased demand would be located outside of the Company's service territory or would not be placed in service due to poor operating economics.
- (4) OAD customers are eligible for the EDR unless the customer obtains capacity service from its AES, which will disqualify the customer from the EDR and subject the customer to the terms of reimbursement, as provided in the Terms of Contract below.

Availability is limited to customers on a first-come, first-served basis for loads aggregating 50 MW.

#### Terms and Conditions

- (1) To receive service under this Rider, the customer shall make written application to the Company with sufficient information contained therein to determine the customer's eligibility for service.
- (2) For new customers, billing demands for which credits will be applicable under this Rider shall be for service at a new service location and not merely the result of a change of ownership. However, if a change in ownership occurs after the customer enters into a Contract for service under this Rider, the successor customer may be allowed to fulfill the balance of the Contract under this Rider. Relocation of the delivery point of the Company's service does not qualify as a new service location.

(Continued To Sheet D-84.00)

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Michigan Public Service
Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

**ORIGINAL SHEET NO. D-84.00** 

#### **ECONOMIC DEVELOPMENT RIDER**

(Continued From Sheet No. D-83.00)

- (3) For existing customers, billing demands for which credits will be applicable under this Rider shall be the result of an increase in business activity and not merely the result of resumption of normal operations following a force majeure, strike, equipment failure, renovation or refurbishment, or other such abnormal operating condition. In the event that such an occurrence has taken place during the 12-month period prior to the date of the application by the customer for service under this Rider, the monthly billing demands during the 12-month period shall be adjusted as appropriate to eliminate the effects of such occurrence in the determination of the Base Maximum Billing Demand.
- (4) All billing credits offered under this Rider shall terminate no later than 72 months after the effective date of the Order in I&M's next general rate case.
- (5) The existing local facilities of the Company must be deemed adequate, in the judgment of the Company, to supply the new or expanded electrical capacity requirements of the customer. If construction of new or expanded local facilities by the Company are required, the customer may be required to make a contribution-in-aid of construction for the installed cost of such facilities pursuant to the provisions of Item 12, B and / or 13, C of the Company's Terms and Conditions of Standard Service.

#### **Determination of Monthly Billing Credit**

The qualifying incremental billing demand shall be determined as the amount by which the billing demand, as determined according to the applicable tariff for the current billing period, exceeds the Base Maximum Billing Demand, multiplied by the current billing period load factor percentage.

The monthly billing credit under this Rider shall be the product of the qualifying incremental billing demand as calculated above and the applicable Billing Credit rate. The monthly billing credit shall be zero if the minimum 300 kW increase over the Base Maximum Billing Demand is not attained that month. Eligible customers taking service under OAD tariffs will use the OAD Billing Credit rate.

The monthly billing credit shall not reduce the customer's bill below the monthly minimum charge as specified in the applicable tariff.

#### Selection of Credit Option

Customers meeting all availability and terms and conditions above shall contract for service for a period of eight (8) years under one of the three Credit Options shown below. The Credit Option chosen by the customer shall be specified in the contract for service under this Rider.

(Continued To Sheet D-85.00)

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**ORIGINAL SHEET NO. D-85.00** 

### **ECONOMIC DEVELOPMENT RIDER**

(Continued From Sheet No. D-84.00)

Credit	Billing Months in	Billing Credit per	OAD Billing Credit
<u>Options</u>	Contract Terms	\$ per kW	\$ per kw*
1 - Inclining	1 <sup>st</sup> through 12 <sup>th</sup>	\$7.80	1.95
	13 <sup>th</sup> through 24 <sup>th</sup>	\$10.20	2.55
	25 <sup>th</sup> through 36 <sup>th</sup>	\$12.00	3.00
	37 <sup>th</sup> through 48 <sup>th</sup>	\$13.80	3.45
	49 <sup>th</sup> through 60 <sup>th</sup>	\$16.20	4.05
2 - Levelized	1 <sup>st</sup> through 12 <sup>th</sup>	\$12.00	\$3.00
	13 <sup>th</sup> through 24 <sup>th</sup>	\$12.00	\$3.00
	25 <sup>th</sup> through 36 <sup>th</sup>	\$12.00	\$3.00
	37 <sup>th</sup> through 48 <sup>th</sup>	\$12.00	\$3.00
	49 <sup>th</sup> through 60 <sup>th</sup>	\$12.00	\$3.00
3 - Declining	1 <sup>st</sup> through 12 <sup>th</sup>	\$16.20	4.05
	13 <sup>th</sup> through 24 <sup>th</sup>	\$13.80	3.45
	25 <sup>th</sup> through 36 <sup>th</sup>	\$12.00	3.00
	37 <sup>th</sup> through 48 <sup>th</sup>	\$10.20	2.55
	49 <sup>th</sup> through 60 <sup>th</sup>	\$7.80	1.95

<sup>\*</sup>Not applicable to customers taking capacity service from its AES.

The appropriate Billing Credit rate based upon the customer-selected Credit Option shall be applicable over a period of 60 consecutive billing months beginning with the first such month following the end of the start-up period. The start-up period shall commence with the effective date of the contract for service under this Rider and shall terminate by mutual agreement between the Company and the customer.

The start-up period shall not exceed 12 months. At the sole discretion of the Company, the start-up period may be extended up to 12 additional months.

#### Terms of Contract

A contract for service under this Rider and for service under the appropriate tariff, shall be executed by the customer and the Company for the time period which includes the start-up period and the minimum eight-year period immediately following the end of the start-up period with the monthly Billing Credits being available for a maximum period of five (5) years. The contract shall specify the Base Maximum Billing Demand, the anticipated total demand, the Credit Option and related provisions to be applicable under this Rider, and the effective date for the contract.

(Continued To Sheet D-86.00)

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THIS TARIFF IS WITHDRAWN WITH THE EXCEPTION OF CUSTOMERS RECEIVING SERVICE HEREUNDER OR WHO HAVE AN APPROVED EDR APPLICATION PRIOR TO JULY 15, 2024

M.P.S.C. 18 - ELECTRIC INDIANA MICHIGAN POWER COMPANY STATE OF MICHIGAN (RATE CASE U-21461) **ORIGINAL SHEET NO. D-86.00** 

### **ECONOMIC DEVELOPMENT RIDER**

(Continued From Sheet No. D-85.00)

The customer may discontinue service under this Rider before the end of the contract term only by reimbursing the Company for any Billing Credits received under this Rider according to the following schedule:

Years 1 to 5- 100%

Years 6 to 8- 2.5% per each billing period remaining under the terms of the contract

#### **Special Terms and Conditions**

Except as otherwise provided in this Rider, written agreements shall remain subject to all of the provisions of the appropriate tariff. This Rider is subject to the Company's Terms and Conditions of Service.

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Michigan Public Service Commission

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

## **VOLUNTARY GREEN PRICING RIDER GOGREEN PROGRAM**

## Availability of Service

This rider provides customers the opportunity to participate in voluntary green pricing options in accordance with 2008 PA 295 Subpart B Sec. 61

This Rider is available on a voluntary basis to metered customers in good standing and taking Standard Service who wish to support the procurement of beneficial environmental attributes also known as Renewable Energy Certificates (RECs) derived from wind, solar and hydro energy resources.

Participation in the program options is subject to the eligibility requirements summarized in the Program Option Summary below, the amount of unsubscribed or not otherwise contracted energy produced by the Company's owned or contracted renewable resources, and the availability of RECs sourced from carbon-free wind, solar or hydro resources located within the United States of America.

Additional Commission-approved resources may be added to the program portfolio at the Company's discretion. If the total kilowatt-hours (kWh) subscribed under this rider equals or exceeds the availability of I&M Michigan's share of RECs from resources available to sell under this rider, I&M may suspend the availability of this rider to new participants.

Subscribing customers pay for the value of RECs and related administrative costs.

# Program Option Summary

	GoGreen Local	GoGreen Term	GoGreen Term Plus	GoGreen Custom Agreement
Subscription	Up to 100% of billed kWh, in 10% increments	Up to 100% of billed kWh, in 1% increments	Up to 100% of billed kWh, in 1% increments	Per agreement
Resource	Existing I&M Solar, Wind or Hydro	New I&M Solar or Wind purchased or commissioned in 2025 or after	Up to 35,800 MWh of energy and RECs generated by the Lake Trout and Mayapple Solar Facilities*, annually	Per agreement
Pricing	Go Green Local Surcharge Less Go Green Local Credit	\$0.0045/kWh 3-year \$0.00475/kWh 5-year \$0.0050/kWh 10-year	\$0.07897/kWh x Loss Factor less LMP Energy Credit	Per agreement
Term	Month to month	3, 5, or 10 years	10 years Subscribers must enroll on or before December 31, 2025	Minimum 1-year
Features	RECs from I&M's existing renewable energy assets	Nationally sourced wind or solar RECs	RECs from I&M's renewable energy resources and Energy Credit	Per agreement

<sup>\*</sup> Or as those facilities may be named later.

(Cont'd on Sheet No. D-88.00)

**ISSUED JULY 26, 2024** STEVEN F. BAKER **PRESIDENT** FORT WAYNE, INDIANA

Michigan Public Service Commission August 16, 2024

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**EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024** 

# VOLUNTARY GREEN PRICING RIDER GOGREEN PROGRAM

(Cont'd from Sheet No. D-87.00)

#### Special Terms and Conditions of Service

Customers may apply for this schedule at any time. I&M reserves the right to allow eligible customers to participate in two or more options under this rider. Customers who wish to attribute a specific portion of their service to renewable energy may purchase RECs as a percentage of their monthly kWh usage in whole percentages or 10% increments, depending on the program option.

Customers who purchase RECs through this rider have the sole right to claim the renewable energy generation and associated emission footprint reduction. The Company will retire the RECs purchased by participating customer under program the option name. RECs will be retired on an annual basis upon receipt of payment from the customer. Upon request, I&M will provide an attestation setting forth that the renewable attributes provided under this rider are not double-counted and are retired on behalf of subscribers by the Company.

RECs resulting from the generation of the energy purchased through this tariff will be ineligible to be used by the Company to comply with Public Act 295 of 2008, the Michigan Clean, Renewable and Efficient Energy Act, or similar act or law.

In the event of over subscription, I&M will maintain a waiting list of customers requesting subscriptions. Customers on the waiting list will only be provided service under this schedule if and when additional renewable output is made available through the discontinuation of a current subscriber or an increase in available renewable output under this rider.

I&M will suspend the sales of RECs under the program option(s) of this rider if the sales approach full availability of the Company's owned or contracted RECs under this rider, for each applicable program option.

The Company may prorate the sales under this rider among the subscribing customers to reflect the actual energy produced by the Company's owned or contracted share of renewable resources for each applicable program option.

If a subscribing customers' electric account(s) usage declines to zero or is closed during their program term, the subscribing customer is not obligated to continue payments under this rider, and all previously subscribed renewable energy in the program will be made available for other customers to subscribe under.

This Rider is subject to the Company's Standard Terms and Conditions of Service and all provisions of the rate schedule under which the customer takes service, including all payment provisions. The Company may deny or terminate service under this Rider to customers who are delinquent in payment to the Company.

All billings to subscribing customers may occur on at least a one-month lag to facilitate program administration.

(Cont'd on Sheet No. D-88.10)

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## VOLUNTARY GREEN PRICING RIDER GOGREEN PROGRAM

(Cont'd from Sheet No. 88.00)

Service under this program provides for the generation of renewable energy by the Company, but not for actual physical delivery to customers receiving service under this tariff.

The proceeds of the GoGreen programs, net of administrative fees, will be used to offset the costs of the Power Supply Cost Recovery Rider for all customers.

## Confidentiality

All terms and conditions of any written contract under this schedule shall be protected from disclosure as confidential, proprietary trade secrets if either the Customer or the Company requests a Commission determination of confidentiality, and the Commission finds that the party requesting such protection has shown good cause for protecting the terms and conditions of the contract.

#### **GoGreen Local:**

#### **Eligibility**

Available on a voluntary basis to metered customers who are in good standing taking Standard Service under the Company's standard rate schedules and special contracts.

### Subscription

Customers may purchase RECs equivalent to a percentage of their total monthly billed usage (kWh). Customers may only purchase in whole percentages up to 100 percent of their monthly load, in 10% increments.

#### **Term and Contract**

The program term will begin within a minimum of fifteen (15) days of the customer's regular scheduled meter reading date. Customers must continue receiving service under this tariff for a minimum of three (3) consecutive months, after which Customers under the Standard Program Option may terminate service under this tariff by notifying the Company with at least thirty (30) day notice prior to the customer's regular scheduled meter reading date.

## **RECs**

Subscribing customers will receive 1 REC from the Company's existing solar and wind renewable generation resources for every 1 MWh of usage subscribed under this program.

(Cont'd on Sheet No. D-88.20)

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# VOLUNTARY GREEN PRICING RIDER GOGREEN PROGRAM

(Cont'd from Sheet No. 88.10)

#### Monthly Rate

In addition to the monthly charges determined according to the Company's rate schedule under which the customer takes service, the customer shall also pay the following surcharge rate for the renewable energy purchase and receive the following credit, based on the customer's elected participation level. The customer can elect a percentage of monthly usage, in 10% increments, to be dedicated to the GoGreen Local program option. The surcharge and credit will be applied to the customer's bill as a separate line item. The surcharge is a per kWh charge which recovers all costs associated with the renewable energy being provided pursuant to this tariff and program management and administrative costs. The credit is a per kWh credit based on the MPSC Transfer Price Schedule approved by the Commission in Case No. U-15800.

Go Green Local Surcharge \$/kWh \$0.01906 Go Green Local Credit \$/kWh \$ 0.01529

Customers subscribing to 50% or more of their monthly usage under the GoGreen Local program will have the current Renewable Energy Surcharge Tariff monthly fee removed from their billing statement.

## **GoGreen Term:**

#### Eligibility

Available on a voluntary basis to commercial and industrial customers who are in good standing taking Standard Service under the Company's standard rate schedules and special contracts.

### Subscription

Customers may purchase RECs equivalent to a percentage of their total monthly billed usage (kWh). Customers may only purchase in whole percentages up to 100 percent of their monthly load.

### **RECs**

The Company will optimize RECs from its owned or contracted wind or solar resources purchased or commissioned on or after January 1, 2025, that are not otherwise dedicated to Renewable Portfolio Standard compliance. Subscribing customers of will receive 1 REC from a national wind, solar, or hydro generation resource for every 1 MWh of usage subscribed under this program.

(Cont'd on Sheet No. D-88.30)

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# VOLUNTARY GREEN PRICING RIDER GOGREEN PROGRAM

(Cont'd from Sheet No. 88.20)

### **Term and Contract**

The program is available for a minimum term of three, five or ten years from the date after the one or more of the GoGreen Term Program Portfolio becomes commercially operational. Customer may choose a subscription with a minimum term of three, five or ten years. After the initial three, five or ten-year term, subscription under this program option shall be automatically renewed at the prevailing rate each year unless termination from the program is specifically requested with at least a 30-day notice by the customer. Customers may increase, but not decrease, their program enrollment percentage if additional availability exists during their initial subscription term.

#### Monthly Rate

In addition to the monthly charges pursuant to the applicable standard rate schedules and riders under which the customer bill is calculated, the customer shall also pay the following rate for each kWh received under this rider option for their subscription term.

Subscription	Subscription Charges		
Term	\$/kWh		
3 years	\$0.0045		
5 years	\$0.0047		
10 years	\$0.0050		

At its discretion or upon approval of new renewable generation resources, the Company may file to update the rates for GoGreen Term, subject to Commission approval. Customers that are subscribed to the program prior to the effective date of the new rates will be grandfathered into the existing schedule for the remainder of their term.

### **GoGreen Term Plus:**

## <u>Eligibility</u>

Available on a voluntary basis to commercial and industrial customers who are in good standing taking Standard Service under the Company's standard rate schedules with a minimum monthly average usage of 12,500 kWh.

## **Term and Contract**

Available for ten years from the date after the first of the GoGreen Term Plus Program Portfolio facilities requested in Case Nos. U-21189 and U-21377 become commercially operational. The GoGreen Term Plus Program Portfolio is limited to 35,800 MWh of the energy and RECs generated by the Lake Trout and Mayapple Solar Facilities or as those facilities may be named later, annually.

(Cont'd on Sheet No. D-88.40)

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# VOLUNTARY GREEN PRICING RIDER GOGREEN PROGRAM

(Cont'd from Sheet No. 88.30)

The program term for customers enrolling after commercial operation of the new facilities shall be the remainder of the 10-year program term. Customers that subscribe to the program may increase, but not decrease, their program enrollment percentage if additional availability exists during the 10-year term.

### Subscription

Customers may purchase RECs equivalent to a percentage of their total monthly billed usage (kWh). Customers may only purchase in whole percentages up to 100 percent of their monthly load. Subscribers must enroll in the program on or before December 31, 2025.

#### **RECs**

Subscribing customers of will receive 1 REC from the Lake Trout and Mayapple Solar Facilities or as those facilities may be named later, that are not otherwise dedicated to Renewable Portfolio Standard compliance.

#### Monthly Rate

In addition to the monthly charges pursuant to the applicable standard rate schedules and riders under which the customer bill is calculated, the Customer shall pay the following fixed monthly GoGreen Term Plus rate for all monthly kWh received under this rider option for the duration of the program term as shown below.

The Customer shall also receive a monthly Energy Credit for the same amount of kWh received at the average hourly PJM Interconnection LLC ("PJM") Day-Ahead locational marginal price ("LMP") for the most recent calendar year. The Energy Credit shall be calculated using the hourly generation from the renewable facilities in the portfolio times the Company's hourly Day-Ahead residual aggregate LMP during the most recent calendar year. During the first three-hundred and sixty-five days of the program term the Company will use the forecasted portfolio production times the most recent 12-month historic day-ahead hourly residual aggregate LMP price to calculate the annual average LMP Energy Credit, after which it will use actual production data and the associated LMP prices.

Fixed 10-year Subscription Charges \$/kWh \$0.07897 x Loss Factor

Energy Credit

Twelve Month Average Hourly PJM Dayahead LMP

(Cont'd on Sheet No. D-88.50)

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# VOLUNTARY GREEN PRICING RIDER GOGREEN PROGRAM

(Cont'd from Sheet No. 88.40)

#### Delivery Voltage

	Secondary	Primary	Subtransmission	Transmission
Loss Factor	1.07872	1.02712	1.03536	1.01478

At its discretion or upon approval of new renewable generation resources, the Company may file to update the rates for GoGreen Term Plus, subject to Commission approval. Customers that are subscribed to the program prior to the effective date of the new rates will be grandfathered into the existing schedule for the duration of the original term.

### **GoGreen Custom Agreement:**

#### Eligibility

Available to customers taking metered service under the Company's LP and CS-IRP tariffs, or multiple GS and / or LGS tariff accounts with common ownership under a single parent company that can aggregate multiple accounts to exceed 1,000 kW monthly peak demand over a 12-month average.

## Subscription

Set forth in the written agreement between the Company and the Customer.

#### **RECs**

Set forth in the written agreement between the Company and the Customer.

#### Term and Contract

A minimum of one year and will be determined in the written agreement between the Company and the Customer.

Upon receipt of a request from the Customer for service under the GoGreen Custom Agreement option, the Company will provide the Customer with a written offer containing the rates and related terms and conditions of service under which such service will be provided by the Company. If the parties reach an agreement based on the offer provided to the Customer by the Company, the Company will request Commission approval of the written contract. The contract shall provide full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto, subject to the designation of the terms and conditions of the contract as confidential, as set forth herein.

## Monthly Rate

Charges for service under the GoGreen Custom Agreement option of this Tariff will be set forth in the written agreement between the Company and the Customer and will reflect a combination of the firm service rates otherwise available to the Customer and the cost of the renewable energy resource being directly contracted for by the Customer.

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#### **RIDER NMS-1**

(Net Metering Service for Customer's with Generating Facilities of 20 kW or Less)

#### Availability of Service

Available for Net Metering Service to customers with qualifying renewable energy source generation facilities designed to operate in parallel with the Company's system. Customers served under this rider must also take Standard Service from the Company under the otherwise applicable tariff.

This Rider is available only to customers participating in Rider NMS-1 prior to February 1, 2020. A customer is "participating" if the customer has a completed application for service under Rider NMS-1 pending before the Company prior to February 1, 2020. A customer who has an application filed with the Company before this date may still be allowed to participate in this rider if the application is found deficient provided the customer cures the deficiency within 60 days.

Customers participating in this rider will have the option to transition to the Distributed Generation Rider (DG Rider) or remain on this rider for a period of 10 years from the customer's original participation date which is defined as the date of meter installation for the net metering service.

The total rated generating capacity of all net metering customers served under this rider shall be limited to one half of one percent (0.5%) of the Company's previous year's peak demand in kW. Service under this rider shall be available to customers on a first come, first served basis.

#### Conditions of Service

- (1) For purposes of this rider, a qualifying net metering facility is an electrical generating facility that complies with all of the following requirements:
  - (a) As defined in MCL 460.1011(i), utilizes a renewable energy resource that naturally replenishes over a human, not a geological, time frame and that is ultimately derived from solar power, water power, or wind power. Renewable energy resource does not include petroleum, nuclear, natural gas, or coal. 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:
    - i. Biomass
    - ii. Solar and solar thermal energy
    - iii. Wind energy
    - iv. Kinetic energy of moving water, including the following:
      - 1. Waves, tides or currents
      - 2. Water released through a dam
    - v. Geothermal energy
    - vi. Municipal solid waste
    - vii. Landfill gas produced by municipal solid waste.

(Continued on Sheet No. D-90.00)

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

#### **RIDER NMS-1**

## (Net Metering Service for Customer's with Generating Facilities of 20 kW or Less)

(Continued from Sheet No. D-89.00)

- (b) Has a total rated capacity of 20 kW or less.
- (c) Is located on the customer's premises.
- (d) Is intended primarily to offset all or part of the customer's own electrical load requirements.
- (e) Is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.

A customer using biomass blended with fossil fuel as their renewable energy source must submit proof to the Company substantiating the percentage of 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.

- (2) The customer's generation system shall be sized not to exceed the customer's electric needs. At the customer's option, the generation capacity shall be determined by the aggregate nameplate capacity of the generator or by an estimate of the expected annual kWh output of the generator. 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 twelve month period; (2) for a customer with metered demand data available, the maximum integrated hourly demand measured in kW during the previous twelve month period; or (3) in cases where no data, incomplete data or incorrect data for the customer's previous twelve month energy usage exists, or the customer is making changes on-site that will affect the customer's usage, the Company and the customer shall mutually agree on a method to determine the customer's annual electric needs.
- (3) A customer seeking to interconnect an eligible net metering facility to the Company's system must submit to the Company's designated personnel a completed Interconnection Application, including any required application fees. The Company's net metering application fee is \$25 and its interconnection application fee is \$75. The requirements for interconnecting customer electric generating equipment with the Company's facilities are contained in the Commission's Electric Interconnection and Net Metering Standards Rules and the Company's technical requirements for interconnection. The Company will provide copies of all applicable forms and documents to customers upon request.
- (4) An interconnection agreement between the Company and the eligible net metering customer must be executed before the net metering facility may be interconnected with the Company's system.

(Continued on Sheet No. D-91.00)

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#### **RIDER NMS-1**

## (Net Metering Service for Customer's with Generating Facilities of 20 kW or Less)

(Continued from Sheet No. D-90.00)

### <u>Metering</u>

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 the Company's cost. Only the incremental cost above that for meter(s) provided by the Company to similarly situated nongenerating customers shall be paid by the eligible customer. A generator meter will be supplied to the customer, at the customer's request, at the Company's cost.

The Company may, with the customer's permission and at its own expense, install one or more additional meters to monitor the flow of electricity.

### Monthly Charges

Monthly charges for energy, and demand where applicable, to serve the customer shall be determined according to the Company's standard service tariff under which the customer would otherwise be served, absent the customer's electric generating facility.

Monthly charges for energy shall be determined under the customer's standard service tariff and shall be based on the net energy delivered by the Company to the customer, calculated by subtracting the energy, if any, delivered by the customer to the Company from the energy delivered by the Company to the customer.

If the customer's net monthly billing under the standard service tariff is negative during the billing period, credit for the negative net billing shall be at the customer's full retail rate and shall appear on the customer's next monthly bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods. Upon termination of service from the Company, any remaining credit amount shall be refunded to the customer.

#### Special Terms and Conditions

This rider is subject to the Company's Terms and Conditions of Standard Service and all provisions of the tariff under which the customer takes service. This rider is also subject to provisions of the Company's technical requirements for interconnection.

The Company's net metering program shall be open for customer enrollments for a period of at least ten years from the original effective date of this rider. A participating customer may terminate their participation in this program at any time.

An eligible electric generator shall own any renewable energy credits granted for electricity generated under the net metering program. The Company may purchase or trade renewable energy certificates from a net metering customer if agreed to by the customer.

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Michigan Public Service Commission

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#### **RIDER NMS-2**

(Net Metering Service for Customer's With Generating Facilities Greater than 20 kW)

#### Availability of Service

Available for Net Metering Service to customers with qualifying renewable energy source generation facilities designed to operate in parallel with the Company's system. Customers served under this rider must also take Standard Service from the Company under the otherwise applicable tariff.

This Rider is available only to customers participating in Rider NMS-2 prior to February 1, 2020. A customer is "participating" if the customer has a completed application for service under Rider NMS-2 pending before the Company prior to February 1, 2020. A customer who has an application filed with the Company before this date may still be allowed to participate in this rider if the application is found deficient provided the customer cures the deficiency within 60 days.

Customers participating in this rider will have the option to transition to the Distributed Generation Rider (DG Rider) or remain on this rider for a period of 10 years from the customer's original participation date, which is defined as the date of meter installation for the net metering service

The total rated generating capacity of all net metering customers served under this rider shall be limited to not more than one quarter of one percent (0.25%) of the Company's previous year's peak demand in kW for customers with a system capable of generating more than 20 kW but not more than 150 kW and not more than one quarter of one percent (0.25%) for customers with a system capable of generating more than 150 kW. Service under this rider shall be available to customers on a first come, first served basis.

## Conditions of Service

- (1) For purposes of this rider, a qualifying net metering facility is an electrical generating facility that complies with all of the following requirements:
  - (a) As defined in MCL 460.1011(i), utilizes a renewable energy resource that naturally replenishes over a human, not a geological, time frame and that is ultimately derived from solar power, water power, or wind power. Renewable energy resource does not include petroleum, nuclear, natural gas, or coal. 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:
    - i. Biomass
    - ii. Solar and solar thermal energy
    - iii. Wind energy
    - iv. Kinetic energy of moving water, including the following:
      - 1. Waves, tides or currents
      - 2. Water released through a dam
    - v. Geothermal energy
    - vi. Municipal solid waste
    - vii. Landfill gas produced by municipal solid waste.

(Continued on Sheet No. D-93.00)

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#### **RIDER NMS-2**

# (Net Metering Service for Customer's With Generating Facilities Greater than 20 kW)

(Continued from Sheet No. D-92.00)

- (b) Has a total rated capacity of greater than 20 kW but not more than 150 kW of aggregate generation at a single site for a renewable energy system and not more than 550 kW of aggregate generation at a single site for a methane digester.
- (c) Is located on the customer's premises.
- (d) Is intended primarily to offset all or part of the customer's own electrical load requirements.
- (e) Is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.

A customer using biomass blended with fossil fuel as their renewable energy source must submit proof to the Company substantiating the percentage of 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.

- (2) The customer's generation system shall be sized not to exceed the customer's electric needs. At the customer's option, the generation capacity shall be determined by the aggregate nameplate capacity of the generator or by an estimate of the expected annual kWh output of the generator. 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 twelve month period; (2) for a customer with metered demand data available, the maximum integrated hourly demand measured in kW during the previous twelve month period; or (3) in cases where no data, incomplete data or incorrect data for the customer's previous twelve month energy usage exists, or the customer is making changes on-site that will affect the customer's usage, the Company and the customer shall mutually agree on a method to determine the customer's annual electric needs.
- (3) A customer seeking to interconnect an eligible net metering facility to the Company's system must submit to the Company's designated personnel a completed Interconnection Application, including any required application fees. The Company's net metering application fee is \$25 and its interconnection application fee is \$75. The requirements for interconnecting customer electric generating equipment with the Company's facilities are contained in the Commission's Electric Interconnection and Net Metering Standards Rules and the Company's technical requirements for interconnection. The Company will provide copies of all applicable forms and documents to customers upon request.

(Continued on Sheet No. D-94.00)

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#### **RIDER NMS-2**

## (Net Metering Service for Customer's With Generating Facilities Greater than 20 kW)

(Continued from Sheet No. D-93.00)

(4) An interconnection agreement between the Company and the eligible net metering customer must be executed before the net metering facility may be interconnected with the Company's system.

## 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 the Company's cost. For customers with a generation system capable of generating more than 20 kW and up to 150 kW, only the incremental cost above that for meter(s) provided by the Company to similarly situated nongenerating customers shall be paid by the eligible customer. Customers with a generation system capable of generating more than 150 kW shall be responsible for the Company's full cost of providing any necessary additional metering.

For customers served under this rider, the Company shall install and utilize a generation meter to measure the output of the customer's generator. For customers with generation systems capable of generating 150 kW or less, the cost of the meter shall be considered a cost of operating the Company's net metering program and shall be supplied by the Company at no additional cost to the customer. Customers with generation systems capable of generating more than 150 kW shall be responsible for the Company's full cost of providing such additional metering.

The Company may, with the customer's permission and at its own expense, install one or more additional meters to monitor the flow of electricity.

### Monthly Charges

Monthly charges for energy, and demand where applicable, to serve the customer shall be determined according to the Company's standard service tariff under which the customer would otherwise be served, absent the customer's electric generating facility. Monthly transmission and distribution charges for energy shall be determined under the customer's standard service tariff and shall be computed based on the energy delivered by the Company to the customer without reduction for the energy, if any, delivered by the customer to the Company.

Monthly generation charges for energy shall be determined under the customer's standard service tariff and shall be based on the net energy delivered by the Company to the customer, calculated by subtracting the energy, if any, delivered by the customer to the Company from the energy delivered by the Company to the customer.

(Continued on Sheet No. D-95.00)

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#### **RIDER NMS-2**

# (Net Metering Service for Customer's with Generating Facilities Greater than 20 kW)

(Continued from Sheet No. D-94.00)

If the customer's net monthly generation charge billing under the standard service tariff is negative during the billing period, the negative net generation billing shall not be used to reduce the customer's current monthly bill for transmission and distribution service. Instead, the negative net generation billing amount shall appear on the customer's next bill and shall be allowed to accumulate as a \$ credit to offset generation billing in the next billing period. Unused generation credits, if any, will be carried over from month to month and applied to generation billing in subsequent billing months. Generation credits shall not be used to reduce charges for transmission and distribution service. Upon termination of service from the Company, any remaining credit amount shall be refunded to the customer.

#### Standby Charges

Customers with a generation system capable of generating more than 150 kW shall pay standby costs. Standby charges for net metering customers on an energy rate schedule shall equal the retail distribution charge applied to the imputed customer usage during the billing period. The imputed customer usage is calculated as 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. The Commission shall establish standby charges for net metering customers on demand-based rate schedules that provide an equivalent contribution to Company system costs. Standby charges shall not be applied to customers with systems capable of generating 150 kW or less.

## **Special Terms and Conditions**

This rider is subject to the Company's Terms and Conditions of Standard Service and all provisions of the tariff under which the customer takes service. This rider is also subject to provisions of the Company's technical requirements for interconnection.

The Company's net metering program shall be open for customer enrollments for a period of at least ten years from the original effective date of this rider. A participating customer may terminate their participation in this program at any time.

An eligible electric generator shall own any renewable energy credits granted for electricity generated under the net metering program. The Company may purchase or trade renewable energy certificates from a net metering customer if agreed to by the customer.

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## RIDER ROS (RESALE OF SERVICE)

#### Availability of Service

Available to general service customers who take Standard Service from the Company under Tariffs GS, LGS, or LP and who are currently engaged in Resale of Service (ROS).

Electricity supplied to a customer is for exclusive use on the premises to which it is delivered by the Company. Customers desiring to resell electric service must secure authority from the Company which will be evidenced by a rider attached to the contract for service. Resale of service is available only for customers currently reselling as of April 1, 2006 and is closed to new service or expanded service for resale.

If the reselling customer elects to take service under the Company's Open Access Distribution Service Tariffs, the ultimate user (residential, commercial or industrial customer) shall be served and charged for such service under the Open Access Distribution Service Tariff in the Company's rate schedule available for similar services under like conditions.

The reselling customer shall provide notice to ultimate users of the decision to obtain electric service pursuant to the Open Access Distribution Service Tariff and that as a result, the ultimate user's generation and transmission charges are no longer regulated by the Michigan Public Service Commission.

## Multiple Occupancy Buildings

The owner or operator of an office building, apartment building, or shopping center with at least thirty ultimate users (or less at the option of the Company) whose combined requirements regularly exceed 20,000 kilowatt hours per month, may purchase electric energy from the Company for resale to the ultimate users on the condition that service to each ultimate user shall be separately metered, and that the ultimate users shall be charged for such service the current rate of the Company for similar service under like conditions.

No customer may charge any ultimate user more for resold electric service purchased from the Company than the ultimate user would be charged by the Company if served directly. If this requirement is violated, service under this rider may be terminated by the Company. The renting of premises with the cost of electric service included in the rental is held not to be a resale of service. The Company does not furnish nor maintain meters for the resale of energy by customers.

### Mobile Home Parks

Mobile home park operators may purchase electric energy from the Company for resale to ultimate users, provided that service to each ultimate user buying energy shall be separately metered and billed no more for resold electric service purchased from the Company than the ultimate user would be charged by the Company if served directly.

(Continued on Sheet No. D-97.00)

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## RIDER ROS (RESALE OF SERVICE)

(Continued From Sheet No. D-96.00)

A mobile home park operator shall provide the distribution system in the park and meters acceptable to the Company suitably protected from the weather.

If a mobile home park operator resells energy without complying with the above provisions, service under this rider may be terminated by the Company.

### **Term of Contract**

The customer may take service under any applicable filed tariff listed above but the customer will be required to sign a rider modifying the contract form prescribed for the applicable filed tariff.

A service contract shall provide that each ultimate user's billing shall be audited once every nine (9) to fifteen (15) months. At the option of the reselling customer, the audit will be conducted either by the Company or by an independent auditing firm, approved by the Company. The reselling customer will be assessed a reasonable fee for an audit conducted by the Company. Where the audit is conducted by an independent auditing firm, a certified copy of the results of such audit shall be immediately submitted to the Company in a form approved by the Company.

The service contract shall also provide that the reselling customer will be responsible for the testing of meters used for resale at the time of initially taking service under this Rider and at least once every three (3) years thereafter, and the accuracy of such meters shall be maintained within the limits as prescribed in Michigan Public Service Commission Order No. U-6400. Meters shall only be tested by the Company for a reasonable fee or by outside testing services or laboratories approved by the Company with a certified copy of all testing results immediately submitted to the Company.

A record of each meter, including testing results, shall be kept by the reselling customer during use of the meter and for an additional period of one year thereafter. When requested, the reselling customer shall submit certified copies of testing service or laboratory results to the Company or the Michigan Public Service Commission.

The reselling customer shall supply each ultimate user with an electrical system adequate to meet the needs of the ultimate user with respect to the nature of service, voltage level, and other conditions of service.

If a reselling customer fails to meet the obligations under this rider, the Company shall immediately notify the Michigan Public Service Commission Staff. If, after review with the reselling customer, the problem is not resolved, the Company will discontinue electric service until such time as the problem is resolved. The Company shall not incur any liability as the result of this discontinuance of electric service.

Notwithstanding Rules 460.3901 (1) through (4), a deposit may be required from Rider ROS customers in an amount not to exceed six times the peak season monthly bill for service under this Rider.

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# RIDER HEM (Home Energy Management Rider)

## Bring-Your-Own-Device (BYOD) Thermostat Load Management Program

### Availability of Service

Available on a voluntary basis for customers receiving residential electric service who desire to participate in a state-of-the art energy management program.

For non-owner occupied multi-family dwellings, the Company may require property owner authorization for customers to install the required smart, WiFi enabled load control equipment and, if necessary, auxiliary communicating devices such as remote sensors or additional control devices. Customers will not be eligible for this rider if the property owner does not allow installation of such equipment.

### **Program Description**

To participate, customers must install program compliant smart, WiFi enabled load control equipment, connect that equipment to their home WiFi broadband internet connection, and maintain that connection with continuous operation and availability for the duration of the program annual operational period defined as May through September of each program year. All such devices shall be installed at a time that is consistent with the orderly and efficient deployment of this program. Customer load control equipment must comply with the Company's approved list of devices. Initially, the Company will determine and provide a program smart, or WiFi connected thermostat compliant list, but as technology, device capability, and the program's load management platform evolves, the Company may allow and provide for additional approved devices, where the program is eventually anticipated to accommodate a Bring Your Own Device (BYOD) load management capability. The Company may provide for and determine the appropriate level of customer equipment rebates, as needed and required, in order to facilitate customer installation and ownership of the required equipment as part of the Home Energy Management Program.

The Company will utilize a load management software platform that will operate and control Customer load control devices primarily to reduce customer's demand and use. The Company's load management platform will primarily operate to optimize and/or reduce demand use through either peak period use load reduction management techniques or load shaping to achieve optimum and efficient Customer demand use of electricity.

Program demand reduction/load management activities can occur during coincident peak and non-coincident peak demand periods according to Company and PJM system load forecasting techniques. Coincident peak, non-coincident peak, and emergency demand reduction/load management activities will be coordinated during electric power system peak load periods determined according to both I&M system and PJM system requirements. The Company plans to utilize load management activities focused primarily on managing home temperature set points with consideration to minimize customer comfort impact during the period of peak demand load management activity. Peak and emergency conditions demand reduction activities will primarily focus on control of the central electric cooling/heat pump unit(s) during summer month peak demand periods. Peak period demand load control events can occur based on I&M and/or PJM system need, as determined by the Company.

(Cont'd on Sheet No. D-99.00)

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# RIDER HEM (Home Energy Management Rider)

(Cont'd from Sheet No. D-98.00)

Peak period energy management events shall curtail customer load based on system need, at the sole discretion of the Company, during the months of May through September and shall not exceed 15 events per year with no single event lasting more than six (6) consecutive hours and no more than one event per day.

The Company may communicate events to customers through the energy management platform, via a smart phone application push notification, or via email or other electronic notification means. The customer may opt out of an energy management event by adjusting the temperature set point of the thermostat. The Company's energy management software algorithm will facilitate and accept the temperature adjustment as an event opt out unless customer internet and WiFi connectivity issues inhibit such activity.

#### Load Management Credit

Customers shall receive a monthly billing credit only for the number of peak period or emergency demand reduction events called and participated in per month for each central electric cooling/heat pump unit controlled during the billing months of May to September, up to a maximum of 15 events per year. Monthly billing credits will be calculated and applied to customer bills at \$2.40 per event called and participated in, subject to the annual 15 event maximum.

Customers that opt out of load management events shall not be eligible for a billing credit for those events. The Company, at its sole discretion, reserves the right to remove enrolled customers from the program and their eligibility for bill credits under the program due to consistent and iterative opt out of demand response events but only if opt outs exceed fifty percent of the coincident peak period demand reduction events called during any annual program period. The Company shall provide billing credits proration up to and including events called and participated in by the Customer.

Such credit shall not reduce the customer's bill below the minimum charge as specified in the tariff under which the customer takes service.

#### Contract

Participating customers must agree to participate for an initial period of one (1) year or one peak period season period (defined as May through September) as applicable and thereafter may discontinue participation by contacting the Company.

(Cont'd on Sheet No. D-100.00)

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# RIDER HEM (Residential Home Energy Management Rider)

(Cont'd from Sheet No. D-99.00)

#### Equipment

The customer will furnish and install, smart, WiFi enabled and broadband internet connected load control equipment, and, if necessary, an auxiliary communicating device. All equipment will be owned and maintained by the customer, from installation, throughout program participation, and until such time as the Home Energy Management Program is discontinued or the customer requests to be removed from the program after completing the initial period of one (1) year. At that time, the Company will cease both its energy management and control of the program equipment, along with any auxiliary communicating devices, and the Load Management Credit provided for by the program.

Should the customer lose, damage, or not maintain the required WiFi and internet connectivity of the load control devices or auxiliary communicating equipment, the Company will contact the customer in an attempt to reinstate program required equipment functionality. If such attempts by the Company do not facilitate reinstatement of the program required functionality, the Company will remove the customer from the program and will cease the Load Management Credit. Customer will receive credits for any events called and participated in by the customer prior to removal from the program.

#### **Special Terms and Conditions**

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the tariff under which the customer takes service, including all payment provisions.

The Company shall not be required to offer the program to customers who cannot maintain WiFi and internet connectivity for required functionality of the load control equipment, or if the continued operation of the program cannot be justified for reasons such as: customer preference, electric power market conditions, technological functionality and limitations, safety concerns, or abnormal customer premise conditions, including vacation or other limited occupancy residences.

The Company and its authorized agents shall confirm installation through WiFi and internet connectivity of the load control device(s). In the event full WiFi and internet connectivity is not available, the Company may require access to inspect the load control device(s) and/or provide the customer thirty (30) days to successfully restore or provide full WiFi and internet connectivity. Should full WiFi and internet connectivity not be available after 30 days, the customer will be promptly removed from the program and the Energy Management Credit discontinued until such time as the Company is able to gain the required access. The Company shall not be responsible for the repair, maintenance or replacement of any customer-owned equipment.

Customer-specific information within data collected during the course of this energy management and control program will be held as confidential and data presented in any analysis will protect the identity of the individual customer.

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# RIDER HEM (Residential Home Energy Management Rider)

(Cont'd from Sheet No. D-100.00)

#### **Load Management Pilot Programs**

## Availability of Service

Available on a voluntary basis for qualifying customers with an AMI meter receiving residential electric service, subject to program availability as determined by the Company. Customers that do not currently have an AMI meter may request one in order to participate in this tariff.

Customers are not eligible to take service under the Company's Residential Time of Day 2 tariff or Critical Peak Pricing tariff while enrolled and participating in any load management program offered under this Rider. Customers that enroll and participate in the AMI DLC load management pilot programs are not eligible to enroll and participate in the Customer Engagement Demand Response Pilot Program for the same program year. Customers may enroll and participate in more than one AMI direct load control (DLC) load management pilot program offered under this Rider but are not eligible to enroll and participate in the BYOD thermostat load management program for the same program year.

For non-owner occupied multi-family dwellings, the Company may require property owner authorization on behalf of customers for the Company or its authorized agents to install any of the required load control equipment and, if necessary, any required supplemental communication devices or auxiliary communicating devices such as remote sensors or additional control devices. Customers will not be eligible for this rider if the property owner does not allow installation of such equipment.

#### **Program Option Descriptions**

#### Home Energy Management - AMI Direct Load Control (DLC) Program

To participate, customers must meet program specific qualification criteria as stated in program specific requirement documents as provided by the Company. Qualified customers must agree, either in writing or via verbal recording, to allow the Company or its authorized agents to install, operate, and maintain the required load control switch at or near the customer's air conditioner or heat pump central unit(s). Qualified customers must also allow the Company or its authorized agents access, as required and appropriate, to such customer owned equipment for the purposes of program related installation, operation, maintenance, and data collection.

The Company plans to initially utilize an adaptive cycling strategy of the central electric cooling unit(s) during summer months, which can result in a 50% cycling strategy or higher but will be dependent upon an assessment of customer comfort impact. Other cycling strategies may be employed and evaluated to determine the strategy that optimizes load reduction without significantly affecting customer comfort.

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# RIDER HEM (Residential Home Energy Management Rider)

(Cont'd from Sheet No. D-100.10)

#### Residential AMI Electric Water Heat Direct Load Control Pilot Program

To participate, customers must meet program specific qualification criteria as stated in program specific requirement documents as provided by the Company. Qualified customers must agree to participate, either in writing or via verbal recording, in the Water Heater DLC Program to allow the Company or its authorized agents to install, operate, and maintain the required load control switch at or near the customer's electric resistance element water heater unit(s). Qualified customers must also allow the Company or its authorized agents access, as required and appropriate, to such customer owned equipment for the purposes of program related installation, operation, maintenance, and data collection.

The Company plans to initially allow qualified participating customers to choose one of three levels of electric hot water heater unit load management approach, Form 1, Form 2, or Form 3. Form 1 is minimally invasive to hot water control cycling strategy, Form 2 is moderately invasive hot water heater control cycling strategy, and Form 3 is the most invasive hot water heater control cycling strategy. Other cycling strategies may be employed and evaluated to determine the strategy that optimizes load reduction without significantly affecting customer comfort, but with customer advance agreement.

#### Residential Customer Engagement Demand Response Pilot Program

This program requires customer self-action to manage their own end-use consumption during periods of peak usage notification from the Company.

To participate, customers must meet program specific qualification criteria as stated in program specific requirement documents as provided by the Company. Qualified customers must agree to participate, either in writing or via verbal recording, in the Customer Engagement Demand Response Program.

Additional customer requirements:

- Have an active I&M AMI data portal account, or otherwise engaged through one of the AMI residential usage information offerings (e.g. Weekly AMI Report, or WAMI);
- Primary residence is located within I&M service territory;
  - Single family residence that is not electrically served and metered as part of a master metering arrangement;
  - Multi-family residence that is not electrically served and metered as part of a master metering arrangement.

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# RIDER HEM (Residential Home Energy Management Rider)

(Cont'd from Sheet No. D-100.20)

And, any of the following:

- Subscription to broadband internet services with a valid email address capable of receiving email demand response event notification;
- Smart cell phone with a valid email address capable of receiving email demand response event notification:
- Smart cell phone with an I&M app capable of receiving text and/or push demand response event notification;

Except for the Residential Customer Engagement Demand Response Program, the Company will utilize a load management software platform to operate and control enrolled load control devices primarily to reduce customer's demand and use. The Company's load management platform will primarily operate to optimize and/or reduce demand use through either peak period use load reduction management techniques or load shaping to achieve optimum and efficient Customer demand use of electricity.

Program demand reduction/load management activities can occur during coincident peak and non-coincident peak demand periods according to Company and PJM system load forecasting techniques. Coincident peak, non-coincident peak, and emergency demand reduction/load management activities will be coordinated during electric power system peak load periods determined according to both I&M system and PJM system requirements. The Company plans to utilize load management activities focused primarily on managing enrolled and active load control devices during peak and emergency conditions and will seek to minimize customer comfort impact during the period of peak demand load management activity to the extent practical. Peak period demand load control events can occur based on I&M and/or PJM system need, as determined by the Company

Peak period load management events shall curtail customer load based on system need, at the sole discretion of the Company, during the months of May through September and shall not exceed 15 events per year with no single event lasting more than six (6) consecutive hours and no more than one event per day.

The Company may communicate events to Customers through the program's load management platform, via a smart phone application push notification, or via email or other electronic notification means. The customer may opt out of a Company planned load management event by providing the Company appropriate notice through the requisite and identified program opt out means of communication.

### Load Management Credit

Customers shall receive a monthly billing credit only for the number of peak period or emergency demand reduction events called and participated in per month for each load management device controlled during the billing months of May to September, up to a maximum of 15 events per year. Monthly billing credits will be calculated and applied to customer bills according to the Home Energy Management Load Management program enrolled in, per event called and participated in, subject to the annual 15 event maximum.

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# RIDER HEM (Residential Home Energy Management Rider)

(Cont'd from Sheet No. D-100.30)

### Home Energy Management - AMI Direct Load Control (DLC) Program

\$1.95 per load management event called and participated in, subject to the annual 15 event maximum. Customers that opt out of demand reduction events shall not be eligible for a billing credit for those events.

## Home Energy Management - AMI Electric Water Heat Direct Load Control Program

\$0.80 (Form 1), \$1.00 (Form 2) or \$1.10 (Form 3) per load management event called and participated in, subject to the annual 15 event maximum. Credit is determined according to the demand reduction Form the customer enrolls in. Further information is available in the program requirements. Customers that opt out of demand reduction events shall not be eligible for a billing credit for those events.

## <u>Home Energy Management - Customer Engagement Demand Response Program</u>

\$1.00 per kWh of verified reduced energy consumption per load management event called and participated in, subject to the annual 15 event maximum.

If the customer does not reduce load as determined by the Company based on their hourly event usage measured at the AMI electric meter for the premise enrolled in this Pilot, that customer will be considered as opt out of the load control event and therefore will not be paid a demand response event bill credit.

The Company, at its sole discretion, reserves the right to remove enrolled customers from the program, along with their eligibility for bill credits under the program, due to consistent and iterative opt out of demand response events but only if opt outs exceed fifty percent of the peak period demand reduction events called during a program year. The Company shall provide billing credits proration up to and including events called and participated in by the Customer.

Such credit shall not reduce the customer's bill below the minimum charge as specified in the tariff under which the customer takes service.

#### Contract

Participating customers must agree to participate for a period of two (2) years or two peak period season periods (defined as May through September) as applicable and thereafter may discontinue participation by contacting the Company.

(Cont'd on Sheet No. D-100.50)

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# RIDER HEM (Residential Home Energy Management Rider)

(Cont'd from Sheet No. D-100.40)

### Special Terms and Conditions.

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the tariff under which the customer takes service, including all payment provisions.

Customer-specific information within data collected during the course of implementation for any of the load management programs offered under this tariff will be held as confidential and data presented in any analysis will protect the identity of the individual customer.

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# RIDER WEM (Work Energy Management Rider)

#### **Commercial and Industrial Load Management Program**

### Availability of Service

Available on a voluntary basis to customers taking firm service from the Company under Tariffs GS, GS-TOD, GS-TOD2, LGS, LP, MS, WSS, or EHS who have the ability to reduce consumption under the provisions of this rider. The Company's Work Energy Management (WEM) program provides participating customers an opportunity to respond voluntarily by reducing consumption and receiving payment for such reduction during times of peak period consumption, according to the load management program enrolled in under this radar.

Depending upon the program enrolled in under this rider, for non-owner occupied commercial and industrial buildings, the Company may require customers to obtain permission from the building owner to install the required load control equipment and, if necessary, any required supplemental communication devices or auxiliary communicating devices such as remote sensors or additional control devices. Customers will not be eligible for this rider if the owner does not allow installation of such equipment or does not agree to program terms and requirements through a contractual agreement. Customers participating in this rider are not eligible for enrollment in any other Company or PJM Interconnection, L.L.C. RTO (PJM) demand response program or peak period pricing tariff.

#### Conditions of Service

- (1) The Company reserves the right to make changes to this rider in order to continue effective program operation.
- (2) An AMI meter is required for eligibility of programs under this rider.
- (3) The Company will inform the participant regarding the communication process and timing required to participate in this program and rider.

#### Load Management Option Terms

Load control equipment available to participate in the program will be jointly determined and agreed upon by the Company, the Company's authorized agents and the customer. All such devices shall be installed at a time that is consistent with the orderly and efficient deployment of this program. The load control equipment must comply with the Company's approved list of devices. The customer must allow the Company to interface both through software algorithms and hardware devices to existing customer end-use load and communication equipment. The Company and its authorized agents may perform an initial site survey in order to fully determine and assess the viability of customer end use load and electric energy usage and consumption patterns to validate customer participation and program effectiveness. The Company and its authorized agents will maintain any Company owned program equipment installed on customer premises for the duration of the customer's participation of the program.

(Cont'd on Sheet No. D-102.00)

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# RIDER WEM (Work Energy Management Rider)

(Cont'd from Sheet No. D-101.00)

# Small Business AMI Direct Load Control (DLC) Program

Air Conditioner (AC) DLC Program Option

To participate, customers must meet program specific qualification criteria as stated in program specific requirement documents as provided by the Company and must have an electric account under an eligible tariff with an AMI meter installed by the Company at the premise in which the load management device is used and active. Customers must agree to install program compliant WiFi enabled load control equipment and/or energy management system(s), connect that equipment and system(s) to their WiFi broadband internet connection, and maintain that connection with continuous operation and availability for the duration of the program annual operational period defined as May through September of each program year. All such devices shall be installed at a time that is consistent with the orderly and efficient deployment of this program. Customer owned devices must comply with the Company's approved list of devices.

Initially, the Company will determine and provide a program WiFi connected energy management system and device compliant list, but as technology, device capability, and the program's load management platform evolves, the Company may allow and provide for additional approved devices. The Company may provide for and determine the appropriate level of customer equipment rebates, as needed, and required, in order to facilitate customer installation and ownership of the required equipment as part of this load management program.

For thermostat device control, the Company plans to initially utilize a pre-cooling and 2 or 4 degree temperature setback cycling strategy of the central electric cooling unit(s) during summer months. Other cycling strategies may be employed and evaluated to determine the strategy that optimizes load reduction without significantly affecting customer comfort.

The Company will arrange for its preferred Program business partner DLC measures and EMS to be made available for installation and customer ownership as a Program incentive. I&M will also arrange and provide for Program measures and systems to be installed as part of the Program. Customers will own all Program measures and systems once provided by the Program, and will continue ownership, responsibility for future maintenance, and program compliance after the Program concludes. After Program completion, Program customers must agree to continue participation in the Company's Work Energy Management tariff demand response offering for a minimum of two (2) summer cooling seasons.

(Cont'd on Sheet No. D-103.00)

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# RIDER WEM (Work Energy Management Rider)

(Cont'd from Sheet No. D-102.00)

## AC DLC Program Eligibility

Small business customers with at least one existing and operational central air conditioning and/or heat pump units located at the same commercial business property that are identified and qualified as meeting the following criteria:

- A maximum of 40 kW in monthly peak demand usage as measured by the Company's electric meter
- An AMI meter and telecommunication system installed by I&M sufficient to support the technology needs of this program
- At least one HVAC equipment measure available for demand response control through wireless, remote capability including
- Compliant Wi-Fi connected thermostats in which the Customer allows the Company to vary the air conditioner compressor motor or heat pump compressor motor run time for demand response events

## Water Heater DLC Program Option

To participate, customers must meet program specific qualification criteria as stated in program specific requirement documents as provided by the Company. Qualified customers must agree to participate, either in writing or via verbal recording, in the Water Heater DLC Program option to allow the Company or its authorized agents to install, operate, and maintain the required load control switch at or near the customer's electric resistance element water heater unit(s). Qualified customers must also allow the Company or its authorized agents access, as required and appropriate, to such customer owned equipment for the purposes of program related installation, operation, maintenance, and data collection.

#### Water Heater DLC Program Eligibility

Small business customers with at least one existing and operational electric resistance water heater located at the same commercial business property that are identified and qualified as meeting the following criteria:

- A maximum of 40 kW in monthly peak demand usage as measured by the Company's electric meter;
- An AMI meter and telecommunication system installed by I&M sufficient to support the technology needs of this program;
- At least one electric resistance water heater equipment measure available for demand response control through wireless, remote capability

(Cont'd on Sheet No. D-104.00)

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# RIDER WEM (Work Energy Management Rider)

(Cont'd from Sheet No. D-103.00)

The Company plans to initially allow qualified participating customers to choose one of three levels of electric hot water heater unit load management approach, Form 1, Form 2, or Form 3. Form 1 is minimally invasive to hot water control cycling strategy, Form 2 is moderately invasive hot water heater control cycling strategy, and Form 3 is the most invasive hot water heater control cycling strategy. Other cycling strategies may be employed and evaluated to determine the strategy that optimizes load reduction without significantly affecting customer comfort, but with customer advance agreement.

Small Business Direct Load Control Program Load Management Events

Load management (i.e., peak reduction, non-emergency) events will be called at the discretion of the Company, with up to 15 events per year. Emergency events will be at the discretion of PJM as defined in PJM Manual 13 – Emergency Operations, with up to 10 events per PJM planning year.

The customer may opt out of a non-emergency energy management event through the program energy management system software platform or by contacting the Company and/or its authorized agent personnel. The Company's energy management software algorithm will facilitate and accept the event opt out. The Company will communicate events to customers through the energy management platform and via other means required by the customer. The method of event notification may change as determined by the Company and in conjunction with customers, to email or other electronic notification means.

Small Business Direct Load Control Program Equipment

Air Conditioner (AC) DLC Program Option

The Customer will furnish and install program compliant WiFi enabled and broadband internet connected load control energy management system(s) and equipment, and, if necessary, an auxiliary communicating device. All equipment will be owned and maintained by the customer, from installation, throughout program participation, and until such time as this program is discontinued or the customer requests to be removed from the program after completing the initial period set forth above. At that time, the Company will cease both its energy management and control of the program equipment, along with any auxiliary communicating devices, and the Load Management Credit provided for by the program.

Should the customer lose, damage, or not maintain the required WiFi and internet connectivity of the load control devices or auxiliary communicating equipment, the Company will contact the customer in an attempt to reinstate program required equipment functionality. If such attempts by the Company do not facilitate reinstatement of the program required functionality, the Company will remove the customer from the program and will cease the Load Management Credit. Customer will receive credits for any events called and participated in by the customer prior to removal from the program.

(Cont'd on Sheet No. D-104.10)

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# RIDER WEM (Work Energy Management Rider)

(Cont'd from Sheet No. D-104.00)

The Company shall not be required to offer the program to customers who cannot maintain WiFi and internet connectivity for required functionality of the load control equipment, or if the continued operation of the program cannot be justified for reasons such as: customer preference, electric power market conditions, technological functionality and limitations, safety concerns, or abnormal customer premise conditions, including any limited business operation premises.

The Company and its authorized agents shall confirm installation through WiFi and internet connectivity of the load control device(s). In the event full WiFi and internet connectivity is not available, the Company may require access to inspect the load control device(s) and/or provide the customer thirty (30) days to successfully restore or provide full WiFi and internet connectivity. Should full WiFi and internet connectivity not be available after 30 days, the customer will be promptly removed from the program and the Load Management Credit discontinued until such time as the Company is able to gain the required access. The Company shall not be responsible for the repair, maintenance or replacement of any customer-owned equipment.

#### Water Heater DLC Program Option

To participate, customers must meet program specific qualification criteria as stated in program specific requirement documents as provided by the Company. Qualified customers must agree to participate, either in writing or via verbal recording, in the Water Heater DLC Program to allow the Company or its authorized agents to install, operate, and maintain the required load control switch at or near the customer's electric resistance element water heater unit(s). Qualified customers must also allow the Company or its authorized agents access, as required and appropriate, to such customer owned equipment for the purposes of program related installation, operation, maintenance, and data collection. Also, if necessary, and appropriate, the customer must allow the Company to install any program required auxiliary communicating devices to further facilitate the program's management and control of certain customer loads and/or customer sited electric power supply equipment as deemed necessary and appropriate for program operation.

Small Business Direct Load Control Program Load Management Credit

\$2.40 per event called and participated in during the summer months of May, June, July, August and September for each air-conditioning/heat pump unit/variable air flow motor or electric resistance water heater unit participating in the called events. In the case where a customer has two or more HVAC or electric resistance water heater units, or measures, participating in an event, the customer will receive a bill credit, as described above, for each HVAC unit, electric resistance water heater, or other compliant measures completing the participation in the event. A single customer may receive a bill credit for each HVAC unit and electric resistance water heater unit participating in the same demand response event.

(Cont'd on Sheet No. D-104.20)

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# RIDER WEM (Work Energy Management Rider)

(Cont'd from Sheet No. D-104.10)

#### Contract

Participating customers must agree to participate for a period of two (2) years or two-peak period season periods (defined as May through September) as applicable and thereafter may discontinue participation by contacting the Company.

#### Special Terms and Conditions

The Small Business AMI Direct Load Control (DLC) Program is subject to the Company's Terms and Conditions of Service and all provisions of the tariff under which the customer takes service, including all payment provisions.

Customer-specific information within data collected during the course of implementation for the Small Business AMI Direct Load Control (DLC) Program will be held as confidential and data presented in any analysis will protect the identity of the individual customer.

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# DG Rider (Distributed Generation Rider)

### Distributed Generation Rider

The combination of the customer's retail rate schedule and this rider (Rider) constitutes the cost-based distributed generation (DG) tariff pursuant to Public Act 235 pf 2023. The customer is billed according to their retail rate schedule for all Inflow and receives a credit in dollars, rather than kWh, based on the Outflow Credit provision shown on the Rider.

Any unused outflow bill credit is added to any unused bill credit from previous months and carried forward to the next month. The utility will not issue a check for unused bill credit unless the customer leaves the DG program.

#### DISTRIBUTED GENERATION PROGRAM

A. The Distributed Generation Program is offered as authorized by Public Act 235 of 2023, and the Commission in Case No. U-20359.

#### B. Distributed Generation Definitions

- (1) A Category 1 distributed generation customer has one or more Eligible Electric Generators with an aggregate nameplate capacity of 20 kW or less that use equipment certified by a nationally recognized testing laboratory to IEEE 1547.1 testing standards and is in compliance with UL 1741 scope I.IA located on the customer's premises and metered at a single point of contact.
- (2) A Category 2 distributed generation customer has one or more Eligible Electric Generators with an aggregate nameplate capacity greater than 20 kW but not more than 550 kW located on the customer's premises and metered at a single point of contact.
- (3) Eligible Electric Generator- a renewable energy resource or a methane digester with a generation capacity limited to no more than 110% of the customer's electricity consumption for the previous 12 months and does not exceed 550kW at a single site:
- (4) Inflow the metered inflow delivered by the Company to the customer during the billing month or time-based pricing period.

(Continued on Sheet D-106.00)

ISSUED MARCH 18, 2025 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA



EFFECTIVE FOR BILLS RENDERED BEGINNING WITH THE BILLING MONTH OF APRIL 2025

ISSUED UNDER AUTHORITY OF THE MICHIGAN PUBLIC SERVICE COMMISSION DATED MARCH 13, 2025 IN EXPARTE FILING NO. U-21795

## **DG Rider** (Distributed Generation Rider)

(Continued from Sheet D-105.00)

- Outflow the metered quantity of the customer's generation not used on site and exported to the utility during the billing month or time-based pricing period.
- Renewable Energy Resource a resource that naturally replenishes over a human, not a geological, timeframe and that is ultimately derived from solar power, waterpower or wind power. Renewable energy resource does not include petroleum, nuclear, natural gas, industrial waste, post-use polymers, tires, tirederived fuel, plastic, or coal. 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, consisting of:
    - 1. Landfill gas as described in subparagraph (G).
    - 2. Gas from a methane digester using only feedstock as described in H
    - 3. Biomass used by renewable energy systems that are in commercial operation as of February 27, 2024.
    - 4. Trees and wood used in renewable energy systems that are placed in commercial operation after February 27, 2024, if the trees and wood are derived from sustainably managed forests or procurement systems, as defined in section 261c of the management and budget act, 1984 PA 431, MCL 18.1261c.
  - B. Solar and solar thermal energy
  - C. Wind energy
  - D. Kinetic energy of moving water, including the following:
    - 1. waves, tides or currents
    - 2. water released through a dam
  - E. Geothermal energy
  - F. Thermal energy produced from a geothermal heat pump
  - G. Landfill gas produced from solid waste facilities.
  - H. Any of the following if used as feedstock in a methane digester:
    - 1. Municipal wastewater treatment sludge, wastewater, and sewage
    - 2. Food waste and food production and processing waste
    - 3. Animal manure
    - 4. Organics separated from municipal solid waste.

### C. Distributed Generation Program Availability

A customer participating in a net metering program approved by the Commission before February 1, 2020 has the option to take service under this DG rider. Service under the existing net metering rider shall terminate after a period of 10 years from the customer's original participation date, which is defined as the date of meter installation for the net metering service. At the time service under the terms and conditions of the net metering program terminates in accordance with MCL 463.0183(1), the customer may transition to this Rider.

(Continued on Sheet D-107.00)

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Michigan Public Service Commission

March 25, 2025 Filed by: DW

**ISSUED UNDER AUTHORITY OF THE** 

WITH THE BILLING MONTH OF APRIL 2025

EFFECTIVE FOR BILLS RENDERED BEGINNING

MICHIGAN PUBLIC SERVICE COMMISSION **DATED MARCH 13, 2025** IN EXPARTE FILING NO. U-21795

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# DG Rider (Distributed Generation Rider)

(Continued from Sheet D-106.00)

The Distributed Generation Program is voluntary and available on a first come, first served basis for new customer participants or existing customer participants increasing their aggregate generation. The combined legacy net metering and DG program size is equal to 10.0% of the Company's average instate peak load for Full-Service customers during the previous 5 calendar years. Within the Program capacity, not less than 50% is reserved for Category I Distributed Generation customers, and not more than 50% is reserved for Category 2. The Company shall notify the Commission upon the Program reaching capacity in either Category. If an existing customer who participates in either Rider NMS-1 or Rider NMS-2 increases their aggregate generation on or after February 1, 2020, then all generation on site will be subject to the terms and conditions of this rider.

## D. Customer Eligibility

In order to be eligible to participate in the Distributed Generation Program, customers must generate a portion or all of their own retail electricity requirements with an Eligible Electric Generator which utilizes a Renewable Energy Resource, as defined in 2023 PA 235, Section 11(g).

A customer's eligibility to participate in the Distributed Generation Program is conditioned on the full satisfaction of any payment term or condition imposed on the customer by pre-existing contracts or tariffs with the Company, including those imposed by participation in the Distributed Generation Program, or those required by the interconnection of the customer's Eligible Electric Generator to the Company's distribution system.

#### E. Customer Billing - Inflow

(1) Full Service Customers

The customer will be billed according to their retail rate schedule, plus surcharges, and Power Supply Cost Recovery (PSCR) Factor on metered Inflow for the billing period or time-based pricing period.

(2) Retail Open Access Customers

The customer will be billed as stated on the customer's Retail Open Access Rate Schedule on metered Inflow for the billing period or time- based pricing period.

### F. Customer Billing - Outflow Credit

The customer will be credited on outflow for the billing period or time-based pricing period. The credit shall be applied to the current billing month and shall be used to offset charges on that bill. Any excess credit not used will be carried forward to subsequent billing periods. Unused outflow credit from previous months will be applied to the current billing month, if applicable. Outflow credit is non-transferable.

(Continued on Sheet D-108.00)

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# DG Rider (Distributed Generation Rider)

(Continued from Sheet D-107.00)

(1) Full Service Customers

The customer will be credited for each kW or kWh of outflow according to their specific rate schedule's combined Capacity and Non-Capacity Power Supply rates plus the PSCR factor.

(2) Retail Open Access Customers
The Outflow Credit will be determined by the Retail Service Supplier

## G. Application for Service

In order to participate in the Distributed Generation Program, a customer shall submit completed Interconnection and Distributed Generation Program Applications, including the application fee of \$50 to the Company. The Distributed Generation Program application fee is waived if the customer is transitioning from the Net Metering Program. If a customer does not act or correspond on an application for over 6 months, when some action is required by the customer, the application may be voided by the Company.

### H. Generator Requirements

The Eligible Electric Generator(s) must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or up to 110% of the customer's requirement for electricity.

The customer's requirement for electricity 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) 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 annual electric requirement.

The aggregate capacity of Eligible Electric Generators shall be determined by the aggregate projected annual kWh output of the generator(s). The customer is required to provide the Company with a nameplate 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 Distributed Generation Program Application.

The customer need not be the owner or operator of the eligible generation equipment but is ultimately responsible for ensuring compliance with all technical, engineering and operational requirements suitable for the Company's distribution system.

### I. Generator Interconnection Requirements

The requirements for interconnecting a generator with the Company's facilities are contained in Rule B8., Electric Interconnection and Distributed Generation Standards, the Michigan Electric Utility Generator Interconnection Requirements and the Company's Generator Interconnection Supplement to Michigan Electric Utility Generator Interconnection Requirements. All such interconnection requirements must be met prior to the effective date of a customer's participation in the Distributed Generation Program. The customer must sign an Interconnection and Operating Agreement with the Company and fulfill all requirements as specified in the Agreement. The customer shall pay actual interconnection costs associated with participating in the Distributed Generation Program, subject to limits established by the Michigan Public Service Commission.

(Continued on Sheet D-109.00)

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# DG Rider (Distributed Generation Rider)

(Continued from Sheet D-109.00)

#### J. Metering Requirements

Metering requirements shall be specified by the Company. All metering must be capable of recording inflow and outflow and all parameters metered on the customer's otherwise applicable retail rate schedule, for both Full Service and Retail Open Access customers.

The Company shall install appropriate metering facilities to record all demand and energy in-flow and out-flow to bill in accordance with the DG Rider and the customer's specific rate schedule. Eligible DG Rider customers shall pay only the incremental cost above that for meters provided by the Company to similarly situated, non-generating customers. 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 the customer or comply with Company safety requirements.

#### K. Distribution Line Extension and/or Extraordinary Facilities

The Company reserves the right to make special contractual arrangements with Distributed Generation Program customers whose utility service requires investment in electric facilities, as authorized by the Company's Rule Cl .4, Extraordinary Facility Requirements and Charges, Rule Cl .6, General Provisions of Service, and Rule C6., Distribution Systems, Line Extensions and Service Connections, as set out in the Company's Electric Rate Book. The Company further reserves the right to condition a customer's participation in the Distributed Generation Program on a satisfactory completion of any such contractual requirements.

## L. <u>Customer Termination from the Distributed Generation Program</u>

A participating customer may terminate participation in the Company's Distributed Generation Program at any time for any reason on sixty days' notice. In the event that a customer who terminates participation in the Distributed Generation Program wishes to re-enroll, that customer must reapply as a new program participant, subject to program size limitations, application queue and application fees.

The Company may terminate a customer from the Distributed Generation Program if the customer fails to maintain the eligibility requirements, fails to comply with the terms of the operating agreement, or if the customer's facilities are determined not to be in compliance with technical, engineering, or operational requirements suitable for the Company's distribution system. The Company will provide sixty days' notice to the customer prior to termination from the Distributed Generation Program, except in situations the Company deems dangerous or hazardous. Such notice will include the reason(s) for termination.

Upon customer termination from the Distributed Generation Program, any existing credit on the customer's account will either be applied to the customer's final bill or refunded to the customer. The Company will refund to the customer any remaining credit in excess of the final bill amount. Distributed Generation Program credit is non-transferrable.

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# DG Rider (Distributed Generation Rider)

(Continued from Sheet D-109.00)

# N. <u>Distributed Generation Program Status and Evaluation Reports</u>

The Company will submit an annual status report to the Commission Staff by March 31 of each year including Distributed Generation Program data for the previous 12 months, ending December 31. The Company's status report shall maintain customer confidentiality.

# O. Renewable Energy Credits

Renewable Energy Credits (RECs) are owned by the customer.

The Company may purchase Renewable Energy Credits from participating Distributed Generation Program customers who are willing to sell RECs generated if the customer has a generator meter in place to accurately measure and verify generator output. REC certification costs are the responsibility of the customer.

The Company will enter into a separate agreement with the customer for the purchase of any RECs.

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# Voluntary Curtailment Service Rider (VCSR)

This Rider provides the Customer with the opportunity to reduce their cost of electric service by curtailing usage during Voluntary Curtailment Events requested by the Company. Upon each event, the Customer shall have the option, but not the obligation, to curtail usage at their premises and be compensated by the Company as provided below.

### **Availability of Service**

Eligible customers must have a curtailable usage of not less than 1,000 kW at the metering point for a single account for electric service and be on a Standard Service tariff. All provisions of the applicable standard tariff for electric service will apply except as modified herein. Customers participating in a third-party demand response program and customers receiving competitive energy services from a Curtailment Service Provider (CSP) or aggregator are not eligible to participate under this Rider. Customers in this program are also subject to curtailments due to system emergencies in the same manner as all other firm service customers.

# **Monthly Charges and Credits**

Customer's net monthly bill for service provided under this Rider will be calculated in accordance with the Company's applicable rate schedule, with the exception that the Voluntary Curtailment Credit will be applied as a line item on the Customer's bill.

The Voluntary Curtailment Event Hours and the Voluntary Curtailment Price will be quoted to the Customer by no later than 5:00 p.m. ET of the day prior to the Event Day.

The Voluntary Curtailment Price will be based upon the Day-Ahead Market price of energy at the time of the Voluntary Curtailment Event, as determined in the Company's sole judgement, but not less than \$100 per MWh. The I&M AEPIM\_RESID\_AGG, locational marginal price node, shall be used to develop the Voluntary Curtailment Price.

# **Conditions of Service**

- 1. The Company reserves the right to request a Voluntary Curtailment Event at any time at the Company's sole discretion. The Company will call no more than two (2) Voluntary Curtailment Events per day. The Events must be separated by at least one (1) non-event hour.
- 2. Customers must request enrollment in the program thirty (30) days before participating in a Voluntary Curtailment Event. A fully executed contract is required before a customer may participate in a Voluntary Curtailment Event.
- 3. The Company shall notify the Customer of a Voluntary Curtailment Event by e-mail, text or automated phone message. The Customer shall designate their representative(s) to receive said notifications.
- 4. No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
- 5. The Customer shall not receive credit for any curtailment periods in which the Customer's usage is already reduced due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, economic conditions or any event other than the Customer's normal operating conditions.
- 6. The Customer's participation in any Company capacity-based demand response program takes priority over this program. No payment shall be made under this program for hours that a customer is responsible for curtailing under another program. An interval meter is required for service under this Rider. The incremental cost of any special metering, communications or control equipment required for service under this Rider beyond that normally provided shall be borne by the Customer.

(Cont'd on Sheet No. D-112.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# Voluntary Curtailment Service Rider (VCSR)

(Cont'd from Sheet No. D-111.00)

# **Curtailed Demand**

For each Voluntary Curtailment Event, Curtailed Demand shall be defined as the difference between the Customer's Average On-Peak Demand and the maximum sixty (60)-minute integrated demand in kW during the Voluntary Curtailment Event. The Curtailed Demand so computed will not be less than zero (0).

The Company shall determine the Customer's Average On-Peak Demand in kW, as specified in a contract addendum for service under this Rider. The Customer's Average On-Peak Demand will be reviewed annually. Annual, seasonal or monthly Average On-Peak Demands may be established based upon Customer's historic usage patterns. For the purpose of determining the Average On-Peak Demand, the on-peak period is defined as 7:00 a.m.to 11:00 p.m. ET for all weekdays, Monday through Friday.

# **Voluntary Curtailment Credit**

For each Voluntary Curtailment Event, the Event Credit shall be the product of the Curtailed Demand, the number of Voluntary Curtailment Event Hours and the Voluntary Curtailment Price.

The Voluntary Curtailment Credit will be the sum of the Event Credits for the calendar month.

The Voluntary Curtailment Credit will be applied to the Customer's bill within forty-five (45) days after the end of the month in which the Voluntary Curtailment Event occurred.

The Voluntary Curtailment Credit applied to the Customer's bill for service will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a subaccount so that the separate identity of this amount is preserved.

# **Non-Compliance Provision**

There are no charges for non-compliance with a Voluntary Curtailment Event.

# <u>Term</u>

Contracts under this Rider shall be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least thirty (30) days written notice of its intention to discontinue service under this Rider.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA Michigan Public Service
Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# RIDER DLMS (Discretionary Load Management Service)

# Availability of Service

Discretionary Load Management Service (DLMS) is available to customers that take firm service from the Company under a Standard Service demand metered rate schedule and that have the ability to curtail load under the provisions of this Rider. Each customer electing service under Rider DLMS shall contract, via a Contract Addendum, for a definite amount of firm and interruptible capacity agreed to by the Company and the customer. The interruptible capacity amount shall not exceed the customer's average on-peak demand for the past 12 months. The Company reserves the right to limit the aggregate amount of interruptible capacity contracted for under this Rider. The Company will take customer DLMS requests in the order received.

# Conditions of Service

- 1. The Company, in its sole discretion, reserves the right to call for curtailments of the customer's interruptible load at any time. Such interruptions shall be designated as Discretionary Interruptions and shall not exceed sixty (60) hours of interruption during any Interruption Year. The Interruption Year shall be defined as the consecutive twelve (12) month period commencing on June 1 and ending on May 31. Should this Rider become effective on a date other than June 1, the period from the effective date of this Rider until the next May 31 after such effective date shall be referred to as the Initial Partial Interruption Year. In any Initial Partial Interruption Year, Discretionary Interruptions shall not exceed a number of hours equal to the product of the number of full calendar months during the Initial Partial Interruption Year and the annual interruption hours divided by 12.
- 2. Customers participating in a third-party demand response program, and customers receiving competitive energy services from a Curtailment Service Provider (CSP) or aggregator, are not eligible to participate under this Rider. No credit shall be given under this program for hours that a customer is responsible for curtailing under another program. Customers taking service under Open Access Distribution tariffs are not eligible for Rider DLMS.
- 3. The monthly Interruptible Demand Credit Rate shall be \$5.00/kW-month, credited to participating Customers' bills for Standard Service.
- 4. The Company will endeavor to provide the customer with as much advance notice as possible of a Discretionary Interruption. The Company shall provide notice at least 90 minutes prior to the commencement of a Discretionary Interruption. Such notice shall include both the start and end time of the Discretionary Interruption. For any Discretionary Interruption, the customer shall be permitted to choose not to interrupt and to continue to operate during the event, provided that the customer pays the DLMS Event Failure Charge. Discretionary Interruptions shall begin and end on the clock hour.
- 5. Discretionary Interruption events shall be three (3) consecutive hours and there shall not be more than six (6) hours of Discretionary Interruption per day.

(Continued on Sheet No. 113.10)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

(RATE CASE U-21461)

# RIDER DLMS (Discretionary Load Management Service)

(Cont'd from Sheet No. 113.00)

- 6. The Company will inform the customer regarding the communication process for notices to curtail. The customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company
- 7. The minimum interruptible capacity contracted for under this Rider will be 500 kW at a single metering point.
- 8. All customer meter data required under this Rider shall be determined from 15-minute integrated metering, as applicable based on the customer's rate schedule, with remote interrogation capability and demand recording equipment. Such metering equipment shall be owned, installed, operated, and maintained by the Company.
- 9. NO RESPONSIBILITY OR LIABILITY OF ANY KIND SHALL ATTACH TO OR BE INCURRED BY THE COMPANY FOR, OR ON ACCOUNT OF, ANY LOSS, COST, EXPENSE, OR DAMAGE CAUSED BY OR RESULTING FROM, EITHER DIRECTLY OR INDIRECTLY, ANY INTERRUPTION OF SERVICE UNDER THE PROVISIONS OF THIS RIDER.

# Interruptible Capacity Reservation

The customer shall have established a total Capacity Reservation under its Contract for Service under the applicable demand-metered rate schedule. In a Contract Addendum, the customer shall designate a set kW amount of the total Capacity Reservation as the Firm Service Capacity Reservation, which is not subject to interruption under this Rider. The Interruptible Capacity Reservation shall be the customer's average on-peak demand over the past 12 months in excess of the Firm Service Capacity Reservation. The Interruptible Capacity Reservation shall be established annually, subject to annual review and adjustment by the Company and the customer. The Interruptible Capacity Reservation shall be established by mutual agreement of I&M and the customer for customers with less than twelve months of established usage history or customers with a significant change in usage.

### Monthly Interruptible Demand Credit

The monthly Interruptible Demand Credit shall be equal to the product of Demand Credit per kW-Month and the customer's Interruptible Capacity Reservation kW.

# Interruption Event Compliance

Customers will be determined to have failed a DLMS interruption event if they have not achieved at least ninety (90) percent reduction of their agreed upon interruptible capacity reservation during the duration of a DLMS interruption event.

(Continued on Sheet No.113.20)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# RIDER DLMS (Discretionary Load Management Service)

(Cont'd from Sheet No. 113.10)

# **DLMS Event Failure Charge**

Customers that fail one or more DLMS interruption events shall repay a portion of their total annual DLMS Interruptible Demand Credit per the following table:

Number of Failures	Penalty Payment %
Failure 1	10%
Failure 2	10%
Failure 3	10%
Failure 4	10%
Failure 5	15%
Failure 6	20%
Failure 7	25%
Total	100%

DLMS Event Failure Charge = Interruptible Capacity Reservation kW x DLMS Interruptible Demand Credit Rate x 12 months x DLMS Event Failure Charge Penalty Payment %

Under no circumstance will a customer be charged a DLMS Event Failure Charge, for DLMS interruption failures, in an amount greater than the customer's annual amount of DLMS Interruptible Demand Credits they would receive for full participation in an Interruption Year.

### Settlement

The monthly Interruptible Demand Credit will be included on the customer's monthly bill for electric service.

# Term

A Contract or Contract Addendum under this Rider shall be made for a period of one (1) Interruption Year or the Initial Partial Interruption Year and shall remain in effect for each subsequent Interruption Year until either party provides sixty (60) days written notice prior to June 1 of its intention to discontinue service effective June 1 under the terms of this Rider. Any participating customer must participate for at least one full Interruption Year. Therefore, a customer that begins service under this Rider during an Initial Partial Interruption Year, must then also participate in the subsequent full Interruption Year.

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# APPLICABLE POWER SUPPLY AND DELIVERY CHARGE SURCHARGES AND RIDERS

Commission-approved surcharges and riders applicable to Standard Service customers only:

Power Supply Charges Applicable to Standard Service Customers	Sheet No.
Power Supply Cost Recovery Factor	D-115.00
Rate Realignment Surcharge/Credit	D-117.00
Renewable Energy Surcharge	D-120.00

Commission-approved surcharges and riders applicable to Standard Service and Open Access Distribution Service customers:

Delivery Charges Applicable to Standard Service and Open Access Distribution Service customers	Sheet No.
Energy Waste Reduction Surcharge	D-118.00
Nuclear Decommissioning Surcharge	D-119.00
Net Lost Revenue Tracker Surcharge	D-121.00
Low-Income Energy Assistance Fund Surcharge	D-122.00
Tax Rider	D-123.00

**ISSUED JULY 26, 2024** BY STEVEN F. BAKER **PRESIDENT** FORT WAYNE, INDIANA

Michigan Public Service Commission August 16, 2024

Filed by: DW

**EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024** 

# POWER SUPPLY COST RECOVERY FACTOR

This clause permits the monthly adjustment of rates for power supply to allow recovery of the booked costs, including transportation costs, reclamation costs, and disposal and reprocessing costs, of fuel burned for electric generation, the booked costs of purchased and net interchange power transactions and the cost of transmission service incurred under reasonable and prudent policies and practices. All rates for standard Michigan retail electric service, unless otherwise provided in the applicable rate schedule, shall include a Power Supply Cost Recovery factor.

For purposes of this clause, the following definitions apply:

"Power supply cost recovery factor" means 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 schedule.

"Power supply cost recovery plan" means a filing made at least 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" means those elements of allowable costs of fuel, purchased and net interchanged power costs, and transmission costs as determined by the Commission to be included in the calculation of the power supply cost recovery factor.

"Cost of power" means those elements of costs of fuel and purchased and net interchanged power costs as determined by the Commission to be recovered in base rates pursuant to a general rate proceeding but which are not allowable in the calculation of the monthly power supply cost recovery factor.

The Power Supply Cost Recovery factor shall, in accordance with the hearing procedures adopted by the Michigan Public Service Commission, consist of 0.01037 mills per kWh for each full .01 mill per kWh of power supply costs, rounded to the nearest .01 mills per kWh, less an amount of 48.16 mills per kWh representing power supply costs included in base rates.

The power supply cost recovery factor to be applied to the Company's Michigan retail customers' monthly kilowatt-hour usage represents the power supply costs as established by Commission order pursuant to a power supply and cost review hearing conducted by the Commission. The power supply and cost review will be conducted not less than once a year for the purpose of evaluating the power supply cost recovery plan filed by the Company and to authorize an appropriate power supply cost recovery factor. Contemporaneously with its power supply cost recovery plan, the Company will file a five-year forecast of the power supply requirements of its customers, its anticipated sources of supply, and projections of power supply costs.

Not more than 45 days following the last day of each billing month in which a power supply cost recovery factor has been applied to customers' bills, the Company shall file with the Commission a detailed statement for that month of the revenues recorded pursuant to the power supply cost recovery factor, the allowance for cost of power included in the base rates established in the latest Commission order for the Company, and the cost of power supply.

(Continued to Sheet No. D-116.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# POWER SUPPLY COST RECOVERY FACTOR

(Continued from Sheet No. D-115.00)

Not less than once a year and not later than 90 days after the end of the 12-month period covered by the Company's most recently authorized power supply cost recovery plan, a power supply cost recovery factor and the allowance for cost of power included in the base rates as established by the Commission under the Company's most recent power supply cost recovery plan, among other things. The Company shall be required to refund to customers, or to credit to customers' bills any net amount, plus interest, determined to have been recovered which is in excess of the amounts properly expensed by the Company for power supply. The Company shall recover from customers any net amount, plus interest, by which the amount determined to have been recovered over the period covered was less than the amount determined to have been properly expensed by the Company for power supply.

Maximum allowable Power Supply Cost Recovery Factors approved by the Commission:

(1)	(2)	(3)	(4)
Billing Month	Total PSCR Costs (Mills/kWh)	PSCR Costs In Base Rates (Mills/kWh)	PSCR Factor Charge/(Credit) (Mills/kWh)
			(Col. 2 - Col. 3)
Jan - Dec 2021	41.41	38.56	2.85
Jan - Dec 2022	44.79	38.56	6.23
Jan - Dec 2023	43.64	38.56	5.08

Should the Company apply a lesser factor than the above, or if the factor is later revised pursuant to Commission Orders or 1982 PA 304, the Company will notify the Commission if necessary and file a revision to the above list.

Actual Power Supply Cost Recovery factors billed pursuant to 1982 PA 304, Section 6j(9):

(1)	(2)	(3)	(4)
Billing Month	Total PSCR Costs (Mills/kWh)	PSCR Costs In Base Rates (Mills/kWh)	PSCR Factor Charge/(Credit) (Mills/kWh)
			(Col. 2 - Col. 3)
Jan – July 14, 2024	50.00	38.56	11.44
July 15, 2024 – Dec 2024	50.00	48.16	1.84
Jan – Feb 2025	51.90	48.16	3.74
Mar – Dec 2025	51.74	48.16	3.58

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ISSUED FEBRUARY 20, 2025 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
February 24, 2025
Filed by: DW

EFFECTIVE FOR BILLS RENDERED BEGINNING WITH THE BILLING MONTH OF MARCH 2025

ISSUED UNDER AUTHORITY OF 1982 PA 304, SECTION 6(j) AND THE MICHIGAN PUBLIC SERVICE COMMISSION IN CASE NO. U-21596 (RATE CASE U-21461)

# RATE REALIGNMENT SURCHARGE/CREDIT

All customer bills subject to the provisions of this surcharge, including any bills rendered under special contract, shall be adjusted by the Rate Realignment Surcharge/Credit charge per kWh as follows:

Tariff	Year 1
	(¢/kWh)
RS, RS-TOD, RS-OPES, RS-PEV, RS-SC, and RS-TOD2	0.0615
GS, GS-TOD, GS-PEV and GS-TOD 2	0.0567
LGS	0.0413
LP and CS-IRP	0.0449
MS	0.0528
WSS	0.0378
EHS	0.0548
IS	(14.3224)
OSL	0.1145
SLS, SLC, ECLS and SLCM	0.0712

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# SURCHARGE RIDER EWR (ENERGY WASTE REDUCTION SURCHARGE RIDER)

Energy Waste Reduction surcharges allow for the recovery of costs of implementing and conducting an approved energy waste reduction plan.

Energy Waste Reduction surcharges shall be revised annually in accordance with Sections 89(3) and 89(7) of 2008 PA 295, as amended by 2016 PA 342.

Delivery service charges on all customer bills subject to the provisions of this rider, including any bills rendered under special contract, shall be adjusted by the Energy Waste Reduction Surcharge Rider per kWh or Customer as follows:

Tariff	¢/kWh	\$/Customer/Mo.
RS, RS-TOD, RS-TOD2, RS-OPES/PEV, and RS-SC	0.628	
GS, GS TOD, GS-TOD2		20.05
GS (UNMETERED)	0.907	
LGS		1,660.77
LP		1,660.77
MS		20.05
WSS		20.05
CS-IRP		1,660.77
EHS		20.05
IS		20.05
OSL (UNMETERED)	0.907	
SLS, SLC AND ECLS (UNMETERED)	0.907	
SLCM		20.05

ISSUED JANUARY 6, 2025 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

January 10, 2025

Filed by: DW

EFFECTIVE FOR BILLS RENDERED BEGINNING WITH THE BILLING MONTH OF FEBRUARY 2025

# **NUCLEAR DECOMMISSIONING SURCHARGE**

All customer bills subject to the provisions of this surcharge, including any bills rendered under special contract, shall be adjusted by the Nuclear Decommissioning Surcharge per kWh as follows:

Tariff	¢/kWh
RS, RS-TOD, RS-OPES, RS-PEV, RS-SC, and RS-TOD2	0.0000
GS, GS-TOD, GS-PEV and GS-TOD 2	0.0000
LGS	0.0000
LP and CS-IRP	0.0000
MS	0.0000
wss	0.0000
EHS	0.0000
IS	0.0000

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# RENEWABLE ENERGY SURCHARGE

All customer bills subject to the provisions of this surcharge, including any bills rendered under special contract, shall be adjusted by the Renewable Energy Surcharge adjustment as follows:

Tariff		\$ / Month
RS, RS-TOD, RS-OPES, RS-SC, RS-TOD2, and RS-PEV		0.00
GS-Sec, GS-TOD, GS-TOD2, GS-PEV, WSS-Sec, LGS-Sec, MS, EHS, IS, SLS, SLC, ECLS, and SLCM	Monthly Consumption:  0-400 kWh per month 401-850 kWh per month 851-1,650 kWh per month Above 1,650 kWh per month	0.00 0.00 0.00 0.00
GS-Pri, GS-Sub, LGS-Pri, LGS-Sub, LP, WSS-Pri, WSS-Sub, and CS-IRP	Monthly Consumption:  0-11,500 kWh per month 11,501-41,500 kWh per month Above 41,500 kWh per month	0.00 0.00 0.00

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

# **NET LOST REVENUE TRACKER SURCHARGE**

All customer bills subject to the provisions of this surcharge, including any bills rendered under special contract, shall be adjusted by the Net Lost Revenue Tracker Surcharge per kWh or Customer as follows:

	Power Supply	Power Supply Delivery Total	
Tariff	\$/Customer/Mo.	\$/Customer/Mo.	\$/Customer/Mo.
RS, RS-TOD, RS-TOD 2, RS-OPES, RS-PEV and RS-SC	0.00	0.00	0.00
GS (UNMETERED)	0.00	0.00	0.00
GS, GS-TOD, GS-PEV and GS-TOD 2	0.00	0.00	0.00
LGS	0.00	0.00	0.00
LP	0.00	0.00	0.00
CS-IRP	0.00	0.00	0.00
MS	0.00	0.00	0.00
WSS	0.00	0.00	0.00
EHS	0.00	0.00	0.00
IS	0.00	0.00	0.00
OSL (UNMETERED)	0.00	0.00	0.00
SLS, SLC AND ECLS (UNMETERED)	0.00	0.00	0.00
SLCM	0.00	0.00	0.00

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 16, 2024

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

M.P.S.C. 18- ELECTRIC INDIANA MICHIGAN POWER COMPANY STATE OF MICHIGAN (LIEAF U-17377) FIRST REVISED SHEET NO. D-122.00 CANCELS ORIGINAL SHEET NO. D-122.00

# LOW-INCOME ENERGY ASSISTANCE FUND SURCHARGE

The Low-Income Energy Assistance Fund Surcharge shall be added monthly to each retail billing meter account, but no more than one residential meter per residential site.

All customer bills subject to the provisions of this surcharge, including any bills rendered under special contract, shall be adjusted by the Low-Income Energy Assistance Fund Surcharge of \$0.87 per meter per month.

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ISSUED JULY 29, 2024 BY STEVE F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service Commission

August 19, 2024

Filed by: DW

EFFECTIVE FOR BILLS RENDERED BEGINNING WITH THE BILLING MONTH OF SEPTEMBER 2024

# **TAX RIDER**

The Tax Rider consists of these components:

1. Credits related to the Tax Cuts and Jobs Act (TCJA) to pass back unprotected excess accumulated deferred income tax;

The Tax Rider applies to all tariff classes, including special contracts, on a bills rendered basis at the following rates:

	Power Supply Non-Capacity		Delivery	
Tariff	Energy ¢/kWh	<u>Demand</u> \$/kW	Energy ¢/kWh	<u>Demand</u> \$/kW
RS, RS-TOD, RS-OPES/PEV, RS-SC and RS-TOD2	-0-	-	-0-	-
GS Secondary, GS-TOD, GS- TOD2	-0-	-	-0-	-
GS Primary	-0-	-	-0-	-
GS Subtransmission	-0-	-	-0-	-
LGS Secondary	-	-0-	-	-0-
LGS LM-TOD	-0-	-	-0-	-
LGS Primary	-	-0-	-	-0-
LGS Subtransmission	-	-0-	-	-
LP Secondary	-	-0-	-	-0-
LP Primary	-	-0-	-	-0-
LP Subtransmission	-	-0-	-	-
LP Transmission	-	-0-	-	-
MS	-	-0-	-	-0-
WSS Secondary	-	-0-	-	-0-
WSS Primary	-	-0-	-	-0-
WSS Subtransmission	-	-0-	-	-
EHS	-	-0-	-	-0-
IS	-0-	-	-0-	-
OSL	-0-	-	-0-	-
SLS, SLC, ECLS AND SLCM	-0-	-	-0-	-

Non-Capacity Power Supply and Delivery Charges are applicable to Standard Service customers. Delivery Charges only are applicable to Open Access Distribution customers.

ISSUED MAY 15, 2025 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission

May 16, 2025

Filed by: DW

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER MAY 16, 2025

# SECTION E

# COMPANY TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

# 1. APPLICATION

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

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

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

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

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

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

(Continued on Sheet No. E-2.00)

ISSUED JULY 26, 2024 BY STEVEN F. BAKER PRESIDENT FORT WAYNE, INDIANA

Michigan Public Service
Commission
August 16, 2024
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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER JULY 15, 2024

(Continued From Sheet No. E-1.00)

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

### CUSTOMER CHOICE OF AN ALTERNATIVE ELECTRIC SUPPLIER

Customers may elect energy services from a qualified Alternative Electric Supplier (AES). Qualifications and other eligibility criteria for such entities are specified in the Supplier Terms and Conditions of Service. AESs are also subject to any rules and licensing criteria established by the Commission for such entities as also incorporated in the Supplier Terms and Conditions of Service. Any customer who desires service from an AES must first contract with the AES who will arrange for the provision of such services. The AES shall then notify the Company at least 15 calendar days prior to the customer's regularly scheduled meter reading date after which the customer will receive service from the AES. All changes in AES shall occur at the end of the customer's regularly scheduled meter reading date. Any request to change a customer's AES received after 15 calendar days prior to the customer's regularly scheduled meter reading date shall become effective the subsequent billing month.

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

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

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

# 3. CHANGING ALTERNATIVE ELECTRIC SUPPLIERS

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

(Continued on Sheet No. E-3.00)

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

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

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

Customers returning to the Company's Standard Service must remain on the Company's Standard Service for a period of not less than 12 consecutive months. If the customer's return to the Company's Standard Service is the result of AES default or AES withdrawal, the customer shall have 30 calendar days to choose an alternative AES before the above requirement shall apply. Customers returning from service from an AES that self-supplies capacity shall be subject to the additional requirements as defined in Section E, Self-Supply Capacity Service Terms and Conditions of Open Access Distribution Service Number 11.

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

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

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### BILLS FOR OPEN ACCESS DISTRIBUTION SERVICE

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

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

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

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

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

### 5. INSPECTION

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

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

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

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

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

### SERVICE CONNECTIONS

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

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

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

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

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

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

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### LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

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

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

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

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

# 9. COMPANY'S LIABILITY

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

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

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

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

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

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

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

# 10. CUSTOMER'S LIABILITY

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

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

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

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

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#### USE OF SERVICE BY CUSTOMER 11.

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

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

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

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

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

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

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

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

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

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

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

# 12. RESIDENTIAL SERVICE

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

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

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

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

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

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Individually metered seasonal sites such as campsites shall be placed on the appropriate commercial general service tariff and not be considered residential in nature. Locations that provide site availability throughout the year may be put in an individual customer's name under the residential tariff if they otherwise meet the qualifications set forward.

# 13. RESORT SERVICE

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

# 14. TRANSMISSION SERVICE

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

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

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

# 15. LOSSES

The AES or the Transmission Provider shall provide, through appropriate arrangements, both transmission and distribution losses as required to serve customers at various delivery voltages. If an AES arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the AES must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.0% additional losses of amounts received by the Transmission Provider for delivery to the customer. Customers served at secondary distribution voltage require 5.0% additional losses of amounts received by the Transmission Provider for delivery to the customer.

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### METERING AND LOAD PROFILING

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

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

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

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

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

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

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

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

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### 17. EXTENSION OF SERVICE

# A. Residential Service

# i. Charges

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

### ii. Measurement

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

### iii. Refunds

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

### B. Commercial or Industrial Service

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

# i. Company Financed Extensions

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

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

# ii. Charges

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

### iii. Refunds

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

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

# (1) Original Customer

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

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

### iv. Loads of Uncertain Duration

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

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

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

### C. General

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

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

# 18. UNDERGROUND ELECTRIC LINES

### A. General

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

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### B. Residential

### i. In Subdivisions

# (1) Distribution Facilities

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

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

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

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

# (2) Service Facilities

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

# ii. Outside of Subdivisions

### (1) Distribution Facilities

The customer located outside of subdivisions shall be required to make a nonrefundable contribution in aid of construction to the Company in an amount equal to the estimated total difference in cost between overhead and underground construction costs.

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# (2) Service Facilities

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

# iii. Mobile Home Parks, Condominiums and Apartment House Complexes

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

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

### C. Commercial and Industrial

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

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

i. Distribution facilities - Single-phase – \$ 4.50 per trench foot.

Three-phase – \$3.00 per trench foot.

ii. Transformers - Single-phase – \$ 8.00 per kVA (installed).

Three-phase – \$12.50 per kVA (installed).

iii. Service, as this term is generally understood in the electric utility field, (on

customer's property) - Single-phase – \$ 8.00 per trench foot.

Three-phase – \$12.50 per trench foot.

# D. Plug-in Electric Vehicle (PEV) Charging Equipment

Company sponsored programs to promote PEV charging equipment may provide up to 5 times the total estimated annual revenue (Power Supply and Delivery charges) of the installed service, to apply against the standard overhead and underground construction costs for stand-alone PEV charging equipment installations.

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This does not include non-standard items such as directional bore, push bore, hand dig or placement of conduit except upon Company preference

# E. Special Conditions

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

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

# F. Replacement of Existing Overhead Electric Facilities

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

# 19. TEMPORARY SERVICE

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

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

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### 20. DENIAL OR DISCONTINUANCE OF SERVICE

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

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

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

- (a) The customer does not provide adequate access to the meter during normal business hours or denies access to other Company equipment; or
- (b) The customer does not provide a minimum of 15" on either side and 48" (72" for CT rated) clearance in front of metering and associated equipment as indicated in the Company Meter and Service Guide; or
- (c) The customer does not allow safe egress and regress across the customer's property to access metering and other Company equipment; or
- (d) The meter is located in an inaccessible location such as a basement, fenced area, porch, etc., and the customer denies the Company reasonable access; or
- (e) The customer's equipment falls into disrepair due to aging or abuse and needs to be replaced due to eminent safety considerations; or
- (f) The meter installation does not fall under commonly acceptable installation practices or where conditions at the customer's site change, causing the meter installation to no longer meet acceptable installation guidelines.

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

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

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### 21. VOLTAGES

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

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

<sup>\*</sup> Not available when supplied from 34500/19950 primary distribution systems.

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

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

# 22. SPECIAL SERVICE CHARGES

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

SCHEDULE OF CHARGES	AMOUNT
AMI Opt-out Reconnect during regular business hours.	\$ 98.00
2. AMI Opt-out Reconnect during workday overtime hours and Saturday.	\$ 112.00
3. Reconnect on Sundays or holidays.	\$ 211.00

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

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4.	Meter Dept. trip charge where notification / site visit is provided for the customer at the premises because of access or other issue.	\$ 50.00
5.	Reconnect when disconnect is required to be made from a vault, manhole, or service box.	\$ 915.00
6.	Reconnect when disconnect is required to be made at pole during regular business hours.	\$122.00
7.	Reconnect when disconnect is required to be made at pole during workday overtime hours and all day Saturday.	\$165.00
8.	Reconnect when disconnect is required to be made at pole on Sunday or holidays	\$306.00
fau	Trip charge for no-power service call when the customer's facilities are clearly at all tor for scheduled work and the customer is not ready when Company is on site d customer was advised of the charge.	\$53.51
	Meter test or change when charge is permitted in accordance with the the nsumer Standards and Billing Practice Rules.	\$49.00
11.	Customer's check returned for nonsufficient funds.	\$20.00

# 23. MISCELLANEOUS CUSTOMER CHARGES

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

# 24. CUSTOMER OWNED EQUIPMENT TROUBLESHOOTING

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

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# 25. TAX ADJUSTMENT AND FRANCHISE FEES

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

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

#### APPLICATION

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

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

# 2. CUSTOMER CHOICE OF ALTERNATIVE ELECTRIC SUPPLIER

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

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

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

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

# 3. CHANGING ALTERNATIVE ELECTRIC SUPPLIERS

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

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

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

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

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

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

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

# 4. CUSTOMER ENROLLMENT PROCESS

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

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

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

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

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

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

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

# 5. CUSTOMER PROTECTIONS

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

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

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

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

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

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

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

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

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

# 6. GENERAL PROVISIONS FOR ALTERNATIVE ELECTRIC SUPPLIERS

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

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

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

## 7. SUPPLIER LICENSING WITH THE COMMISSION

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

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# 8. AES REGISTRATION WITH THE COMPANY

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

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

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

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

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

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

## 9. AES CREDIT REQUIREMENTS

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

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

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

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

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

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

### 10. TRANSMISSION SERVICE

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

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

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

### 11. LOSSES

The AES or the Transmission Provider shall provide, through appropriate arrangements, both transmission and distribution losses as required to serve customers at various delivery voltages. If an AES arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the AES must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.0% additional losses of amounts received by the Transmission Provider for delivery to the customer. Customers served at secondary distribution voltage require 5.0% additional losses of amounts received by the Transmission Provider for delivery to the customer.

## 12. CONSOLIDATED BILLING BY THE COMPANY

Upon request, the Company will offer Company-issued consolidated bills to customers receiving service from an AES upon execution of an appropriate agreement between the AES and the Company. Company-issued consolidated billing will include equal monthly billing as an option. The AES will be (Continued on Sheet No. E-29.00)

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

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

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

### 13. METERING AND LOAD PROFILING

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

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

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

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

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

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

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

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

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

#### 14. PAYMENTS

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

# 15. CONFIDENTIALITY OF INFORMATION

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

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

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# 16. COMPANY'S LIABILITY

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

#### 17. ALTERNATIVE ELECTRIC SUPPLIER'S LIABILITY

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

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

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# SECTION E

# SELF-SUPPLY CAPACITY TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

# 1. APPLICATION

Notwithstanding the Company and Supplier Terms and Conditions of Service located from Sheet No. E-1.00 to E-31.00, these Self-Supply Capacity Terms and Conditions herein are applicable to any customer that has chosen to take service from an Alternative Electric Supplier (AES) that self-supplies capacity needed to serve their customers within the I&M service area in Michigan.

Beginning with the 2022/2023 Base Residual Auction (BRA) for the PJM Capacity Market, commonly known as the Reliability Pricing Model (RPM), I&M will allow AES to self-supply capacity for customers who are active Michigan Choice participants. As I&M is currently self-supplying its Capacity Obligation via the Fixed Resource Requirement (FRR) alternative in RPM all self-supplied MWs provided will be included in I&M's FRR Capacity plan.

### 2. CUSTOMER CHOICE OF ALTERNATIVE ELECTRIC SUPPLIER

Customers taking service under the Company's Terms and Conditions of Open Access Distribution Service may elect self-supply capacity services from a qualified Alternative Electric Supplier (AES) offering such service. Such services are allowed under the provisions of Open Access Distribution Service to the extent permitted by law and according to the terms and conditions of service as described herein. A customer is permitted to choose energy-only services from an AES according to the Open Access Distribution Terms and Conditions of Service located within Sheet No. E-1.00 to E-31.00.

# 3. SELF-SUPPLY CAPACITY COMMITMENTS BY ALTERNATIVE ELECTRIC SUPPLIER

Self-supply capacity commitments will be made prior to the deadlines established below for each Delivery years FRR submittal deadline for the BRA. Self-supply commitments will be subject to Capacity Performance and other PJM requirements.

For the following BRA's 2022/2023, 2023/2024, 2024/2025 and 2025/2026 which are expected to have compacted schedules due to the FERC Minimum Offer Price Rule (MOPR) Order, all required data necessary for I&M to satisfy its FRR submission to PJM must be supplied by the AES to I&M 60 days prior to the date scheduled by PJM for the FRR plan submittal on the RPM website. I&M is not responsible if an AES misses any deadline and a grace period will not be permitted.

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Beginning with the 2026/2027 planning year, all required data must be supplied by the AES 45 days prior to the date scheduled by PJM for the FRR plan submittal on the RPM website. I&M is not responsible if an AES misses any deadline and a grace period will not be permitted.

If I&M determines that it will forgo the FRR alternative for any Delivery year, AES will be notified in writing within 3 business days of formally notifying PJM of its decision.

No adjustments or revisions of resources will be permitted after the BRA self-supply commitment is made by an AES other than finalization of the resources' Equivalent demand Forced Outage rate (EFORd) or Capacity Factor (for Wind or Solar resources) to determine final UCAP MWs. Up to five business days prior to the delivery year, substitutions of resources that meet PJM requirements and these terms can be made by an AES after the BRA self-supply commitment is made by the AES. Intra-delivery year substitutions of resources are not permitted.

AES Capacity Resource Amount delivered shall be committed exclusively to I&M for the delivery of Capacity during the applicable Delivery Year and shall not be committed, obligated, or operated in any manner such that it is not available to meet the Capacity Resource Amount to be delivered to I&M during the Delivery Year.

### 4. CUSTOMER CREDITS FOR SELF-SUPPLY CAPACITY

Customers represented by an AES who self-supply will receive a credit rate equal to I&M's power supply capacity rate. The credits issued for self-supplied capacity will be direct assigned to Michigan and recoverable as a Power Supply Cost Recovery (PSCR) cost.

# 5. INSUFFICIENT SUPPLY OF ALTERNATIVE ENERGY SUPPLIER CAPACITY COMMITTMENTS

If an AES has not provided sufficient capacity to fully cover its customers total capacity needs, the AES will notify the Company within 3 business days of which customer(s) capacity was not self-supplied. Partial self-supply coverage of individual Choice customers will not be permitted. The full customer obligation will be charged by I&M at approved tariff rates.

### 6. OVERSUPPLY OF ALTERNATIVE ENERGY SUPPLIER CAPACITY COMMITMENTS

If an AES oversupplies capacity above its final obligation, I&M will purchase the AES's oversupplied amount up to 10% of the AES's original capacity commitment at 90% of the applicable Base Residual Clearing Price on a monthly basis. Any capacity supplied above the 10% cap will not be purchased or returned.

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# 7. ACCEPTABLE RESOURCES TO COVER CAPACITY COMMITTMENTS

If the AEP Zone is designated by PJM as potentially constraining in PJM's Parameter Planning process for the applicable planning period, I&M will only accept resources for self-supply within the AEP Zone for the applicable planning period.

Demand Response (DR) or Energy Efficiency (EE) resources will be acceptable resources to cover AES Capacity Obligations, however, Price Responsive Demand (PRD) will not be acceptable. The AES must be a recognized PJM Curtailment Service Provider (CSP) and retain full DR CSP operational responsibility for self-supplied customers.

Facilitated matches of seasonal resources are not permitted.

Contracted matches of seasonal resources are permitted if the term of the contract includes the applicable capacity year in full. Partial delivery year contracts are not permitted.

I&M reserves the right to make changes to this agreement to ensure qualification of AES supplied resources in PJM's Capacity Market.

# 8. NON-PERFORMANCE CHARGES

Any and all non-performance charges of AES supplied resources are the responsibility of the AES and will be settled financially, at the prevailing RPM non-performance charge rate for applicable delivery year and LDA, unless I&M has chosen the physical non-performance assessment option. In the event I&M has chosen the physical non-performance option, the AES may supply in-kind capacity, subject to I&M's credit department review, for the performance shortfall provided that the AES participates in the following planning year as an AES and provides required notice as described below. If the AES no longer participates as an AES in the following planning year, the AES will only be allowed to settle financially regardless of I&M's non-performance assessment option selection

All performance commitments made by AES are the responsibility of the AES and I&M will be held financially harmless for any and all non-performance charges incurred due to the AES' failure to perform.

If a Performance Assessment Interval (PAI) is initiated, the AES will provide all PAI related data no later than three business days after the event date.

Performance assurance, calculated by I&M's credit department, must be provided prior to participation in the program. Performance Assurance may include an investment grade parent company guarantee, letter of credit or cash.

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# 9. CAPACITY SELF-SUPPLY NOTIFICATIONS

For BRAs for Delivery years 2023/2024 through 2025/2026, nine months notifications of intent to no longer self-supply capacity would be required prior to the applicable BRA. Starting with Delivery year 2026/2027, the AES must provide a one year notification before the next BRA of intent to no longer self-supply capacity.

I&M will act in good faith to notify the Michigan Public Service Commission and AES's who are self-supplying capacity for I&M customers of any change in PJM rules or regulations, or Michigan state rules or regulations that have a material impact on and necessitate a change to the terms and conditions of capacity self-supply and/or the FRR option within 60 days of such change.

# 10. EXTENSION OF SERVICE FOR CAPACITY SELF-SUPPLY OAD CUSTOMERS

Except for contributions in aid of construction for underground service made under the provisions of Section E Company Terms and Conditions of Open Access Distribution Service, Item 18 C, the Company will finance the construction cost necessary to extend its facilities to serve new or upgraded facilities for commercial or industrial customers choosing the capacity self-supply option, when such investment does not exceed two times the annual delivery charge revenue anticipated to be collected from customers initially served by the extension.

When the estimated cost of construction of such facilities exceeds the Company's maximum initial investment as defined in above, the applicant or customer, shall be required to make a deposit in the entire amount of such excess construction costs prior to the commencement of construction to serve the new or upgraded customer load.

### 11. RETURN TO STANDARD SERVICE

A customer taking self-supply capacity services from an AES may contact the Company and request to return to the Company's Standard Service subject to all Terms and Conditions regarding customers return to the Company's Standard Service. In addition, the customer shall be subject to the following additional requirements.

For any initial, partial PJM Planning Year and the ensuing three full PJM Planning Years following the customers return to Company's Standard Service, the customer will pay the Company for the incremental cost of capacity acquired to serve that customer, if such cost is higher than the revenue collected from that customer under the Company's power supply capacity charges for the period the capacity was required.

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The incremental cost of capacity shall include the cost of any capacity purchases made, any capacity sales terminated, any capacity deficiency charges incurred, and any capacity penalties incurred as a result of the Company having to provide capacity for the customer's load. The Company may seek recovery of the portion of any incremental costs not paid by the customer in subsequent PSCR reconciliation filings.

Section E, Company Terms and Conditions of Open Access Distribution, Item 17 B iii and iv, apply except as modified above.

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