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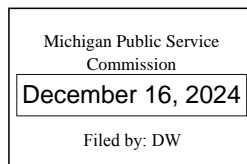
**SECTION D**

**GENERAL TERMS AND CONDITIONS OF THE RATE SCHEDULES**

- A. The Company will advise the customer in the selection of the applicable rate which will provide the lowest cost of service, based on the information at hand, but the responsibility for selection rests with the customer. After a customer has selected a rate, he is not permitted to change to another rate until 12 months have elapsed. A customer will not be permitted to evade this rule by temporarily terminating his service.
- B. Bills for service will be due 21 days after the date of issuance of the bill, except for those customers receiving summary billing service. Those summary bills must be paid in full within 15 calendar days after their rendition. Bills unpaid after the last due date will be handled in accordance with the Electric Service Rules and Regulations of the Company
- C. The Company is operating under franchises granted by various municipalities in which it is furnishing electric service. No special rates are contemplated in any of these franchises.
- D. The Company is not obliged to provide service facilities for any customer which are substantially in excess of those required for the customer's regular use of service.
- E. The terms and conditions under which electric service will be provided by the Company are set forth in the Electric Service Rules of Upper Michigan Energy Resources Corporation as filed with the Michigan Public Service Commission.

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Issued December 13, 2024  
T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin



Effective for service rendered on and  
after January 1, 2025

Issued under authority of the  
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dated October 10, 2024  
in Case No. U-21541

*Reserved for Future Use*

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T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin

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<b>December 16, 2024</b>
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## POWER SUPPLY COST RECOVERY

### PSCR FACTORS

All rates for metered electric service shall include an amount up to the Adjusted Maximum Power Supply Cost Recovery (PSCR) Factor for the specified billing period as set forth below. The Maximum PSCR Factor includes an increase or decrease of 0.010391 mills per kWh for each full 0.01 mill increase or decrease in the projected annual power supply costs above or below a cost base of 54.95 mills per kWh, rounded to the nearest one-hundredth of a mill per kWh or 57.10 mills per kWh. The projected power supply costs per kWh shall equal the total projected annual net power cost divided by the projected annual net system energy requirements. Net system energy requirements shall be the sum of net generation and net purchased and interchange power. An amount not exceeding the Adjusted Maximum PSCR Factor for each month shall be placed into effect in the first billing cycle of that month and shall continue in effect until the first billing cycle of a subsequent month for which a subsequent PSCR Factor becomes operative.

The PSCR Factor shall be applicable to all Power Supply charges for the following Rate Schedules:

<u>Class of Service</u>	<u>Rate Schedule No.</u>
Residential	Rg1, Rg2, Rg-1M and Rg-OTOU-1M
General Secondary	Cg1, Cg2, Cg3, Cg3C, Cg5, TssM, TssU, Cg-1M, Cg-3M, Cg-OTOU-1M, Mp-1M
General Primary	Cp1, Cp2, Cp3, Cp4, Schedule A, CpLC and Cp-1M
Lighting	Ms2, Ms3, GL1, LED1, Ls-1M
Other	Mg1, Ds1
ERER 1, ERER 3	
100% Renewable power	No adjustment for PSCR
50% Renewable power	PSCR factor applicable to rate schedule customer is served under applied to 50% of the kWh for the billing period.
25% Renewable power	PSCR factor applicable to rate schedule customer is served under applied to 75% of the kWh for the billing period.
ERER 2	
Kilowatt-hour in excess of nominated block	PSCR factor applicable to rate schedule customer is served under.
Customer Generating System	CGS Category 1, CGS Category 2, CGS Biogas and DG-1

### Power Supply Cost Recovery Factors

Billing Month	2025 Plan Year PSCR Factor \$/kWh	Prior Period Reconciliation Factor \$/kWh	Maximum 2025 PSCR Factor \$/kWh	Adjusted Maximum 2025 PSCR Factor \$/kWh	Actual Factor Billed \$/kWh
Jan 2025	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Feb 2025	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Mar 2025	\$0.00000	\$0.00000	\$0.00000	(\$0.00174)	(\$0.00174)
Apr 2025	\$0.00000	\$0.00000	\$0.00000	(\$0.00174)	(\$0.00174)
May 2025	\$0.00000	\$0.00000	\$0.00000	(\$0.00174)	(\$0.00174)
Jun 2025	\$0.00000	\$0.00000	\$0.00000	(\$0.01650)	(\$0.01650)
Jul 2025	\$0.00000	\$0.00000	\$0.00000	<b>(\$0.02050)</b>	<b>(\$0.02050)</b>
Aug 2025	\$0.00000	\$0.00000	\$0.00000		
Sep 2025	\$0.00000	\$0.00000	\$0.00000		
Oct 2025	\$0.00000	\$0.00000	\$0.00000		
Nov 2025	\$0.00000	\$0.00000	\$0.00000		
Dec 2025	\$0.00000	\$0.00000	\$0.00000		

Parentheses indicate a credit factor. Should the Company apply lesser factors than those above or if the factors are later revised pursuant to commission orders or 1982 PA 304, the Company will notify the commission if necessary and file a revision of the above list. The Maximum PSCR Factor is subject to adjustment as shown on Sheet No. D-3.01

(Continued on Sheet No. D-4.00)

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**POWER SUPPLY COST RECOVERY**  
(Continued from Sheet No. D-3.00)

**ADJUSTED MAXIMUM PSCR FACTORS**

The Maximum PSCR Factor is subject to adjustment. The Adjusted Maximum PSCR Factor is calculated based upon changes to the PSCR Plan's forecasted NYMEX Price for the specified billing period as set forth in the table below. The Adjusted Maximum PSCR Factors are the maximum PSCR Factors the Company may charge. The actual PSCR factor charged in any month may be less than the Adjusted Maximum PSCR Factor.

No less than fifteen days before the beginning of each month, the Company shall file with the Michigan Public Service Commission a worksheet reflective of the calculation below and an updated tariff sheet reflecting the adjustment.

**ADJUSTMENT MECHANISM (SAMPLE)**

Base PSCR Factor from Plan \$/MWh	<b><i>\$0.00</i></b>
Jan-Dec NYMEX Average Forecast \$/Dth (X)	<b><i>\$3.25</i></b>
Jan-Dec NYMEX Average from Plan \$/Dth (X <sub>plan</sub> )	<b><i>\$3.44</i></b>
Difference	<b><i>(\$0.19)</i></b>
Adjusted Maximum PSCR Factor \$/kWh	<b><i>\$0.00000</i></b>

**2025 NYMEX Increase**

<u>Greater than or</u> <u>Equal to</u>	<u>But less</u> <u>than</u>	<u>Adjusted Maximum PSCR</u> <u>Factor (\$/kWh)</u>	<u>Greater than</u> <u>or Equal to</u>	<u>But less than</u>	<u>Adjusted Maximum PSCR</u> <u>Factor (\$/kWh)</u>
\$0.00	\$0.25	<b><i>\$0.00000</i></b>	\$2.50	\$2.75	<b><i>\$0.00400</i></b>
\$0.25	\$0.50	<b><i>\$0.00040</i></b>	\$2.75	\$3.00	<b><i>\$0.00440</i></b>
\$0.50	\$0.75	<b><i>\$0.00080</i></b>	\$3.00	\$3.25	<b><i>\$0.00480</i></b>
\$0.75	\$1.00	<b><i>\$0.00120</i></b>	\$3.25	\$3.50	<b><i>\$0.00520</i></b>
\$1.00	\$1.25	<b><i>\$0.00160</i></b>	\$3.50	\$3.75	<b><i>\$0.00560</i></b>
\$1.25	\$1.50	<b><i>\$0.00200</i></b>	\$3.75	\$4.00	<b><i>\$0.00600</i></b>
\$1.50	\$1.75	<b><i>\$0.00240</i></b>	\$4.00	\$4.25	<b><i>\$0.00640</i></b>
\$1.75	\$2.00	<b><i>\$0.00280</i></b>	\$4.25	\$4.50	<b><i>\$0.00680</i></b>
\$2.00	\$2.25	<b><i>\$0.00320</i></b>	\$4.50	\$4.75	<b><i>\$0.00720</i></b>
\$2.25	\$2.50	<b><i>\$0.00360</i></b>	\$4.75	\$5.00	<b><i>\$0.00760</i></b>
				>\$5.00	<b><i>\$0.00800</i></b>

**DEFINITIONS:**

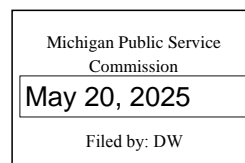
NYMEX Increase = (X – X<sub>plan</sub>)

X = the average NYMEX price (\$/Dth) for the remaining months of the PSCR plan year averaged over the first five trading days of the month prior to implementation of the proposed PSCR factor.

X<sub>plan</sub> = NYMEX average price for the remaining months of the PSCR plan as incorporated into the current year PSCR Plan.

(Continued on Sheet No. D-4.00)

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T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin



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**POWER SUPPLY COST RECOVERY**  
**(Continued From Sheet No. D-3.01)**

**ANNUAL RECONCILIATION**

All power supply revenues received by the Company, whether included in base rates or collected pursuant to a PSRC clause, shall be subject to annual reconciliation with the cost of power supply. Such annual reconciliations shall be conducted in accordance with the reconciliation procedures described in section 6j (12) to (18) of 1939 PA 304, as amended, including the provisions for refunds, additional charges, deferral and recovery, and shall include consideration by the commission of the reasonableness and prudence of expenditures charged pursuant to any PSRC clause in existence during the period being reconciled.

**MONTHLY REPORTS**

Not more than 45 days following the last day of each month in which a PSRC Factor has been applied to customer's bills, the Company shall file with the commission a detailed statement for that month of the revenues recorded pursuant to the PSRC Factor and the allowance for cost of power supply included in the base rates established in the latest commission order for the Company and the cost of power supply.

**PREVIOUS YEAR (2024) PSRC FACTORS (WEPCo Rate Zone)**

	<i>2024</i>	<i>Prior Period</i>		<i>Adjusted</i>	<i>Actual</i>
Billing	Plan Year	PSRC	Maximum	Maximum	Factor
Month	PSRC Factor	Reconciliation	2024 PSRC	2024 PSRC	Billed
	<u>\$/kWh</u>	<u>Factor \$/kWh</u>	<u>Factor \$/kWh</u>	<u>Factor \$/kWh</u>	<u>\$/kWh</u>
Jan 2024	\$0.00755	\$0.00000	\$0.00755	\$0.00755	\$0.00755
Feb 2024	\$0.00755	\$0.00000	\$0.00755	\$0.00755	\$0.00755
Mar 2024	\$0.00755	\$0.00000	\$0.00755	\$0.00755	\$0.00755
Apr 2024	\$0.00755	\$0.00000	\$0.00755	\$0.00250	\$0.00755
May 2024	\$0.00755	\$0.00000	\$0.00755	(\$0.00050)	(\$0.00050)
Jun 2024	\$0.00755	\$0.00000	\$0.00755	(\$0.00475)	(\$0.00475)
Jul 2024	\$0.00755	\$0.00000	\$0.00755	(\$0.00825)	(\$0.00825)
Aug 2024	\$0.00755	\$0.00000	\$0.00755	(\$0.01040)	(\$0.01040)
Sep 2024	\$0.00755	\$0.00000	\$0.00755	(\$0.01350)	(\$0.01350)
Oct 2024	\$0.00755	\$0.00000	\$0.00755	(\$0.02000)	(\$0.02000)
Nov 2024	\$0.00755	\$0.00000	\$0.00755	(\$0.01300)	(\$0.01300)
Dec 2024	\$0.00755	\$0.00000	\$0.00755	(\$0.01742)	(\$0.01742)

**PREVIOUS YEAR (2024) PSRC FACTORS (WPS Rate Zone)**

	<i>2024</i>	<i>Prior Period</i>		<i>Adjusted</i>	<i>Actual</i>
Billing	Plan Year	PSRC	Maximum	Maximum	Factor
Month	PSRC Factor	Reconciliation	2024 PSRC	2024 PSRC	Billed
	<u>\$/kWh</u>	<u>Factor \$/kWh</u>	<u>Factor \$/kWh</u>	<u>Factor \$/kWh</u>	<u>\$/kWh</u>
Jan 2024	\$0.01186	\$0.00000	\$0.01186	\$0.01186	\$0.01186
Feb 2024	\$0.01186	\$0.00000	\$0.01186	\$0.01186	\$0.01186
Mar 2024	\$0.01186	\$0.00000	\$0.01186	\$0.01186	\$0.01186
Apr 2024	\$0.01186	\$0.00000	\$0.01186	\$0.00675	\$0.00675
May 2024	\$0.01186	\$0.00000	\$0.01186	\$0.00295	\$0.00295
Jun 2024	\$0.01186	\$0.00000	\$0.01186	(\$0.00160)	(\$0.00160)
Jul 2024	\$0.01186	\$0.00000	\$0.01186	(\$0.00510)	(\$0.00510)
Aug 2024	\$0.01186	\$0.00000	\$0.01186	(\$0.00700)	(\$0.00700)
Sep 2024	\$0.01186	\$0.00000	\$0.01186	(\$0.01000)	(\$0.01000)
Oct 2024	\$0.01186	\$0.00000	\$0.01186	(\$0.01400)	(\$0.01400)
Nov 2024	\$0.01186	\$0.00000	\$0.01186	(\$0.00800)	(\$0.00800)
Dec 2024	\$0.01186	\$0.00000	\$0.01186	(\$0.01377)	(\$0.01377)

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Vice-President,  
Milwaukee, Wisconsin

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Commission  
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### ENERGY WASTE REDUCTION (EWR) SURCHARGE

RESIDENTIAL RATE SCHEDULES Customers on the Rg1, Rg2, **Rg-1M** and **Rg-OTOU-1M** rate schedules shall receive a Delivery/distribution EWR Surcharge per kWh, as indicated below:

<u>RATE SCHEDULE</u>	<u>EWR Rate, per kWh</u>	+	<u>Distribution Charge per kWh</u>	=	<u>TOTAL Distribution Charge per kWh</u>
Rg1	<b>0.00323</b>	+	<b>0.05314</b>	=	<b>0.05637</b>
<b>Rg-1M</b>	<b>0.00290</b>	+	<b>0.05282</b>	=	<b>0.05572</b>
<u>RATE SCHEDULE</u>	<u>EWR Rate, per kWh</u>	+	<u>Distribution &amp; Power Supply Charge per kWh</u>	=	<u>TOTAL Distribution &amp; Power Supply Charge per kWh</u>
Rg2: On-peak	<b>0.00323</b>	+	<b>0.35206</b>	=	<b>0.35529</b>
Rg2: Off-peak	<b>0.00323</b>	+	<b>0.07395</b>	=	<b>0.07718</b>
<b>Rg-OTOU-1M (on)</b>	<b>0.00290</b>	+	<b>0.10355</b>	=	<b>0.10645</b>
<b>Rg-OTOU-1M (off)</b>	<b>0.00290</b>	+	<b>0.02589</b>	=	<b>0.02879</b>

### GENERAL SECONDARY RATE SCHEDULES

Customers on the following rate schedules shall receive a Delivery/distribution EWR Surcharge per meter, per day, as indicated below. Company assumes one meter per service point for EWR Surcharge.

<u>RATE SCHEDULE</u>	<u>Customers without Self-Directed Plan</u> <u>EWR Rate, per day, per meter</u>	<u>OR</u>	<u>Customers with Self-Directed Plan</u> <u>EWR Rate, per day, per meter</u>	+	<u>Fixed Charge, per day, per standard meter or service connection</u>	=	<u>Customers without Self-Directed Plan</u> <u>TOTAL Fixed Charge per day, per standard meter or service connection</u>	<u>OR</u>	<u>Customers with Self-Directed Plan</u> <u>TOTAL Fixed Charge per day, per standard meter or service connection</u>
Cg1: single-phase	<b>0.20275</b>	<b>OR</b>	<b>0.02158</b>	+	0.49315	=	<b>0.69590</b>	<b>OR</b>	<b>0.51473</b>
Cg1: three-phase	<b>0.20275</b>	<b>OR</b>	<b>0.02158</b>	+	0.96986	=	<b>1.17261</b>	<b>OR</b>	<b>0.99144</b>
Cg2: single-phase	<b>0.43753</b>	<b>OR</b>	<b>0.02483</b>	+	0.49315	=	<b>0.93068</b>	<b>OR</b>	<b>0.51798</b>
Cg2: three-phase	<b>0.43753</b>	<b>OR</b>	<b>0.02483</b>	+	0.96986	=	<b>1.40739</b>	<b>OR</b>	<b>0.99469</b>
Cg3	<b>3.06081</b>	<b>OR</b>	<b>0.32941</b>	+	2.79452	=	<b>5.85533</b>	<b>OR</b>	<b>3.12393</b>
Cg3C	<b>3.06081</b>	<b>OR</b>	<b>0.32941</b>	+	2.79452	=	<b>5.85533</b>	<b>OR</b>	<b>3.12393</b>
Cg5: single-phase	<b>0.40632</b>	<b>OR</b>	<b>0.04212</b>	+	0.49315	=	<b>0.89947</b>	<b>OR</b>	<b>0.53527</b>
Cg5: three-phase	<b>0.40632</b>	<b>OR</b>	<b>0.04212</b>	+	0.96986	=	<b>1.37618</b>	<b>OR</b>	<b>1.01198</b>
TssM: single-phase	<b>0.20275</b>	<b>OR</b>	<b>0.02158</b>	+	0.49315	=	<b>0.69590</b>	<b>OR</b>	<b>0.51473</b>
TssM: three-phase	<b>0.20275</b>	<b>OR</b>	<b>0.02158</b>	+	0.96986	=	<b>1.17261</b>	<b>OR</b>	<b>0.99144</b>
TssU	<b>0.20275</b>	<b>OR</b>	<b>0.02158</b>	+	0.12000	=	<b>0.32275</b>	<b>OR</b>	<b>0.14158</b>
<b>Cg-1M</b>	<b>0.10850</b>	<b>OR</b>	<b>0.01360</b>	+	<b>0.82190</b>	=	<b>0.93040</b>	<b>OR</b>	<b>0.83550</b>
<b>Cg-1M Seasonal</b>	<b>0.21700</b>	<b>OR</b>	<b>0.02720</b>	+	<b>1.64380</b>	=	<b>1.86080</b>	<b>OR</b>	<b>1.67100</b>
<b>Cg-OTOU-1M</b>	<b>0.10850</b>	<b>OR</b>	<b>0.01360</b>	+	<b>0.82190</b>	=	<b>0.93040</b>	<b>OR</b>	<b>0.83550</b>
<b>Cg-OTOU Seasonal</b>	<b>0.21700</b>	<b>OR</b>	<b>0.02720</b>	+	<b>1.64380</b>	=	<b>1.86080</b>	<b>OR</b>	<b>1.67100</b>
<b>Cg-3M</b>	<b>1.47310</b>	<b>OR</b>	<b>0.19780</b>	+	<b>1.31510</b>	=	<b>2.78820</b>	<b>OR</b>	<b>1.51290</b>
<b>Cg-3M Seasonal</b>	<b>2.94620</b>	<b>OR</b>	<b>0.39560</b>	+	<b>2.63010</b>	=	<b>5.57630</b>	<b>OR</b>	<b>3.02570</b>
<b>Cg-3M – option</b>	<b>1.47310</b>	<b>OR</b>	<b>0.19780</b>	+	<b>8.38360</b>	=	<b>9.85670</b>	<b>OR</b>	<b>8.58140</b>
<b>Cg-3M Seas - opt</b>	<b>2.94620</b>	<b>OR</b>	<b>0.39560</b>	+	<b>16.76710</b>	=	<b>19.71330</b>	<b>OR</b>	<b>17.16270</b>
<b>Mp-1M</b>	<b>1.47310</b>	<b>OR</b>	<b>0.19780</b>	+	<b>1.31510</b>	=	<b>2.78820</b>	<b>OR</b>	<b>1.51290</b>

(Continued on Sheet No. D-6.00)

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**ENERGY WASTE REDUCTION (EWR) SURCHARGE**  
(Continued From Sheet No. D-5.00)

GENERAL PRIMARY RATE SCHEDULES

Customers on the following rate schedules shall receive a Delivery/distribution EWR Surcharge per meter, per day, as indicated below. Company assumes one meter per service point for EWR Surcharge.

	<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>				<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>
<u>RATE SCHEDULE</u>	<u>EWR Rate, per day, per meter</u>	<b>OR</b>	<u>EWR Rate, per day, per meter</u>	+	<u>Fixed Charge, all primary service voltages, per day</u>	=	<u>TOTAL Fixed Charge per day, per meter</u>	<b>OR</b>	<u>TOTAL Fixed Charge per day, per meter</u>
Cp1	<b>12.85541</b>	<b>OR</b>	<b>1.35062</b>	+	20.21918	=	<b>33.07459</b>	<b>OR</b>	<b>21.56980</b>
Cp2	<b>205.76939</b>	<b>OR</b>	<b>10.94847</b>	+	20.21918	=	<b>225.98857</b>	<b>OR</b>	<b>31.16765</b>
Cp3	<b>205.76939</b>	<b>OR</b>	<b>10.94847</b>	+	20.21918	=	<b>225.98857</b>	<b>OR</b>	<b>31.16765</b>
Cp4	<b>205.76939</b>	<b>OR</b>	<b>10.94847</b>	+	20.21918	=	<b>225.98857</b>	<b>OR</b>	<b>31.16765</b>
CpLC	<b>4,104.40470</b>	<b>OR</b>	<b>481.03788</b>	+	20.21918	=	<b>4,124.62388</b>	<b>OR</b>	<b>501.25706</b>
<i>Cp-1M (Secondary)</i>	<b>2.55850</b>	<b>OR</b>	<b>0.25370</b>	+	<b>4.66850</b>	=	<b>7.22700</b>	<b>OR</b>	<b>4.92220</b>
<i>Cp-1M (Primary)</i>	<b>2.55850</b>	<b>OR</b>	<b>0.25370</b>	+	<b>22.12600</b>	=	<b>24.68450</b>	<b>OR</b>	<b>22.37970</b>
<i>Cp-1M (Transmission) &lt;10MW</i>	<b>99.34710</b>	<b>OR</b>	<b>6.57340</b>	+	<b>32.54790</b>	=	<b>131.89500</b>	<b>OR</b>	<b>39.12130</b>
<i>Cp-1M (Transmission) &gt;10MW</i>	<b>383.89450</b>	<b>OR</b>	<b>44.27000</b>	+	<b>32.54790</b>	=	<b>416.44240</b>	<b>OR</b>	<b>76.81790</b>

	<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>
<u>RATE SCHEDULE</u>	<u>EWR Rate, per day, per meter</u>	<b>OR</b>	<u>EWR Rate, per day, per meter</u>
<i>Schedule A</i>	<b>23.60464</b>	<b>OR</b>	<b>2.10802</b>
<i>Special Contract</i>			
(U-18224)	<b>4,104.40470</b>	<b>OR</b>	<b>481.03788</b>
(U-16967)	<b>21.46670</b>	<b>OR</b>	<b>1.75886</b>

(Continued on Sheet No. D-6.01)

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**ENERGY WASTE REDUCTION (EWR) SURCHARGE (Continued From Sheet No. D-6.00)**

**LIGHTING RATE SCHEDULES**

Customers on the following rate schedules shall receive a Delivery/distribution EWR Surcharge per lamp, per month, as indicated below.

<u>RATE SCHEDULE</u>	<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>				<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>
	<u>EWR Rate, per month, per lamp</u>	<b>OR</b>	<u>EWR Rate, per month, per lamp</u>	+	<u>Non-Capacity monthly charge per lighting unit</u>	=	<u>TOTAL Non-Capacity monthly charge, per lighting unit</u>	<b>OR</b>	<u>TOTAL Non-Capacity monthly charge, per lighting unit</u>
<b>GL1</b>									
70: Sodium Standard	<b>0.41</b>	<b>OR</b>	0.04	+	<b>10.97</b>	=	<b>11.38</b>	<b>OR</b>	<b>11.01</b>
100: Sodium Standard	<b>0.41</b>	<b>OR</b>	0.04	+	<b>13.07</b>	=	<b>13.48</b>	<b>OR</b>	<b>13.11</b>
100: Sodium Flood	<b>0.41</b>	<b>OR</b>	0.04	+	<b>15.17</b>	=	<b>15.58</b>	<b>OR</b>	<b>15.21</b>
150: Sodium Standard	<b>0.41</b>	<b>OR</b>	0.04	+	<b>15.52</b>	=	<b>15.93</b>	<b>OR</b>	<b>15.56</b>
175: Metal Halide Standard	<b>0.41</b>	<b>OR</b>	0.04	+	<b>18.49</b>	=	<b>18.90</b>	<b>OR</b>	<b>18.53</b>
200: Sodium Standard	<b>0.41</b>	<b>OR</b>	0.04	+	<b>18.38</b>	=	<b>18.79</b>	<b>OR</b>	<b>18.42</b>
200: Sodium Flood	<b>0.41</b>	<b>OR</b>	0.04	+	<b>20.33</b>	=	<b>20.74</b>	<b>OR</b>	<b>20.37</b>
250: Sodium Standard	<b>0.41</b>	<b>OR</b>	0.04	+	<b>21.12</b>	=	<b>21.53</b>	<b>OR</b>	<b>21.16</b>
250: Metal Halide Flood	<b>0.41</b>	<b>OR</b>	0.04	+	<b>23.87</b>	=	<b>24.28</b>	<b>OR</b>	<b>23.91</b>
250: Metal Halide Standard	<b>0.41</b>	<b>OR</b>	0.04	+	<b>22.95</b>	=	<b>23.36</b>	<b>OR</b>	<b>22.99</b>
400: Sodium Standard	<b>0.41</b>	<b>OR</b>	0.04	+	<b>28.63</b>	=	<b>29.04</b>	<b>OR</b>	<b>28.67</b>
400: Sodium Flood	<b>0.41</b>	<b>OR</b>	0.04	+	<b>30.27</b>	=	<b>30.68</b>	<b>OR</b>	<b>30.31</b>
400: Metal Halide Flood	<b>0.41</b>	<b>OR</b>	0.04	+	<b>30.98</b>	=	<b>31.39</b>	<b>OR</b>	<b>31.02</b>
400: Metal Halide Standard	<b>0.41</b>	<b>OR</b>	0.04	+	<b>29.30</b>	=	<b>29.71</b>	<b>OR</b>	<b>29.34</b>
<b>Ms2</b>									
50: Sodium	<b>0.39</b>	<b>OR</b>	0.03	+	<b>9.17</b>	=	<b>9.56</b>	<b>OR</b>	<b>9.20</b>
70: Sodium	<b>0.39</b>	<b>OR</b>	0.03	+	<b>11.22</b>	=	<b>11.61</b>	<b>OR</b>	<b>11.25</b>
100: Sodium	<b>0.39</b>	<b>OR</b>	0.03	+	<b>13.37</b>	=	<b>13.76</b>	<b>OR</b>	<b>13.40</b>
150: Sodium	<b>0.39</b>	<b>OR</b>	0.03	+	<b>15.88</b>	=	<b>16.27</b>	<b>OR</b>	<b>15.91</b>
175: Metal Halide	<b>0.39</b>	<b>OR</b>	0.03	+	<b>18.91</b>	=	<b>19.30</b>	<b>OR</b>	<b>18.94</b>
200: Sodium	<b>0.39</b>	<b>OR</b>	0.03	+	<b>18.80</b>	=	<b>19.19</b>	<b>OR</b>	<b>18.83</b>
250: Sodium	<b>0.39</b>	<b>OR</b>	0.03	+	<b>21.60</b>	=	<b>21.99</b>	<b>OR</b>	<b>21.63</b>
250: Metal Halide	<b>0.39</b>	<b>OR</b>	0.03	+	<b>23.47</b>	=	<b>23.86</b>	<b>OR</b>	<b>23.50</b>
400: Sodium	<b>0.39</b>	<b>OR</b>	0.03	+	<b>29.27</b>	=	<b>29.66</b>	<b>OR</b>	<b>29.30</b>
400: Metal Halide	<b>0.39</b>	<b>OR</b>	0.03	+	<b>29.97</b>	=	<b>30.36</b>	<b>OR</b>	<b>30.00</b>
<b>Ms3</b>									
50	<b>0.48</b>	<b>OR</b>	0.05	+	<b>3.06</b>	=	<b>3.54</b>	<b>OR</b>	<b>3.11</b>
70	<b>0.48</b>	<b>OR</b>	0.05	+	<b>4.48</b>	=	<b>4.96</b>	<b>OR</b>	<b>4.53</b>
100	<b>0.48</b>	<b>OR</b>	0.05	+	<b>6.95</b>	=	<b>7.43</b>	<b>OR</b>	<b>7.00</b>
150	<b>0.48</b>	<b>OR</b>	0.05	+	<b>9.85</b>	=	<b>10.33</b>	<b>OR</b>	<b>9.90</b>
175	<b>0.48</b>	<b>OR</b>	0.05	+	<b>11.16</b>	=	<b>11.64</b>	<b>OR</b>	<b>11.21</b>
200	<b>0.48</b>	<b>OR</b>	0.05	+	<b>13.05</b>	=	<b>13.53</b>	<b>OR</b>	<b>13.10</b>
250	<b>0.48</b>	<b>OR</b>	0.05	+	<b>16.23</b>	=	<b>16.71</b>	<b>OR</b>	<b>16.28</b>
400	<b>0.48</b>	<b>OR</b>	0.05	+	<b>25.07</b>	=	<b>25.55</b>	<b>OR</b>	<b>25.12</b>
1000	<b>0.48</b>	<b>OR</b>	0.05	+	<b>58.40</b>	=	<b>58.88</b>	<b>OR</b>	<b>58.45</b>

(Continued on Sheet No. D-6.02)

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**ENERGY WASTE REDUCTION (EWR) SURCHARGE**  
(Continued From Sheet No. D-6.01)

**LIGHTING RATE SCHEDULES (cont.)**

Customers on the following rate schedules shall receive a Delivery/distribution EWR Surcharge per lamp, per month, as indicated below.

<b><u>RATE SCHEDULE</u></b>	<b><u>Customers without Self- Directed Plan EWR Rate, per month, per lamp</u></b>		<b><u>Customers with Self- Directed Plan EWR Rate, per month, per lamp</u></b>				<b><u>Customers without Self- Directed Plan TOTAL Rate per month, per lamp</u></b>		<b><u>Customers with Self- Directed Plan TOTAL Rate per month, per lamp</u></b>
<b><u>Ls-1M (Company) Full Requirements</u></b>									
<b><u>Cobra Head</u></b>									
100: Sodium Vapor	0.34	OR	0.03	+	13.75	=	14.09	OR	13.78
150: Sodium Vapor	0.34	OR	0.03	+	15.34	=	15.68	OR	15.37
250: Sodium Vapor	0.34	OR	0.03	+	18.85	=	19.19	OR	18.88
400: Sodium Vapor	0.34	OR	0.03	+	26.43	=	26.77	OR	26.46
<b><u>Area-Power Bracket</u></b>									
100: Sodium Vapor	0.34	OR	0.03	+	12.05	=	12.39	OR	12.08
150: Sodium Vapor	0.34	OR	0.03	+	16.12	=	16.46	OR	16.15
<b><u>Directional –Flood</u></b>									
250: Sodium Vapor	0.34	OR	0.03	+	24.64	=	24.98	OR	24.67
400: Sodium Vapor	0.34	OR	0.03	+	29.48	=	29.82	OR	29.51
400: Metal Halide	0.34	OR	0.03	+	29.47	=	29.81	OR	29.50
1000: Metal Halide	0.34	OR	0.03	+	53.38	=	53.72	OR	53.41
<b><u>Ls-1M (Customer) Full Requirements</u></b>									
<b><u>Cobra Head</u></b>									
100: Sodium Vapor	0.34	OR	0.03	+	9.66	=	10.00	OR	9.69
150: Sodium Vapor	0.34	OR	0.03	+	10.24	=	10.58	OR	10.27
250: Sodium Vapor	0.34	OR	0.03	+	13.48	=	13.82	OR	13.51
400: Sodium Vapor	0.34	OR	0.03	+	18.10	=	18.44	OR	18.13
<b><u>LED</u></b>									
100: LED	0.34	OR	0.03	+	7.53	=	7.87	OR	7.56
150: LED	0.34	OR	0.03	+	10.92	=	11.26	OR	10.95
250: LED	0.34	OR	0.03	+	14.30	=	14.64	OR	14.33
400: LED	0.34	OR	0.03	+	17.67	=	18.01	OR	17.70

(Continued on Sheet No. D-6.03)

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**ENERGY WASTE REDUCTION (EWR) SURCHARGE**  
(Continued From Sheet No. D-6.02)

**LIGHTING RATE SCHEDULES (cont.)**

Customers on the following rate schedules shall receive a Delivery/distribution EWR Surcharge per lamp, per month, as indicated below.

<u><b>RATE SCHEDULE</b></u>	<u><b>Customers without Self- Directed Plan</b></u>		<u><b>Customers with Self- Directed Plan</b></u>				<u><b>Customers without Self- Directed Plan</b></u>		<u><b>Customers with Self- Directed Plan</b></u>
	<u><b>EWR Rate, per month, per lamp</b></u>	<u><b>OR</b></u>	<u><b>EWR Rate, per month, per lamp</b></u>	<u><b>+</b></u>	<u><b>Rate per month, per lamp</b></u>	<u><b>=</b></u>	<u><b>TOTAL Rate per month, per lamp</b></u>	<u><b>OR</b></u>	<u><b>TOTAL Rate per month, per lamp</b></u>
<u><b>Ls-1M (Company) Retail Access</b></u>									
<u><b>Cobra Head</b></u>									
<b>100: Sodium Vapor</b>	0.34	OR	0.03	+	12.07	=	12.41	OR	12.10
<b>150: Sodium Vapor</b>	0.34	OR	0.03	+	13.48	=	13.82	OR	13.51
<b>250: Sodium Vapor</b>	0.34	OR	0.03	+	16.55	=	16.89	OR	16.58
<b>400: Sodium Vapor</b>	0.34	OR	0.03	+	23.22	=	23.56	OR	23.25
<u><b>Area-Power Bracket</b></u>									
<b>100: Sodium Vapor</b>	0.34	OR	0.03	+	11.22	=	11.56	OR	11.25
<b>150: Sodium Vapor</b>	0.34	OR	0.03	+	15.01	=	15.35	OR	15.04
<u><b>Directional –Flood</b></u>									
<b>250: Sodium Vapor</b>	0.34	OR	0.03	+	22.94	=	23.28	OR	24.97
<b>400: Sodium Vapor</b>	0.34	OR	0.03	+	27.46	=	27.80	OR	27.49
<b>400: Metal Halide</b>	0.34	OR	0.03	+	27.45	=	27.79	OR	27.48
<b>1000: Metal Halide</b>	0.34	OR	0.03	+	49.72	=	50.06	OR	49.75
<u><b>Ls-1M (Customer) Retail Access</b></u>									
<u><b>Cobra Head</b></u>									
<b>100: Sodium Vapor</b>	0.34	OR	0.03	+	8.49	=	8.83	OR	8.52
<b>150: Sodium Vapor</b>	0.34	OR	0.03	+	9.00	=	9.34	OR	9.03
<b>250: Sodium Vapor</b>	0.34	OR	0.03	+	11.84	=	12.18	OR	11.87
<b>400: Sodium Vapor</b>	0.34	OR	0.03	+	15.90	=	16.24	OR	15.93
<u><b>LED</b></u>									
<b>100: LED</b>	0.34	OR	0.03	+	6.62	=	6.96	OR	6.65
<b>150: LED</b>	0.34	OR	0.03	+	9.59	=	9.93	OR	9.62
<b>250: LED</b>	0.34	OR	0.03	+	12.56	=	12.90	OR	12.59
<b>400: LED</b>	0.34	OR	0.03	+	15.52	=	15.86	OR	15.55

(Continued on Sheet No. D-6.04)

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**ENERGY WASTE REDUCTION (EWR) SURCHARGE**  
(Continued From Sheet No. D-6.03)

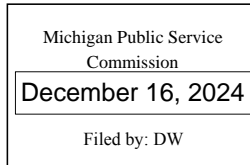
**LED STREET LIGHTING SERVICE RATE SCHEDULE**

The LED1 rate schedule shall receive an EWR Surcharge per kWh as shown below.

	<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>						
	<u>EWR Rate per month, per light fixture</u>		<u>EWR Rate per month, per light fixture</u>				<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>
<u>LED: kWh</u>	<u>(\$0.00782,per kWh x Max bracket kWh)</u>	<u>OR</u>	<u>(\$0.00109,per kWh x Max bracket kWh)</u>	<u>+</u>	<u>Energy Charge, per month, per light fixture</u>	<u>=</u>	<u>TOTAL Energy Charge per month, per light fixture</u>	<u>OR</u>	<u>TOTAL Energy Charge per month, per light fixture</u>
0-3	0.02346	OR	0.00327	+	\$0.50000	=	\$0.52346	OR	\$0.50327
4-6	0.04692	OR	0.00654	+	\$0.99000	=	\$1.03692	OR	\$0.99654
7-9	0.07038	OR	0.00981	+	\$1.49000	=	\$1.56038	OR	\$1.49981
10-12	0.09384	OR	0.01308	+	\$1.98000	=	\$2.07384	OR	\$1.99308
13-15	0.11730	OR	0.01635	+	\$2.48000	=	\$2.59730	OR	\$2.49635
16-18	0.14076	OR	0.01962	+	\$2.97000	=	\$3.11076	OR	\$2.98962
19-21	0.16422	OR	0.02289	+	\$3.47000	=	\$3.63422	OR	\$3.49289
22-24	0.18768	OR	0.02616	+	\$3.96000	=	\$4.14768	OR	\$3.98616
25-27	0.21114	OR	0.02943	+	\$4.46000	=	\$4.67114	OR	\$4.48943
28-30	0.23460	OR	0.03270	+	\$4.95000	=	\$5.18460	OR	\$4.98270
31-33	0.25806	OR	0.03597	+	\$5.45000	=	\$5.70806	OR	\$5.48597
34-36	0.28152	OR	0.03924	+	\$5.94000	=	\$6.22152	OR	\$5.97924
37-39	0.30498	OR	0.04251	+	\$6.44000	=	\$6.74498	OR	\$6.48251
40-42	0.32844	OR	0.04578	+	\$6.93000	=	\$7.25844	OR	\$6.97578
43-45	0.35190	OR	0.04905	+	\$7.43000	=	\$7.78190	OR	\$7.47905
46-48	0.37536	OR	0.05232	+	\$7.92000	=	\$8.29536	OR	\$7.97232
49-51	0.39882	OR	0.05559	+	\$8.42000	=	\$8.81882	OR	\$8.47559
52-54	0.42228	OR	0.05886	+	\$8.91000	=	\$9.33228	OR	\$8.96886
55-57	0.44574	OR	0.06213	+	\$9.41000	=	\$9.85574	OR	\$9.47213
58-60	0.46920	OR	0.06540	+	\$9.90000	=	\$10.36920	OR	\$9.96540
61-63	0.49266	OR	0.06867	+	\$10.40000	=	\$10.89266	OR	\$10.46867
64-66	0.51612	OR	0.07194	+	\$10.89000	=	\$11.40612	OR	\$10.96194
67-69	0.53958	OR	0.07521	+	\$11.39000	=	\$11.92958	OR	\$11.46521
70-72	0.56304	OR	0.07848	+	\$11.89000	=	\$12.45304	OR	\$11.96848
73-75	0.58650	OR	0.08175	+	\$12.38000	=	\$12.96650	OR	\$12.46175
76-78	0.60996	OR	0.08502	+	\$12.88000	=	\$13.48996	OR	\$12.96502
79-81	0.63342	OR	0.08829	+	\$13.37000	=	\$14.00342	OR	\$13.45829
82-84	0.65688	OR	0.09156	+	\$13.87000	=	\$14.52688	OR	\$13.96156
85-87	0.68034	OR	0.09483	+	\$14.36000	=	\$15.04034	OR	\$14.45483
88-90	0.70380	OR	0.09810	+	\$14.86000	=	\$15.56380	OR	\$14.95810
91-93	0.72726	OR	0.10137	+	\$15.35000	=	\$16.07726	OR	\$15.45137
94-96	0.75072	OR	0.10464	+	\$15.85000	=	\$16.60072	OR	\$15.95464
97-99	0.77418	OR	0.10791	+	\$16.34000	=	\$17.11418	OR	\$16.44791

(Continued on Sheet No. D-6.05)

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**ENERGY WASTE REDUCTION (EWR) SURCHARGE**  
**(Continued From Sheet No. D-6.04)**

LED STREET LIGHTING SERVICE RATE SCHEDULE (cont.)

The LED1 rate schedule shall receive an EWR Surcharge per kWh as shown below.

	<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>						
	<u>EWR Rate per month, per light fixture</u>		<u>EWR Rate per month, per light fixture</u>				<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>
<u>LED: kWh</u>	<u>(\$0.00782.per kWh x Max bracket kWh)</u>	<b>OR</b>	<u>(\$0.00109.per kWh x Max bracket kWh)</u>	+	<u>Energy Charge, per month, per light fixture</u>	=	<u>TOTAL Energy Charge per month, per light fixture</u>	<b>OR</b>	<u>TOTAL Energy Charge per month, per light fixture</u>
100-102	<b>0.79764</b>	<b>OR</b>	<b>0.11118</b>	+	<b>\$16.84000</b>	=	<b>\$17.63764</b>	<b>OR</b>	<b>\$16.95118</b>
103-105	<b>0.82110</b>	<b>OR</b>	<b>0.11445</b>	+	<b>\$17.33000</b>	=	<b>\$18.15110</b>	<b>OR</b>	<b>\$17.44445</b>
106-108	<b>0.84456</b>	<b>OR</b>	<b>0.11772</b>	+	<b>\$17.83000</b>	=	<b>\$18.67456</b>	<b>OR</b>	<b>\$17.94772</b>
109-111	<b>0.86802</b>	<b>OR</b>	<b>0.12099</b>	+	<b>\$18.32000</b>	=	<b>\$19.18802</b>	<b>OR</b>	<b>\$18.44099</b>
112-114	<b>0.89148</b>	<b>OR</b>	<b>0.12426</b>	+	<b>\$18.82000</b>	=	<b>\$19.71148</b>	<b>OR</b>	<b>\$18.94426</b>
115-117	<b>0.91494</b>	<b>OR</b>	<b>0.12753</b>	+	<b>\$19.31000</b>	=	<b>\$20.22494</b>	<b>OR</b>	<b>\$19.43753</b>

MUNICIPAL DEFENSE SIREN RATE SCHEDULE

\*The Mg1 rate schedule shall receive an EWR Surcharge per year or any part of a year for each 2 horsepower or fraction thereof for each siren installed, as shown below.

	<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>				<u>Customers without Self-Directed Plan</u>		<u>Customers with Self-Directed Plan</u>
<u>RATE SCHEDULE</u>	<u>EWR Rate</u>	<b>OR</b>	<u>EWR Rate</u>	+	<u>*Rate per year, per siren</u>	=	<u>*TOTAL Rate per year, per siren</u>	<b>OR</b>	<u>*TOTAL Rate per year, per siren</u>
Mg1	<b>0.07</b>	<b>OR</b>	0.01	+	2.98	=	<b>3.05</b>	<b>OR</b>	2.99

OTHER RATE SCHEDULES

The following rate schedules shall receive an EWR Surcharge as indicated above consistent with the rate schedule under which the customer is served. The EWR Surcharge is not prorated based on the level of participation selected under rate schedules ERER1, ERER2 or ERER3.

RATE SCHEDULE

ERER1

ERER2

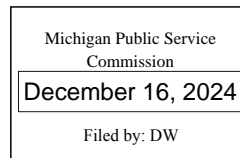
ERER3

Ds1

CGS Category 1

Customers contracting for Retail Access Service

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Vice-President,  
Milwaukee, Wisconsin



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### RENEWABLE ENERGY SURCHARGE

The following rate schedules shall receive a Power Supply Renewable Energy Surcharge per meter, per day, as indicated below. Company assumes one meter per service.

<u>RATE SCHEDULE</u>	<u>RATE</u>
Rg 1	\$0.00000
Rg 2	\$0.00000
Cg 1	\$0.00000
Cg 2	\$0.00000
Cg 3	\$0.00000
Cg3C	\$0.00000
Cg 5	\$0.00000
Cp 1	\$0.00000
Cp 2	\$0.00000
Cp 3	\$0.00000
Cp 4	\$0.00000
A	\$0.00000
Cp LC	\$0.00000
TssM	\$0.00000
TssU	\$0.00000
Special Contracts (U-16967)	\$0.00000
<b>Special Contracts (U-18224) Per Contract</b>	

The following rate schedules shall receive a Power Supply Renewable Energy Surcharge as indicated above consistent with the rate schedule under which the customer is served.

#### RATE SCHEDULE

Ds1

CGS Category 1 (only when a net purchaser from the Company)

### VOLUNTARY GREEN PRICING RATE SCHEDULES

A customer electing a participation level of 50% or 100% under the ERER1 or ERER3 rate schedules is exempt from the Power Supply Renewable Energy Surcharge. A customer electing a participation level of 25% under the ERER1 or ERER3 rate schedules is subject to the Power Supply Renewable Energy Surcharge above, not prorated, consistent with the rate schedule under which the customer is served. A customer participating on the ERER2 rate schedule is exempt from the Power Supply Renewable Energy Surcharge for each billing period in which the customer's nominated block represents at least 50% of the customer's total kWh consumption for the billing period. If a customer's nominated block represents less than 50% of the customer's total kWh consumption for the billing period, the customer is subject to the Power Supply Renewable Energy Surcharge above, not prorated, consistent with the rate schedule under which the customer is served.

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*Reserved for Future Use*

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<b>December 16, 2024</b>
Filed by: DW

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## RESIDENTIAL FULL REQUIREMENTS OR RETAIL ACCESS SERVICE RATE Rg1

### AVAILABILITY

To customers contracting for residential full requirements or retail access service for periods of one year or more for separately metered residential dwelling units including those in residences, summer cottages, and apartment buildings.

HOURS OF SERVICE: Twenty-four.

### CHARACTER OF SERVICE

Alternating current, 60 hertz, single-phase, three-phase or combination single and three-phase service.

### RATE

Power Supply Charges: These charges are applicable to Full Requirements service.

	<u>Capacity</u>	<u>Non-Capacity</u>	<u>Total</u>
Non-Space heating:	<b>\$0.04137</b>	<b>\$0.07111</b>	<b>\$0.11248</b> per kWh

For customers with permanently installed electric space heating equipment which is the primary source of space heating, the following rate shall apply during the billing months of November through June:

	<u>Capacity</u>	<u>Non-Capacity</u>	<u>Total</u>
Space heating:	<b>\$0.04137</b>	<b>\$0.07111</b>	<b>\$0.11248</b> per kWh first 500 kWh per month
	<b>\$0.04137</b>	<b>\$0.06736</b>	<b>\$0.10873</b> per kWh excess of 500 kWh per month

Delivery Charges: These charges are applicable to Full Requirements and Retail Access service.

Fixed Charge:	per day per standard meter or service connection
	\$0.31582 single-phase
	\$0.47373 three-phase
Distribution Charge:	<b>\$0.05314</b> per kWh
Excess Meter Charge:	\$0.03288 per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

### MINIMUM CHARGE

The monthly minimum charge shall be the **Fixed** Charge, the Renewable Energy Surcharge, and the Excess Meter Charge, if applicable.

### RATE REALIGNMENT ADJUSTMENT

*See Schedule RRA starting on Sheet D-157.00.*

PAYMENT: This rate is net.

### LATE PAYMENT CHARGE

The late payment charge is 1.5%, not compounded, of the portion of the bill, net of taxes, that is delinquent. The late payment charge shall not apply to customers whose payments are made by the Department of Human Services or who are participating in a shut off protection program as described in the Consumer Standards and Billing Practices for Electric Residential Service (R460.101-460.169).

### RETAIL ACCESS OPTION

Customers who meet the availability requirements of the Rg1 rate schedule may contract for residential retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Capacity Power Supply Charges above, not subject to Power Supply surcharges and credits, if their Alternative Electric Supplier has not secured generation capacity for the customer. There is a \$2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

(Continued on Sheet No. D-8.01)

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**RESIDENTIAL FULL REQUIREMENTS OR RETAIL ACCESS SERVICE RATE Rg1**  
**(Continued From Sheet No. D-8.00)**

**CONDITIONS OF DELIVERY**

See Sheet Nos. D-10.00 – D-11.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

**Residential Income Assistance (RIA) Service Provision:**

*When service is supplied to a residential customer for primary residence, 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. SNAP*
- 5. Medicaid*

*If the 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.*

*The monthly credit for the Income Assistance Service Provision (RIA) shall be applied as follows:*

*Income Assistance Credit: \$(9.60) per customer per month*

**Residential Service Senior Citizen Provision:**

*When service is supplied to a Principal Residence Customer, who is 65 years of age or older and head of household, a credit shall be applied during all billing months.*

*The monthly credit for the Residential Service Senior Citizen Provision shall be applied as follows: Delivery Charges: These charges are applicable to Full Service and Retail Open Access customers.*

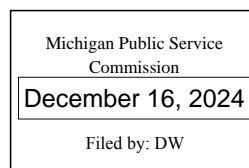
*The monthly credit for the Residential Service Senior Citizen Provision shall be applied as follows:*

*Senior Assistance Credit: \$(4.80) per month per customer*

*This credit shall not be taken in conjunction with a credit for the Residential Income Assistance (RIA) Service Provision.*

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## RESIDENTIAL FULL REQUIREMENTS SERVICE TIME-OF-USE RATE Rg2

### AVAILABILITY

To residential customers contracting for full requirements service on a voluntary basis for electric service for domestic purposes for a period of one year or more. Customers are required to remain on the selected on-peak period for at least one year.

HOURS OF SERVICE: Twenty-four.

### CHARACTER OF SERVICE

Alternating current, 60 Hertz, single-phase, three-phase, or combination single and three-phase service.

### RATE

#### Delivery and Power Supply Charges:

<b>Fixed</b> Charge:	per day per standard meter or service connection	
	\$0.31582	single-phase
	\$0.47373	three-phase
Distribution and Power Supply Charges:		
	<u>Capacity</u>	<u>Non-Capacity</u> <u>Total</u>
	\$0.11642	\$0.23564      \$0.35206 per kWh On-peak (a)
		\$0.07395 per kWh Off-peak (b)
Excess Meter Charge:	\$0.03288	per day per standard meter in excess of one

Delivery and Power Supply Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

- (a) Residential on-peak usage is the energy in kilowatt-hours delivered during the on-peak period selected by the customer. The four on-peak periods available are: 7:00 a.m. to 7:00 p.m., 8:00 a.m. to 8:00 p.m., 9:00 a.m. to 9:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (b) Residential off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

### MINIMUM CHARGE

The monthly minimum charge shall be the **Fixed** Charge, the Renewable Energy Surcharge, and the Excess Meter Charge, if applicable.

### RATE REALIGNMENT ADJUSTMENT

*See Schedule RRA starting on Sheet D-157.00.*

PAYMENT: This rate is net.

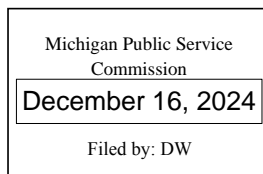
### LATE PAYMENT CHARGE

The late payment charge is 1.5%, not compounded, of the portion of the bill, net of taxes, that is delinquent. The late payment charge shall not apply to customers whose payments are made by the Department of Human Services or who are participating in a shut off protection program as described in the Consumer Standards and Billing Practices for Electric Residential Service (R460.101-460.169).

CONDITIONS OF DELIVERY See Sheet Nos. D-10.00 – D-11.00.

(Continued on Sheet No. D-9.10)

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**RESIDENTIAL FULL REQUIREMENTS SERVICE TIME-OF-USE RATE Rg2**  
**(Continued From Sheet No. D-9.00)**

**Residential Income Assistance (RIA) Service Provision:**

*When service is supplied to a residential customer for primary residence, 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. SNAP*
- 5. Medicaid*

*If the 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.*

*The monthly credit for the Income Assistance Service Provision (RIA) shall be applied as follows:*

*Income Assistance Credit: \$(9.60) per customer per month*

**Residential Service Senior Citizen Provision:**

*When service is supplied to a Principal Residence Customer, who is 65 years of age or older and head of household, a credit shall be applied during all billing months.*

*The monthly credit for the Residential Service Senior Citizen Provision shall be applied as follows: Delivery Charges: These charges are applicable to Full Service and Retail Open Access customers.*

*The monthly credit for the Residential Service Senior Citizen Provision shall be applied as follows:*

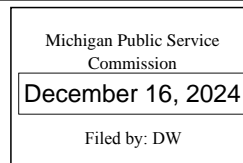
*Senior Assistance Credit: \$(4.80) per month per customer*

*This credit shall not be taken in conjunction with a credit for the Residential Income Assistance (RIA) Service Provision.*

(Continued on Sheet No. D-10.00)

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**RESIDENTIAL SERVICE TIME-OF-USE RATES Rg1 & Rg2**  
**(Continued from Sheet No. D-9.00)**

**CONDITIONS OF DELIVERY**

1. The Company will generally furnish single-phase, 60 hertz service at 120/240 volts. Single or three-phase service will be furnished in accordance with the Electric Service Rules and Regulations of the Company.
2. In any established three-phase, four-wire area, the Company may furnish 60-hertz, alternating current service at 120/208 volts. Single-phase loads will be served from three-wire circuits (two phases and neutral) and three-phase loads from four-wire circuits (three phases and neutral).
3. When single phase service is furnished through one meter, and single or three-phase service through another, each installation shall be regarded as a separate service under this rate.
4. Service for a barn or private garage may be furnished through the associated residence meter or through a separate meter. In the latter case, it shall be treated as service to a separate residence. A private garage is defined as one used in connection with a residence and housing not in excess of four cars, or housing more than four cars if all cars are used in connection with the residence of a single residential customer.
5. In multi-unit dwellings in which each dwelling unit is separately metered, service to each such unit shall be furnished under the residential rate. Service to the janitor's quarters, excluding service for the public portions of such dwelling, shall be furnished under the residential rate if separately metered. A dwelling unit is defined as any room or group of rooms used for cooking and sleeping purposes.
6. Service under this rate is not available for the following types of premises, which shall be served under the general secondary rate.
  - (a) A building used for both residential and commercial purposes, if both residential and commercial portions are served through one meter.
  - (b) A business establishment located in a multi-unit dwelling.
  - (c) A group of three or more dwelling units, including rental units, which are served through one meter in whole or in part.
  - (d) A rooming house, defined a dwelling in which the customer maintains four or more rooms for rent.
  - (e) The public portions of a multi-unit dwelling and any other loads served through the same meter
7. A customer who regularly uses service of less than one year may pay the monthly minimum charge during the months in which he does not require service or, upon his request, service will be disconnected and he will be billed a disconnection and reconnection charge as specified in Section C2.15 of the Electric Service Rules and Regulations of this Company.
8. Seasonal customers may elect to be billed each of six consecutive revenue months, June through November , of each year in lieu of monthly billing. Seasonal customers must be able to demonstrate that, during the non-billing period, usage does not exceed a total of 1000 kWh in order to qualify for the seasonal billing arrangement. For billing seasonal customers, the facilities charge and meter charge shall be doubled. Incidental use during the off-season months will be included in the first billing of the following season. A customer may elect the seasonal billing option at the time of application for service or any time thereafter but, once elected, the option must remain in effect a minimum of twelve months. Customers being billed under the seasonal billing option may discontinue service at any time (See paragraph 7, Conditions of Delivery). New or discontinuing customers will be billed only during the seasonal billing months that they are on service.
9. A customer shall not receive a reduced minimum charge for temporary disconnection of service. If reconnected within 12 months of disconnection, the customer shall also pay the disconnection and reconnection charge as specified in Section C2.15 of the Electric Service Rules and Regulations of the Company.

(Continued on Sheet No. D-11.00)

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Milwaukee, Wisconsin



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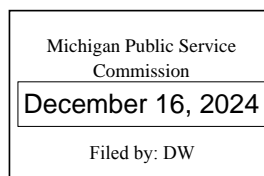
**RESIDENTIAL SERVICE TIME-OF-USE RATES Rg1 & Rg2**  
**(Continued from Sheet No. D-8.00)**

CONDITIONS OF DELIVERY (Cont.)

10. Temporary service is available under this rate upon the payment in advance of the Company's estimated cost of providing and installing all facilities required especially for such service, plus the estimated cost of removing such facilities, less the estimated salvage value of the property removed. In no case shall the net payment by the customer be less than \$25.00.
11. Energy furnished under rates for residential service shall not be resold.
12. The Company shall not be required to provide service as standby for other types of energy or fuel.
13. Renewable energy systems under schedule Rg2 shall utilize electricity as the sole supplemental source of energy. The installation must be approved by the local code authority.
14. Energy storage systems under schedule Rg2 must be adequate to supply all the energy requirements for the purpose intended and shall utilize electricity as the sole source of energy. The installation must be approved by the local code authority.
15. Customers who wish to operate electric generation equipment in parallel with the Company's system shall abide by the conditions of purchase for rate schedules Cgs Category 1, Cgs Category 2, Cgs Large, Cgs Biogas, CGS-PV, ***Pg-2M, Pg-3M, Pg-4M and DG-1.***

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**GENERAL SECONDARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE RATE Cg1**

**AVAILABILITY**

To customers contracting for secondary full requirements or retail access service for one year or more for general commercial, industrial, or governmental purposes.

**HOURS OF SERVICE:** Twenty-four.

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

**RATE**

**Power Supply Charges:** These charges are applicable to Full Requirements service.

<u>Capacity</u>	<u>Non-Capacity</u>	<u>Total</u>
<b>\$0.04045</b>	<b>\$0.07469</b>	<b>\$0.11514</b> per kWh

**Delivery Charges:** These charges are applicable to Full Requirements and Retail Access service.

<b><i>Fixed</i></b> Charge:	per day per standard meter or service connection
	\$0.49315 single-phase
	\$0.96986 three-phase
Distribution Charge:	\$0.04993 per kWh
Excess Meter Charge:	\$0.03288 per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

**MINIMUM CHARGE**

For regular service the monthly minimum charge shall be the ***Fixed*** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, and the Excess Meter Charge, if applicable. For auxiliary service the monthly minimum charge shall be as provided in conditions of delivery. See paragraph 6, Conditions of Delivery.

**RATE REALIGNMENT ADJUSTMENT**

***See Schedule RRA starting on Sheet D-157.00.***

**LATE PAYMENT CHARGE**

A 1.5% per month late charge will be applied to outstanding charges past due.

**RETAIL ACCESS OPTION**

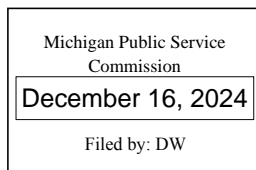
Customers who meet the availability requirements of the Cg1 rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Capacity Power Supply Charge above, not subject to Power Supply surcharges and credits, if their Alternative Electric Supplier has not secured generation capacity for the customer. There is a \$2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

**CONDITIONS OF DELIVERY**

See Sheet No. D-22.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

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**GENERAL SECONDARY TOTAL ELECTRIC FULL REQUIREMENTS SERVICE Cg2**

**AVAILABILITY**

To customers contracting for secondary full requirements service for one year or more for general commercial, industrial, or governmental purposes where electricity is used as the sole source of energy for space heating, water heating and all other uses. Service under this schedule is only available to premises currently served under this schedule. This schedule has been closed to new installations since February 5, 1985.

**HOURS OF SERVICE:** Twenty-four.

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

**RATE**

**Power Supply Charges:**

	<u>Capacity</u>	<u>Non-Capacity</u>	<u>Total</u>
	<b>\$0.03180</b>	<b>\$0.05406</b>	<b>\$0.08586</b> per kWh
<b><u>Delivery Charges:</u></b>			
<b><i>Fixed</i></b> Charge:	per day per standard meter or service connection		
	\$0.49315	single-phase	
	\$0.96986	three-phase	
Distribution Charge:	<b>\$0.04312</b>	per kWh	
Excess Meter Charge:	\$0.03288	per day per standard meter in excess of one	

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

**MINIMUM CHARGE**

The monthly minimum charge shall be the ***Fixed*** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, and the Excess Meter Charge, if applicable.

**RATE REALIGNMENT ADJUSTMENT**

***See Schedule RRA starting on Sheet D-157.00.***

**LATE PAYMENT CHARGE**

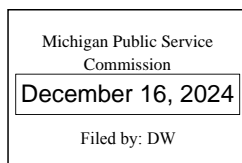
A 1.5% per month late payment charge will be applied to outstanding charges past due.

**CONDITIONS OF DELIVERY**

1. The Company will generally furnish single-phase, 60 hertz service at 120/240 volts. Three-phase or combination single-phase and three-phase service will be furnished in accordance with the Electric Service Rules and Regulations of the Company.
2. When lighting service is furnished through one meter and power service through another, the registrations of the two meters will be added for billing purposes if the meters are installed at the same location. Where separately metered service is furnished for emergency exit lighting, fire alarm system or fire pump purposes the energy used will be accumulated and billed with the regular service, provided that it is furnished from the service connection which supplies regular service.
3. Service under this rate is for general use in commercial, industrial, and governmental establishments, including any group of three or more dwelling units which are served through one meter and comply with the Electric Service Rules and Regulations governing resale. When farming and commercial or industrial operations are combined, the applicable rate shall be determined by the predominant use of service.
4. At the request of a customer, service will be furnished under this rate at the available primary voltage by special arrangement under which the customer will agree to furnish, own and maintain at his expense all apparatus and material necessary for proper utilization of service at such voltage. In such cases the service will be metered at the supply voltage and kilowatt-hours registered will be reduced by 3%.

(Continued on Sheet No. D-14.00)

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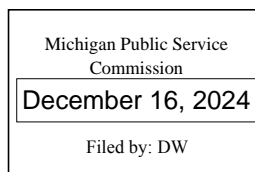
**GENERAL SECONDARY TOTAL ELECTRIC FULL REQUIREMENTS SERVICE Cg2**  
**(Continued From Sheet No. D-13.00)**

CONDITIONS OF DELIVERY (Cont.)

5. Energy furnished under this rate shall not be resold except as provided in the Electric Service Rules and Regulations of the Company.
6. This rate applies when the Company furnishes the entire electric service requirements of a customer. The Company will, however, furnish auxiliary service hereunder to a customer who operates his power plant. If the power plant is so operated that all or any portion of the customer's load can be served either from the power plant or from the Company's system, the customer shall contract for a demand mutually agreed upon, but in no case less than 5 kW. The customer's demand shall be metered, and his net monthly bill for auxiliary service shall not be less than \$2.50 per kW of the highest measured demand in the twelve-month period ending with the current month, or the minimum demand specified in the contract, whichever is the greater.
7. Customers who wish to operate electric generation equipment in parallel with the Company's system shall abide by the conditions of purchase for rate schedules Cgs Category 1, Cgs Category 2, Cgs Large, Cgs Biogas, CGS-PV, ***Pg-2M, Pg-3M, Pg-4M and DG-1.***
8. The Company shall not be required to provide service facilities except as specified in paragraph 6 for any customer which are substantially in excess of that required for the customer's regular use.
9. Except as provided by contract entered into pursuant to paragraph 6 of these conditions, the Company shall not be required to provide service as standby for other types of energy or fuel.
10. A customer who regularly uses service for periods of less than one year may pay the monthly minimum charge during the months in which he does not require service or, upon his request, service will be disconnected and the customer will pay a disconnection and reconnection charge of \$25.00 if the Company's service facilities are not removed.

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Issued December 13, 2024  
T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin



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**GENERAL SECONDARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE TIME-OF-USE RATE Cg3  
AVAILABILITY**

For customers contracting for secondary full requirements or retail access electric service for one year or more for general commercial, industrial or governmental purposes, and whose energy consumption is equal to or greater than 30,000 kWh per month, for three consecutive months. The customer must remain on this rate classification for 12 months before becoming eligible to transfer to a different general secondary rate. If the customer transfers from the Cg3 rate to a different rate, the customer must wait 12 months before they can transfer back to the Cg3 rate. This rate is available to customers previously served under the Cg3 rate schedule only after they have taken service for at least a 12-month period under another of the Company's rate schedules.

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

**RATE**

Power Supply Charges: These charges are applicable to Full Requirements service.

Capacity Demand Charge: **\$14.528** per kW Measured On-peak Demand

Non-Capacity Energy Charge:

**\$0.08815** per kWh On-Peak (a)

**\$0.05887** per kWh Off-peak (b)

Delivery Charges: These charges are applicable to Full Requirements and Retail Access service.

**Fixed** Charge: \$2.79452 per day per standard meter or service connection

Demand Charge: **\$6.333** per kW of Customer Maximum Demand

Distribution Charge: **\$0.01382** per kWh On-peak (a)

per kWh Off-peak (b)

Excess Meter Charge: \$0.13151 per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

- (a) General Secondary on-peak usage is the energy in kilowatt-hours delivered between 9:00 a.m. and 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (b) General Secondary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

**MINIMUM CHARGE**

The monthly minimum charge shall be the **Fixed** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, the Excess Meter Charge, and the Customer Maximum Demand Charge. Auxiliary service shall be as provided in Paragraph 6, Conditions of Delivery, Sheet D-22.00.

**RATE REALIGNMENT ADJUSTMENT**

*See Schedule RRA starting on Sheet D-157.00.*

**LATE PAYMENT CHARGE**

A 1.5% per month late payment charge will be applied to outstanding charges past due.

**RETAIL ACCESS OPTION**

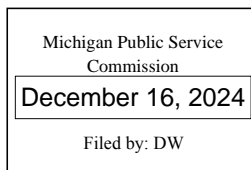
Customers who meet the availability requirements of the Cg3 rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Power Supply Capacity Demand Charge above, not subject to Power Supply surcharges and credits, if their Alternative Electric Supplier has not secured generation capacity for the customer. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

**CONDITIONS OF DELIVERY**

See Sheet No. D-22.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

(Continued on Sheet No. D-16.00)

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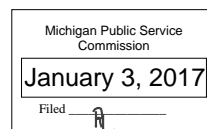
**GENERAL SECONDARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE TIME-OF-USE RATE Cg3**  
**(Continued from Sheet D-15.00)**

**DETERMINATION OF DEMAND**

1. Measured demand shall be the average rate at which energy is used for any period of fifteen consecutive minutes as ascertained by a wattmeter and an associated tape recorder or other standard measuring device.
2. Measured on-peak demand shall be the maximum measured demand established during on-peak hours within the billing period. Unless specified to the contrary in writing by six months prior written notice to the customer, provided the on-peak period does not exceed twelve hours per day, on-peak hours shall be from 9:00 a.m. to 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
3. Customer maximum demand shall be the maximum measured demand, which occurs during either the on or off-peak period, in the current or preceding 11 billing periods.

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**GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL CURTAILABLE RATE Cg3C**

**AVAILABILITY**

To customers who would otherwise qualify for General Secondary Service – Time-of-Use Rate Schedule Cg3, and contract for a minimum of 100 kilowatts of curtailable load. The Company reserves the right to limit participation to 10 customers.

**RATE**

**Power Supply Charges:**

Capacity Demand Charge:	<b>\$14.528</b>	per kW Measured On-peak Demand
Curtailable Demand Credit	<b>\$0.02020</b>	per kW per on-peak hour of use
Non-Capacity Energy Charge:		
	<b>\$0.08815</b>	per kWh On-Peak (a)
	<b>\$0.05887</b>	per kWh Off-peak (b)

The curtailable credit per kilowatt of curtailable demand for the billing period shall be determined by application of the following formula:

$$(A*B)*\frac{C}{D} \text{ where}$$

- A = credit per kW of curtailable demand per on-peak hour-of-use  
B = actual on-peak hours-of-use, determined by dividing the on-peak kWh for the billing period by the measured demand  
C = 255 hours  
D = on-peak hours in the billing period minus actual hours of capacity curtailment in the billing period

If the curtailable load is on isolated and separately metered circuits, it will be treated as a separate service to the customer.

**Delivery Charge:**

<b>Fixed</b> Charge:	<b>\$2.79452</b>	per day per standard meter or service connection
Demand Charge:	<b>\$6.333</b>	per kW of customer maximum demand
Distribution Charge:	<b>\$0.01382</b>	per kWh On-peak (a)
	<b>\$0.01382</b>	per kWh Off-peak (b)
Excess Meter Charge:	<b>\$0.13151</b>	per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

- (a) General Secondary on-peak energy usage is the energy in kilowatt-hours delivered between 9:00 a.m. and 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.  
(b) General Secondary off-peak energy usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

**MINIMUM CHARGE**

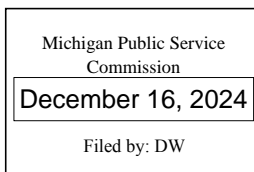
The monthly minimum charge shall be the **Fixed** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, the Excess Meter Charge, and the Customer Maximum Demand Charge. Auxiliary service shall be as provided in Paragraph 6, Conditions of Delivery, Sheet D-22.00.

**LATE PAYMENT CHARGE**

A 1.5% per month late payment charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-18.00)

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**GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL CURTAILABLE RATE Cg3C**  
**(Continued from Sheet No. D-17.00)**

**DETERMINATION OF DEMAND**

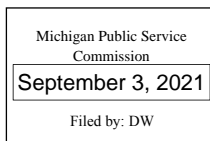
1. Measured demand shall be the average rate at which energy is used for any period of fifteen consecutive minutes as ascertained by a wattmeter and an associated tape recorder or other standard measuring device.
2. Measured on-peak demand shall be the maximum measured demand established during on-peak hours within the billing period. Unless specified to the contrary in writing by six months prior written notice to the customer, provided the on-peak period does not exceed twelve hours per day, on-peak hours shall be from 9:00 a.m. to 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
3. Customer maximum demand shall be the maximum measured demand, which occurs during either the on or off-peak period, in the current or preceding 11 billing periods.
4. Contract Firm Demand. Customers served under this rate must enter into a contract that specifies a contract firm demand level. The customer may renominate a contract firm demand once during a calendar year subject to approval by the Company. ***The Company shall provide one hour notice of a curtailment; however, notification may be less than one hour during unmanageable capacity situations which require curtailment of loads to maintain system standards of operation. Upon notification by the Company of a capacity curtailment, the customer has one hour, or less, to curtail demand to their contract firm demand level, and remain at or below their contract firm demand for the entire curtailment period. The customer shall not be required to curtail their demand for a curtailment period due to system energy economy constraint reasons.***
5. Curtailable Demand. If the measured on-peak demand is greater than the contract firm demand, then the curtailable demand is equal to the difference between the measured on-peak demand and the contract firm demand. If the measured on-peak demand is less than or equal to the contract firm demand, then the curtailable demand is zero.

**CONDITIONS OF DELIVERY**

1. General Secondary – Time-of-Use, Rate Schedule No. Cg 3, Conditions of Delivery apply.
2. A customer may make a one-time election to take service under this rate schedule for a trial period of twelve consecutive months. The customer must execute a contract which specifies that the customer will notify the Company at least 30 days before trial period ends of whether the customer will continue the curtailable service contract for a minimum of three more years. The curtailable service contract will contain a provision which, absent notice, will automatically extend the contract for one year from each anniversary date.
3. If the customer terminates the contract described above prior to the date of termination as set forth in said contract, the customer will pay to the Company a cancellation charge equal to the sum of the curtailable credits as shown on the customer's bills for the most recent 12 month period. The cancellation charge will not apply if the customer executes a contract to take service, effective the day following termination of their existing non-firm contract, under another of the Company's non-firm rate schedules which has a 3 year rolling contract term, provided that there is no increase in on-peak firm demand for the duration of the current contract term which is defined as the remaining term as of the next anniversary date of the contract. For example, if the contract has a three year term with an anniversary date of April 30, 2006, and the change is requested prior to April 30, 2006, then no additional firm load may be added until May 1, 2009. After that date, changes may be made only in accordance with tariff requirements. At the sole discretion of the Company, other customer requests to waive this cancellation fee may be considered and granted, but only under extraordinary circumstances such as a systemic and sustained change in customer production levels.
4. If the customer's curtailment demand is less than 100 kW for any three months of a consecutive twelve month period, the Company may suspend service under this rate and thereafter serve the customer under the appropriate rate.

(Continued on Sheet No. D-19.00)

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Vice-President,  
Milwaukee, Wisconsin



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**GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL CURTAILABLE RATE Cg3C**  
**(Continued from Sheet No. D-18.00)**

CONDITIONS OF DELIVERY (Cont.)

5. For purposes of determining the customer's eligibility for this rate, the customer's curtailable demand will be the difference between the customer's maximum measured on-peak demand during the last consecutive twelve month period and the customer's proposed contract firm demand. Curtailable service under this rate may be refused if the Company believes the load to be curtailed will not provide adequate load reduction when the Company desires curtailment. The Company will notify the customer of the Company's refusal to provide service under this rate and the Company will inform the customer of the customer's right to ask for a commission review of the Company's refusal of service.
6. Where needed, the customer shall supply a source of electric service at 120 volts with sufficient capacity to operate the curtailable rate metering system.
7. The Company will install all apparatus and materials necessary for the measurement of the curtailment of load. The customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.
8. Service under this rate shall be subject to curtailment at the sole discretion of the Company. The sum of capacity curtailments and system energy economy constraints will not exceed 300 hours of curtailment in any calendar year. The Company will limit the duration of any one curtailment to eight hours between the hours of 8:00 a.m. and 10:00 p.m. prevailing time. Brief periods of curtailment (periods that are less than four hours duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind, and other physical causes other than intentional curtailment by the Company shall not be considered in determining the hours of curtailment.
9. Service under this rate shall be subject to: a) curtailments due to capacity constraints, during which the customer must curtail load or be charged a penalty, and b) system energy economy constraints, during which the customer may elect to either drop load or pay the additional charge for energy use.

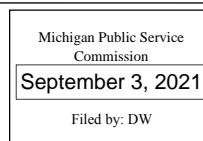
Capacity Curtailments: The customer shall receive a one hour notice *or less* of capacity curtailments. The customer shall be charged a penalty for each occurrence in which the customer fails to curtail load to or below the contract firm demand level during the entire period of a capacity curtailment. ***Where the customer received less than a one hour notice of a capacity curtailment, the customer will not be charged a penalty for failure to curtail load, as required under the provisions of this tariff, during that first hour of the curtailment period. The penalty shall be \$3.50 per kilowatt-hour for all energy recorded during the capacity curtailment period above the customer's contract firm demand level plus the customer's share of actual costs and penalties assessed to the utility by MISO, ATC, and other regulatory bodies.*** The Company may suspend service under this rate and thereafter serve the customer under the appropriate rate if the customer fails to curtail service twice in any consecutive twelve month period.

System Energy Economy Constraints: The customer shall receive one hour notice of a system energy economy constraint which will include the projected system avoided costs for power plus 10% for the economy constraint period for all energy used above the contract firm demand level. An example of determination of the additional charge is shown below:

System Avoided Cost of Power Plus 10% per kWh	\$0.1200
On-Peak Energy per kWh at Existing Rate	\$0.0800
Additional Charge per kWh	\$0.0400

(Continued on Sheet No. D-20.00)

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Milwaukee, Wisconsin



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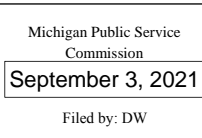
**GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL CURTAILABLE RATE Cg3C**  
**(Continued from Sheet No. D-12.04)**

CONDITIONS OF DELIVERY (Cont.)

10. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.
11. Curtailable service shall not be used as a standby for any other forms of energy or fuel. Customers with their own generating equipment shall be required to separately meter such equipment or demonstrate the separation of curtailable loads from the generation output.
12. *Where the Company is required to provide notice regarding a capacity curtailment or system energy economy constraint event under the provisions of this tariff, such notice shall be given via the Company's Customer Notification System (CNS). The CNS will send messages to customers via the customer's selected communication preference(s) of text (SMS), email and phone. Message(s) shall clearly identify an event as either a capacity curtailment or system energy economy constraint; provide the start time for the event period; provide the end time for the event period; provide estimated prices for system energy economy constraints; and inform customers of revisions and/or cancellations.*
13. *The Company shall perform curtailable compliance tests on an annual basis. A compliance test shall not be performed by the Company if the customer experienced an actual capacity curtailment that was successfully implemented and recorded within the last twelve months. At its sole discretion, the Company may waive annual compliance testing. The necessity of an actual curtailment or simulation shall be under the sole control of the Company. A customer may request a real power actual curtailment test. A customer requested real power actual curtailment test will be performed upon a determination by the Company that it can accommodate the request, where such determination is under the sole control of the Company. It is the intent of the Company that the duration of curtailment for test purposes will not be extended beyond the time necessary to satisfy the conditions of the test. For Company initiated actual curtailment tests, penalty billing may apply if an actual curtailment is not successfully completed. No penalty billing shall apply for a customer requested real power actual curtailment test.*
14. *The Company will initiate contact with customers annually to review customer obligations, verify contact information, attempt to obtain multiple contact information for each customer site, and offer assistance as needed. The Company may initiate contact on a more frequent basis.*

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**SMALL SECONDARY FULL REQUIREMENTS SERVICE TIME-OF-USE RATE Cg5**

**AVAILABILITY**

Available, on a voluntary basis, for a period of one year or more, to customers contracting for secondary full requirements electric service for general commercial, industrial, governmental or farm purposes.

**HOURS OF SERVICE:** Twenty-four.

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

**RATE**

**Delivery and Power Supply Charges:**

<b><i>Fixed</i></b> Charge:	per day per standard meter or service connection	
	\$0.49315	single-phase
	\$0.96986	three-phase
Distribution and Power Supply Charges:		
	<b><u>Capacity</u></b>	<b><u>Non-Capacity</u></b>
	<b><i>\$0.08011</i></b>	<b><i>\$0.23973</i></b>
		<b><i>\$0.31984</i></b> per kWh On-peak (a)
		<b><i>\$0.07993</i></b> per kWh Off-peak (b)
Excess Meter Charge:	\$0.03288	per day per standard meter in excess of one

Delivery and Power Supply Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.00***.

- (a) Small secondary on-peak energy usage is the energy in kilowatt-hours delivered between 9:00 a.m. and 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (b) Small Secondary off-peak energy usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

**MINIMUM CHARGE**

The monthly minimum charge shall be the ***Fixed*** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, and the Excess Meter Charge. Auxiliary service shall be as provided in Paragraph 6, Conditions of Delivery, Sheet D-22.00.

**RATE REALIGNMENT ADJUSTMENT**

***See Schedule RRA starting on Sheet D-157.00.***

**LATE PAYMENT CHARGE**

A 1.5% per month late payment charge will be applied to outstanding charges past due.

**CONDITIONS OF DELIVERY**

See Sheet No. D-22.00.

(Continued on Sheet No. D-14.00)

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**GENERAL SECONDARY SERVICE RATES Cg 1, Cg 3, Cg 3C and Cg 5**

**CONDITIONS OF DELIVERY**

1. The Company will generally furnish single-phase, 60 hertz service at 120/240 volts. Three-phase or combination single-phase and three-phase service will be furnished in accordance with the Electric Service Rules and Regulations of the Company.
2. When lighting service is furnished through one meter and power service through another, the registrations of the two meters will be added for billing purposes if the meters are installed at the same location. Where separately metered service is furnished for emergency exit lighting, fire alarm system or fire pump purposes, the energy used will be accumulated and billed with the regular service provided that it is furnished from the service connection which supplies regular service. In such cases, the customer shall pay the fixed charge for each meter installed.
3. Service under this rate is for general use in commercial, industrial, and governmental establishments, including any group of three or more dwelling units which are served through one meter and comply with the Electric Service Rules and Regulations of the Company governing resale. When farming and commercial or industrial operations are combined, the applicable rate shall be determined by the predominant use of service.
4. At the request of a customer, service will be furnished under this rate at the available primary voltage by special arrangement under which the customer will agree to furnish, own and maintain at his expense all apparatus and material necessary for proper utilization of service at such voltage. In such cases the service will be metered at the supply voltage and kilowatt hours registered will be reduced 3% and the measured demand will be reduced 2-1/2% for billing purposes.
5. Temporary service is available under this rate upon the payment in advance of the Company's estimated cost of providing and installing all facilities required especially for such service, plus the estimated cost of removing such facilities, less the estimated salvage value of the property removed. In no case shall the net payment by the customer be less than \$25.00.
6. This rate applies when the Company furnishes the entire electric service requirements of a customer. The Company will, however, furnish auxiliary service hereunder to a customer who operates his power plant. If the power plant is so operated that all or any portion of the customer's load can be served either from the power plant or from the Company's system, the customer shall contract for a demand mutually agreed upon, but in no case less than 5 kW. The customer's demand shall be metered, and his net monthly bill for auxiliary service shall not be less than \$2.50 per kW of the highest measured demand in the twelve-month period ending with the current month, or the minimum demand specified in the contract, whichever is the greater.
7. Customers who wish to operate electric generation equipment in parallel with the Company's system shall abide by the conditions of purchase for rate schedules Cgs Category 1, Cgs Category 2, Cgs Large, Cgs Biogas, CGS PV **and Pg-2M, Pg-3M, Pg-4M and DG-1.**
8. The Company shall not be required to provide service facilities except as specified in paragraph 6 for any customer which are substantially in excess of that required for the customer's regular use.
9. Energy furnished under this rate shall not be resold, except as provided in the Rules and Regulations of the Company.
10. Except as provided by contract entered into pursuant to paragraph 6 of these conditions, the Company shall not be required to provide service as standby for other types of energy or fuel.
11. A customer who regularly uses service for periods of less than one year may pay the monthly minimum charge during the months in which he does not require service or, upon his request, service will be disconnected and the customer will pay a disconnection and reconnection charge of \$25.00 if the Company's service facilities are not removed.

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Vice-President,  
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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE  
TIME-OF-USE RATE Cp1**

**AVAILABILITY**

To customers contracting for full requirements or retail access service - three-phase, 60 hertz power at approximately 2,400 volts or higher for periods of one year or more. Customers are required to remain on the selected on-peak period for at least one year.

RATES: (for service at primary voltages)	≤4,160 volts	>4,160 to <69,000 volts	≥69,000 volts
<b>Power Supply Charges:</b> These charges are applicable to Full Requirements service.			
Capacity Demand Charge: per kW of Measured On-peak Demand	<b>\$16.580</b>	<b>\$16.266</b>	<b>\$15.942</b>
Non-Capacity Energy Charge: per kWh			
On-peak (b)	<b>\$0.08073</b>	<b>\$0.07890</b>	<b>\$0.07733</b>
Off-peak (c)	<b>\$0.05269</b>	<b>\$0.05150</b>	<b>\$0.05048</b>

**Delivery Charges:** These charges are applicable to Full Requirements and Retail Access service.

<b>Fixed</b> Charge: per day	\$20.21918	\$20.21918	\$20.21918
Demand Charge: per kW of Customer Maximum Demand	<b>\$3.181</b>	<b>\$3.120</b> OR \$0.150(a)	\$0
Distribution Charge: per kWh			
On-peak (b)	<b>\$0.00886</b>	<b>\$ 0.00869</b> OR \$ 0.00091 (a)	\$0
Off-peak (c)	<b>\$ 0.00886</b>	<b>\$ 0.00869</b> OR \$ 0.00091 (a)	\$0
Power Factor Demand Charge: per kW of Power Factor Demand	<b>\$13.425</b>	<b>\$13.206</b>	<b>\$8.985</b>

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

For Determination of Demand, see Sheet No. D-25.00.

- (a) Charge for customer who takes service at 13,200 volts or greater, but less than 69,000 volts, directly from a company-owned substation transformer, and is served using no company-owned primary lines.
- (b) General primary on-peak usage is the energy in kilowatt-hours delivered during the on-peak period selected by the customer. The two on-peak periods available are: 8:00 a.m. to 8:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (c) General Primary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

**MINIMUM CHARGE**

The monthly minimum charge shall be the **Fixed** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, plus the charge for 300 kW of measured on-peak demand plus the charge for 300 kW of customer maximum demand.

**RATE REALIGNMENT ADJUSTMENT**

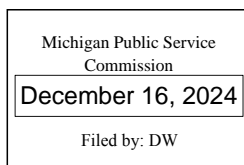
**See Schedule RRA starting on Sheet D-157.00.**

**LATE PAYMENT CHARGE**

A 1.5% per month late payment charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-24.00)

Issued December 13, 2024  
T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin



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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE  
TIME-OF-USE RATE Cp1  
(Continued from Sheet No. D-23.00)**

**RETAIL ACCESS OPTION**

Customers who meet the availability requirements of the Cp1 rate schedule may contract for retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge.

***Additionally, retail access customers shall pay the Power Supply Capacity Demand Charge above, not subject to Power Supply surcharges and credits or the monthly on-peak demand minimum, if their Alternative Electric Supplier has not secured generation capacity for the customer.*** Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

**CONDITIONS OF DELIVERY**

See Sheet No. D-26.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

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T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin

Michigan Public Service  
Commission

**May 7, 2018**

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**GENERAL PRIMARY SERVICE TIME-OF-USE RATE Cp1 & Cp2**  
**(Continued from Sheet No. D-15.00)**

**DETERMINATION OF DEMAND:** This is also valid for rate Cp4

Measured Demands:

- (a) Measured demand shall be the average rate at which energy is used for a period of 15 consecutive minutes as ascertained by a watthour meter and an associated electronic recorder or other standard measuring device.
- (b) Measured on-peak demand shall be the maximum measured demand established during on-peak hours within the billing period. Unless specified to the contrary in writing by six months prior written notice to customer, provided the on-peak period does not exceed twelve hours per day, on-peak hours shall be either from 8:00 a.m. to 8:00 p.m. or from 10:00 a.m. to 10:00 p.m., as selected by the customer, prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (c) Measured off-peak demand shall be the maximum measured demand established during off-peak hours within the billing period. Off-peak hours are those hours not designated as on-peak hours.

Customer Maximum Demand:

Customer maximum demand shall be the maximum measured demand which occurs during either the on or off-peak period, in the current or preceding 11 billing periods.

Power Factor Demand:

The distribution demand charges are based on a standard power factor of 85 percent. The customer's monthly Power Factor Demand is determined as follows:

- (a) For Power Factors at 85 %:  
Power Factor Demand = 0
- (b) For Power Factors below 85%:  
Power Factor Demand = [(Measured On-peak Demand) (.65) (0.85 - Peak Power Factor)]
- (c) For Power Factors above 85%:  
Power Factor Demand = [(Measured On-peak Demand) (.50) (0.85 -Peak Power Factor)]

The peak power factor shall be calculated from the kilowatthours "A", as obtained from the watthour meter, and the lagging kilovoltampere reactive hours "B", as obtained from a ratcheted reactive component meter, which are used during the same fifteen-minute period in which the maximum measured demand occurs, by the following formula:

Peak power factor = A divided by square root of (A<sup>2</sup> + B<sup>2</sup>)

New Equipment Testing Demand for Rate Cp 1 Only:

Any customer installing new equipment requiring on-peak testing which may cause increased measured demand during such testing, may request adjustment of measured demands. Where a customer so requests and has provided, to the approval of the Company, isolation of the testing load and payment of all costs of metering (sub-metering), the monthly measured demands during pre-approved testing periods will be adjusted in months when testing loads have on-peak hours of use less than 100. Under the above conditions, measured demand will be the calculated billed demand for the customer's non-testing loads plus a component for measured demand associated with testing loads. Non-testing load is the difference between the total Company supplied power, as measured at the point of the customer's interconnection with the Company and the separately metered test load. The measured demand component for testing loads will be determined by multiplying the difference between the customer's measured demand, as determined in (2) above, and the calculated measured demand for the non-testing load in the month times a factor. The factor is [(on-peak hours of use x .0075) + .25].

(Continued on Sheet No. D-17.00)

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**GENERAL PRIMARY SERVICE TIME-OF-USE RATE Cp1**  
**(Continued from Sheet No. D-16.00)**

**CONDITIONS OF DELIVERY**

1. The Company will furnish three-phase, 60 hertz power service at a primary voltage as specified by the Company, but in no case less than approximately 2,400 volts, at one point on the premises of the customer nearest the lines of the Company. The supply voltage will depend upon the location of the customer and the size and characteristics of his load. At the option of the Company, a customer receiving service under this rate at more than one voltage on the same premises may be billed on a conjunctive basis if the customer was required to change voltage due to the limitations of the Company's distribution system. If the customer elects to serve additional load at a higher voltage and the Company has distribution facilities at the existing voltage adequate to serve the additional load, then the Company shall bill the customer separately at each voltage.
2. Service under this rate is primarily for customers who use it in manufacturing and industrial operations. Any customer receiving service under this rate who requires lighting regulation shall furnish, install, operate and maintain the necessary regulating equipment at his expense.
3. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Company's rules and regulations pertaining to primary substation installation, and shall at all times be kept suitable for operation by the power furnished.
4. If the customer's off-peak demand exceeds the on-peak demand, to the extent that the installation of additional facilities are required, then the customer shall pay for such additional facilities.
5. Customers who wish to operate electric generation equipment in parallel with the Company's system shall abide by the conditions of purchase for rate schedules Cgs Category 1, Cgs Category 2, Cgs Large, Cgs Biogas, CGS-PV, ***Pg-2M, Pg-3M, Pg-4M and DG-1.***
6. Should the customer, because of fire, strike, demonstrations, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from utilizing the power service contracted for, the Company will waive the monthly minimum demand charge for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.
7. The Company shall use reasonable diligence in furnishing an uninterrupted and regular supply of power, but it shall not be liable for interruptions, deficiencies, or imperfections in electric service provided under these rates except to the extent of a prorated reduction of the demand charge provided for herein.
8. Service under this rate shall be furnished only in accordance with the Electric Service Rules and Regulations of the Company.
9. Except as provided by contract entered into pursuant to Paragraph 5 of these conditions, the Company shall not be required to provide service as standby for other types of energy or fuel.
10. Energy furnished under this rate shall not be resold, except as provided in the Electric Services Rules and Regulations of the Company.

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**GENERAL PRIMARY FULL REQUIREMENTS SERVICE INTERRUPTIBLE RATE Cp2**

**AVAILABILITY**

To customers contracting for three-phase 60 hertz full requirements power service at approximately 2,400 volts or higher for periods of five years with a minimum 15 minute integrated demand of 1,000 kilowatts of interruptible load. Customers are required to remain on the selected on-peak period for at least one year.

<b><u>RATES:</u></b> (for service at primary voltages)	<b>≤4,160</b>	<b>&gt;4,160 to</b>	<b>≥69,000</b>
<b><u>Power Supply Charges:</u></b>	<b><u>volts</u></b>	<b><u>≤69,000 volts</u></b>	<b><u>volts</u></b>
Capacity Demand Charge: per kW of Measured On-peak Demand			
	<b>\$13.605</b>	<b>\$ 13.184</b>	<b>\$ 13.177</b>
Non-Capacity Energy Charge: per kWh			
On-peak (b)	<b>\$0.08073</b>	<b>\$ 0.07890</b>	<b>\$ 0.07733</b>
Off-peak (c)	<b>\$ 0.05269</b>	<b>\$ 0.05150</b>	<b>\$ 0.05048</b>
<b><u>Delivery Charges:</u></b>			
<b><i>Fixed</i></b> Charge: per day	\$20.21918	\$20.21918	\$20.21918
Customer may be exempt from this facilities charge if taking service at the same location on rate schedule Cp-1			
Demand Charge: per kW of Customer Maximum Demand			
	<b>\$3.181</b>	<b>\$ 3.120 OR</b>	<b>\$0</b>
		<b>\$ 0.150 (a)</b>	
Distribution Charge: per kWh			
On-peak (b)	<b>\$ 0.00886</b>	<b>\$ 0.00869 OR</b>	<b>\$0</b>
		<b>\$ 0.00091 (a)</b>	
Off-peak (c)	<b>\$ 0.00886</b>	<b>\$ 0.00869 OR</b>	<b>\$0</b>
		<b>\$ 0.00091 (a)</b>	
Power Factor Demand Charge: per kW of Power Factor Demand			
	<b>\$ 13.425</b>	<b>\$ 13.206</b>	<b>\$ 8.985</b>

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

For Determination of Demand, see sheet No. D-25.00.

- (a) Charge for customer who takes service at 13,200 volts or greater, but less than 69,000 volts, directly from a company-owned substation transformer, and is served using no company-owned primary lines.
- (b) General primary on-peak usage is the energy in kilowatt-hours delivered during the on-peak period selected by the customer. The two on-peak periods available are: 8:00 a.m. to 8:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (c) General Primary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

**MINIMUM CHARGE**

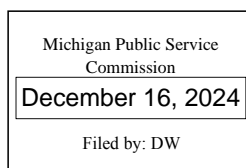
The monthly minimum charge shall be the applicable ***Fixed*** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, plus the charge for 700 kilowatts of measured on-peak demand, plus the charge for 700 kW of customer maximum demand.

**LATE PAYMENT CHARGE**

A one and one half percent (1.5%) per month late payment charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-28.00)

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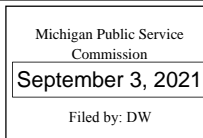
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**GENERAL PRIMARY FULL REQUIREMENTS SERVICE INTERRUPTIBLE RATE Cp2**  
**(Continued from Sheet No. D-27.00)**

CONDITIONS OF DELIVERY

1. General Primary – Time-of-Use, Rate Schedule No. Cp1, Conditions of Delivery apply.
2. A customer taking service under this rate must execute a contract with a provision which, absent notice, will automatically extend the contract for five years from each anniversary date.
3. Interruptible service under this rate may be refused if the Company believes the load to be interrupted will not provide adequate load reduction when the Company desires interruption. The Company will notify the customer of the Company's refusal to provide service under this rate and the Company will inform the customer of the customer's right to ask for a commission review of the Company's refusal of service.
4. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Company's rules and regulations pertaining to primary substation installation and shall at all times be kept suitable for operation by the power furnished. The customer's circuits are to be arranged so that none of the interruptible load can be transferred to service furnished under any other rate.
5. Service under this rate shall be subject to interruption at the sole discretion of the Company. ***Interruptions will not be made for system energy economy reasons. The customer shall receive up to a one hour notice of the interruption.*** There will be no more than 150 hours of interruption in a calendar year. Brief periods of interruption (periods that are less than four hours' duration) should be regarded as having lasted four hours, for purposes of limiting the total annual hours to 150. Interruptions due to lightning, wind, and other causes other than intentional interruptions by the Company shall not be considered in determining the hours of interruption or frequency.
6. The customer shall pay ***\$3.50 per kilowatt-hour for all energy recorded during each period of interruption of service ordered by the Company plus the customer's share of actual costs and penalties assessed to the utility by MISO, ATC, and other regulatory bodies. Where the customer received less than a one hour notice of an interruption, the customer will not be charged a penalty for failure to interrupt load, as required under the provisions of this tariff, during that first hour of the interruption period.*** The Company may suspend service under this rate if the customer uses service during periods of interruption and thereafter serve the customer under the appropriate rate.
7. The customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the interruptible load.
8. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.
9. Interruptible service shall not be used as standby for any other forms of energy or fuel.
10. ***Where the Company is required to provide notice of an interruption under the provisions of this tariff, such notice shall be given via the Company's Customer Notification System (CNS). The CNS will send messages to customers via the customer's selected communication preference(s) of text (SMS), email and phone. The message(s) will clearly identify the interruption event; provide the start time for the interruption; provide the end time for the interruption, and inform customers of revisions and/or cancellations.***

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Vice-President,  
Milwaukee, Wisconsin



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**GENERAL PRIMARY FULL REQUIREMENTS SERVICE INTERRUPTIBLE RATE Cp2**  
**(Continued from Sheet No. D-28.00)**

**CONDITIONS OF DELIVERY (Cont.)**

- 11. The Company shall perform interruptible compliance tests on an annual basis. A compliance test shall not be performed by the Company if the customer experienced an actual interruption that was successfully implemented and recorded within the last twelve months. At its sole discretion, the Company may waive annual compliance testing. The necessity of an actual interruption or simulation shall be under the sole control of the Company. A customer may request a real power actual interruptible test. A customer requested real power actual interruptible test will be performed upon a determination by the Company that it can accommodate the request, where such determination is under the sole control of the Company. It is the intent of the Company that the duration of the interruption for test purposes will not be extended beyond the time necessary to satisfy the conditions of the test. For Company initiated actual interruption tests, penalty billing may apply if an actual interruption is not successfully completed. No penalty billing shall apply for a customer requested real power actual interruptible test.*
- 12. The Company will initiate contact with customers annually to review customer obligations, verify contact information, attempt to obtain multiple contact information for each customer site, and offer assistance as needed. The Company may initiate contact on a more frequent basis.*

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T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin



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**GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3**

**AVAILABILITY**

To customers contracting for three-phase 60 hertz full requirements power service at approximately 2,400 volts or higher with a minimum of 500 kilowatts of curtailable load. If the curtailable load is on isolated and separately metered circuits, it will be treated as a separate service to the customer. Customers are required to remain on the selected on-peak period for at least one year.

<u>RATES:</u> (for service at primary voltages)	<u>≤4,160</u> <u>volts</u>	<u>&gt;4,160 to</u> <u>&lt;69,000 volts</u>	<u>≥69,000</u> <u>volts</u>
<u>Power Supply Charges:</u>			
Capacity Demand Charge: per kW of Measured On-peak Demand	<b>\$16.580</b>	<b>\$ 16.266</b>	<b>\$ 15.942</b>
Curtailable Demand Credit: per kW per on-peak hour of use	\$0.0199	\$0.0195	\$0.0191
<u>Non-Capacity Energy Charge: per kWh</u>			
On-peak (b)	<b>\$0.08073</b>	<b>\$ 0.07890</b>	<b>\$ 0.07733</b>
Off-peak (c)	<b>\$ 0.05269</b>	<b>\$ 0.05150</b>	<b>\$ 0.05048</b>

The curtailable credit per kilowatt of curtailable demand for the billing period shall be determined by application of the following formula:

$$(A * B) * \frac{C}{D} \quad \text{where}$$

- A = credit per kW of curtailable demand per on-peak hour of use  
B = actual on-peak hours-of-use, determined by dividing the on-peak kWh for the billing period by the sum of the measured on-peak demand and power factor demand.  
C = 255 hours  
D = on-peak hours in the billing period minus actual hours of curtailment in the billing period

**Delivery Charges:**

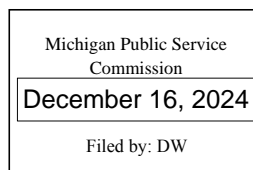
<b>Fixed</b> Charge: per day	\$20.21918	\$20.21918	\$20.21918
Demand Charge: per kW of Customer Maximum Demand	<b>\$3.181</b>	<b>\$ 3.120</b> OR <b>\$ 0.150 (a)</b>	\$0
Distribution Charge: per kWh			
On-peak (b)	<b>\$ 0.00886</b>	<b>\$0.00869</b> OR <b>\$ 0.00091 (a)</b>	\$0
Off-peak (c)	<b>\$ 0.00886</b>	<b>\$ 0.00869</b> OR <b>\$ 0.00091 (a)</b>	\$0
Power Factor Demand Charge: per kW of Power Factor Demand	<b>\$13.425</b>	<b>\$ 13.206</b>	<b>\$ 8.985</b>

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

- (a) Charge for customer who takes service at 13,200 volts or greater, but less than 69,000 volts, directly from a company-owned substation transformer, and is served using no company-owned primary lines.  
(b) General Primary on-peak usage is the energy in kilowatt-hours delivered during the on-peak period selected by the customer. The two on-peak periods available are: 8:00 a.m. to 8:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.  
(c) General Primary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

(Continued on Sheet No. D-30.00)

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**GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3**  
**(Continued from Sheet No. D-29.00)**

**MINIMUM CHARGE**

The monthly minimum charge shall be the **Fixed** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, plus the charge for 300 kilowatts of measured on-peak demand, plus the charge for 300 kW of customer maximum demand.

**RATE REALIGNMENT ADJUSTMENT**

*See Schedule RRA starting on Sheet D-157.00.*

**LATE PAYMENT CHARGE**

A one and one half percent (1.5%) per month Late Payment Charge will be applied to outstanding charges past due.

**DETERMINATIONS OF DEMAND**

**Measured Demands:**

- (a) Measured demand shall be the average rate at which energy is used for a period of 15 consecutive minutes as ascertained by a watthour meter and an associated electronic recorder or other standard measuring device.
- (b) Measured on-peak demand shall be the maximum measured demand established during on-peak hours within for the billing period. Unless specified to the contrary in writing by six months prior written notice to customer, provided the on-peak period does not exceed twelve hours per day, on-peak hours shall be either from 8:00 a.m. to 8:00-p.m. or from 10:00 a.m. to 10:00 p.m., as selected by the customer, prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (c) Measured off-peak demand shall be the maximum demand within the billing period which is established during off-peak hours for the billing period. Off-peak hours are those hours not designated as on-peak hours.

**Customer Maximum Demand:**

Customer maximum demand shall be the maximum measured demand which occurs during either the on or off-peak period, in the current or preceding 11 billing periods.

**Power Factor Demand:**

The distribution demand charges are based on a standard power factor of 85 percent. The customer's monthly Power Factor Demand is determined as follows:

- (a) For Power Factors at 85 %:  
Power Factor Demand = 0
- (b) For Power Factors below 85%:  
Power Factor Demand = [(Measured On-peak Demand) (.65) (0.85 - Peak Power Factor)]
- (c) For Power Factors above 85%:  
Power Factor Demand = [(Measured On-peak Demand) (.50) (0.85 - Peak Power Factor)]

The peak power factor shall be calculated from the kilowatt-hours "A", as obtained from the watt-hour meter, and the use of lagging kilovolt-ampere reactive hours "B", as obtained from a ratcheted reactive component meter, which are used during the same 15 minute period in which the maximum measured demand occurs by the following formula:

$$\text{Peak Power factor} = A \text{ divided by square root of } (A^2 + B^2)$$

**Contract Firm Demand**

Customers served under this rate must enter into a contract that specifies a contract firm demand level. The customer may re-nominate a contract firm demand once during a calendar year subject to approval by the Company. The Company shall provide one hour notice of a curtailment; however, notification may be less than one hour during unmanageable capacity situations which require curtailment of loads to maintain system standards of operation. Upon notification by the Company of a capacity curtailment, the customer has one hour, or less, to curtail demand to their contract firm demand level and remain at or below their contract firm demand for the entire curtailment period. The customer shall not be required to curtail their demand for a curtailment period due to system energy economy reasons.

(Continued on Sheet No. D-31.00)

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**GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3**  
**(Continued from Sheet No. D-30.00)**

**DETERMINATIONS OF DEMAND (Cont.):**

**Curtailable Demand**

If Measured On-peak Demand is greater than the Contract Firm Demand, then:

Curtailable Demand = (Measured On-peak Demand - Contract Firm Demand)

If Measured On-peak Demand is less than the Contract Firm Demand, then:

Curtailable Demand = 0

**CONDITIONS OF DELIVERY**

1. General Primary – Time-of-Use, Rate Schedule No. Cp 1, Conditions of Delivery apply.
2. A customer may make a one-time election to take service under this rate schedule for a trial period of twelve consecutive months. The customer must execute a contract which specifies that the customer will notify the Company at least 30 days before trial period ends whether the customer will continue the curtailable service contract for a minimum of three more years. The curtailable service contract will contain a provision which, absent notice, will automatically extend the contract for an additional year from each anniversary date.
3. If the customer terminates the contract described above prior to the date of termination as set forth in said contract, the customer will pay to the Company a cancellation charge equal to the sum of the curtailable credits as shown on the customer's bills for the most recent 12 month period. The cancellation charge will not apply if the customer executes a contract to take service, effective the day following termination of their existing non-firm contract, under another of the Company's non-firm rate schedules which has a 3 year rolling contract term, provided that there is no increase in on-peak firm demand for the duration of the current contract term which is defined as the remaining term as of the next anniversary date of the contract. For example, if the contract has a three year term with an anniversary date of April 30, 2006, and the change is requested prior to April 30, 2006, then no additional firm load may be added until May 1, 2009. After that date, changes may be made only in accordance with tariff requirements.  
  
At the sole discretion of the Company, other customer requests to waive this cancellation fee may be considered and granted, but only under extraordinary circumstances such as a systemic and sustained change in Customer production levels.
4. If the customer's curtailable demand is less than 500 kW for any three months of a consecutive twelve month period, the Company may suspend service under this rate and thereafter serve the customer under the appropriate rate.
5. For purposes of determining the customer's eligibility for this rate, the customer's curtailable demand will be the difference between the customer's maximum measured on-peak demand during the last consecutive twelve month period and the customer's proposed contract firm demand. Curtailable service under this rate may be refused if the Company believes the load to be curtailed will not provide adequate load reduction when the Company desires curtailment. The Company will notify the customer of the Company's refusal to provide service under this rate and the Company will inform the customer of the customer's right to ask for a Commission review of the Company's refusal of service.
6. The customer shall, at its expense, install all apparatus and materials necessary for the measurement of the curtailment of load. The customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.

(Continued on Sheet No. D-32.00)

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**GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3**  
**(Continued from Sheet No. D-31.00)**

CONDITIONS OF DELIVERY (Cont.)

7. Service under this rate shall be subject to curtailment at the sole discretion of the Company. The sum of capacity curtailments and system energy economy constraints will not exceed 300 hours of curtailment in any calendar year. The Company will limit the duration of any one curtailment to eight hours between the hours of 8:00 a.m. and 10:00 p.m. prevailing time. Brief period of curtailment (periods that are less than four hours duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind, and other physical causes other than intentional curtailment by the Company shall not be considered in determining the hours of curtailment.
8. Service under this rate shall be subject to: a) curtailments due to capacity constraints, during which the customer must curtail load or be charged a penalty, and b) system energy economy constraints, during which the customer may elect to either drop load or pay the additional charge for energy use.

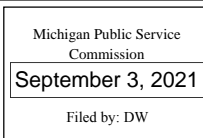
Capacity Curtailments: The customer shall receive a one hour notice *or less* of capacity curtailments. The customer shall be charged a penalty for each occurrence in which the customer fails to curtail load to or below the contract firm demand level during the entire period of a capacity curtailment. ***Where the customer received less than a one hour notice of a capacity curtailment, the customer will not be charged a penalty for failure to curtail load, as required under the provisions of this tariff, during that first hour of the curtailment period. The penalty shall be \$3.50 per kilowatt-hour for all energy recorded during the capacity curtailment period above the customer's contract firm demand level plus the customer's share of actual costs and penalties assessed to the utility by MISO, ATC, and other regulatory bodies.*** The Company may suspend service under this rate and thereafter serve the customer under the appropriate rate if the customer fails to curtail service twice in any consecutive twelve month period.

System Energy Economy Constraints: The customer shall receive one hour notice of system energy economy constraint which will include the projected system avoided costs for power plus 10% for the economy constraint period for all energy used above the contract firm demand level. An example of determination of the additional charge is shown below:

System Avoided Cost of Power Plus 10% per kWh	\$0.1200
On-Peak Energy per kWh at Existing Rate	\$0.0800
Additional Charge per kWh	\$0.0400

9. Should the customer, because of fire, strike, demonstrations, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from utilizing the power service contracted for, the Company will waive Paragraph 3 of these Conditions of Delivery for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.
10. The customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the curtailable load.
11. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.
12. Curtailable service shall not be used as standby for any other forms of energy or fuel. Customers with their own generating equipment shall be required to separately meter such equipment or demonstrate the separation of curtailable loads from the generation.

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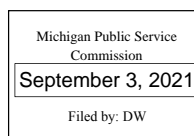
**GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3**  
**(Continued from Sheet No. D-32.01)**

**CONDITIONS OF DELIVERY (Cont.)**

- 13. Where the Company is required to provide notice regarding a capacity curtailment or system energy economy constraint event under the provisions of this tariff, such notice shall be given via the Company's Customer Notification System (CNS). The CNS will send messages to customers via the customer's selected communication preference(s) of text (SMS), email and phone. Message(s) shall clearly identify an event as either a capacity curtailment or system energy economy constraint; provide the start time for the event period; provide the end time for the event period; provide estimated prices for system energy economy constraints; and inform customers of revisions and/or cancellations.*
- 14. The Company shall perform curtailable compliance tests on an annual basis. A compliance test shall not be performed by the Company if the customer experienced an actual capacity curtailment that was successfully implemented and recorded within the last twelve months. At its sole discretion, the Company may waive annual compliance testing. The necessity of an actual curtailment or simulation shall be under the sole control of the Company. A customer may request a real power actual curtailment test. A customer requested real power actual curtailment test will be performed upon a determination by the Company that it can accommodate the request, where such determination is under the sole control of the Company. It is the intent of the Company that the duration of curtailment for test purposes will not be extended beyond the time necessary to satisfy the conditions of the test. For Company initiated actual curtailment tests, penalty billing may apply if an actual curtailment is not successfully completed. No penalty billing shall apply for a customer requested real power actual curtailable test.*
- 15. The Company will initiate contact with customers annually to review customer obligations, verify contact information, attempt to obtain multiple contact information for each customer site, and offer assistance as needed. The Company may initiate contact on a more frequent basis.*

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY STANDBY RATE  
Cp4**

**AVAILABILITY**

To customers contracting for three-phase 60 hertz full requirements or retail access power service at approximately 2,400 volts or higher for periods of one year or more (see Conditions of Delivery No. 3) that have a generator that normally operates in parallel with the Company's system and serves load which will transfer from the customer's to the Company's system during planned and/or unplanned outages of the customer's generation. Standby service has limitations, more fully described in the Terms and Conditions section, when used in conjunction with curtailable or interruptible service at the same location.

**RATES:** (for service at primary voltages)

$\leq 4,160$ volts	$> 4,160$ to $< 69,000$ volts	$\geq 69,000$ volts
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**Power Supply Charges:** These charges are applicable to Full Requirements service.

Capacity Demand Charge: per kW of Billed Demand

	<b>\$16.580</b>	<b>\$ 16.266</b>	<b>\$ 15.942</b>
Standby Demand Charge: per kW	\$1.748	\$1.715	\$1.680

Standby Energy: In addition to the charges below, Standby Energy will be billed at the system avoided cost of power plus 10% per kWh, less the appropriate on or off-peak energy charge per kWh (including the Power Supply Recovery Factor), but not less than zero.

Non-Capacity Energy Charge: per kWh

On-peak (b)	<b>\$ 0.08073</b>	<b>\$ 0.07890</b>	<b>\$ 0.07733</b>
Off-peak (c)	<b>\$ 0.05269</b>	<b>\$ 0.05150</b>	<b>\$ 0.05048</b>

**Delivery Charges:** These charges are applicable to Full Requirements and Retail Access service.

**Fixed** Charge: per day

First metering point	\$20.21918	\$20.21918	\$20.21918
Per additional metering point	\$6.57534	\$6.57534	\$6.57534

Demand Charge: per kW of Maximum Total Demand

<b>\$ 3.181</b>	<b>\$ 3.120 OR</b>	<b>\$0</b>
	<b>\$ 0.150 (a)</b>	

Distribution Charge: per kWh

On-peak (b)	<b>\$ 0.00886</b>	<b>\$ 0.00869 OR</b>	<b>\$0</b>
		<b>\$ 0.00091 (a)</b>	
Off-peak (c)	<b>\$0.00886</b>	<b>\$ 0.00869 OR</b>	<b>\$0</b>
		<b>\$ 0.00091 (a)</b>	

Power Factor Demand Charge: per kW of Peak Power Factor Demand

<b>\$ 13.425</b>	<b>\$ 13.206</b>	<b>\$ 8.985</b>
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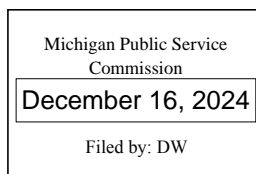
Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

- (a) Charge for customer who takes service at 13,200 volts or greater, but less than 69,000 volts, directly from a company-owned substation transformer, and is served using no company-owned primary lines.
- (b) Customers shall select one of two on-peak periods which shall be either from 8:00 a.m. to 8:00 p.m. or from 10:00 a.m. to 10:00 p.m., as selected by the customer, prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (c) The off-peak period shall be those hours not designated as on-peak.

The customer's selection will remain in effect for at least one year and may be changed, at the customer's request, once a year, thereafter.

(Continued on Sheet No. D-34.00)

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY STANDBY RATE**

**Cp4**

**(Continued from Sheet No. D-33.00)**

**MINIMUM CHARGE**

The monthly minimum charge shall be the applicable **Fixed** Charge plus the charge for 300 kW of billed demand, plus the charge for 300 kW of customer maximum demand, plus the charge for Stand-by demand applied to the demand levels as set forth in the customer's contract for service.

**LATE PAYMENT CHARGE**

A 1.5% per month late payment charge will be applied to outstanding charges past due.

**RETAIL ACCESS OPTION**

Customers who meet the availability requirements of the Cp4 rate schedule may contract for retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Power Supply Capacity Demand Charge above, not subject to Power Supply surcharges and credits or to the monthly billed demand minimum, if their Alternative Electric Supplier has not secured generation capacity for the customer. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

**CONDITIONS OF DELIVERY**

See Sheet No. D-27.01. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

**DEFINITIONS FOR DETERMINING BILLED QUANTITIES**

The demand charges, set forth above, for billed demand, reserved demand, and unreserved energy, will apply to the demands as determined in accordance with the following definitions and terms.

Measured Demand shall be the average rate of energy flow for a period of 15 consecutive minutes as ascertained by a watthour meter and an associated electronic recorder or other standard measuring device.

Generator Supplied Demand *is* the Measured Demand for each 15-minute period from the metering on the customer's generating equipment for which the customer has contracted for standby service.

Company Supplied Demand *is* the sum of the Measured Demand for each 15-minute period of all the customer's interconnections with the Company at one site compensated for service voltage differences.

Total Demand is the sum of on peak Generator Supplied Demand and Company Supplied Demand for each 15-minute period.

Maximum Total Demand is the highest value of Total Demand occurring during the current or preceding 11 billing periods.

Maximum Total On-peak Demand is the highest value of Total Demand occurring during the on-peak period during the billing periods.

Reserved Demand is the amount of capacity contracted for replacement of the customer's generation during outages. Such Reserve Demand may be renominated by the customer once every 12 months upon two months written notice to the Company.

Standby Demand equals the Reserved Demand for the month and is the same for each 15-minute period.

(Continued on Sheet No. D-35.00)

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY STANDBY RATE**  
**Cp4**  
**(Continued from Sheet No. D-34.00)**

**DEFINITIONS FOR DETERMINING BILLED QUANTITIES (Contd.)**

Billed demand is the Maximum Total On-Peak Demand less Standby Demand.

Standby Energy for each 15-minute period equals [Company Supplied Demand in that 15-minute period less Billed Demand] divided by 4, but not less than zero. Standby Energy is zero during Company approved, prescheduled maintenance periods.

Power Factor Demand:

The distribution demand charges are based on a standard power factor of 85 percent. The customer's monthly Power Factor Demand for each 15-minute period is determined as follows:

- (a) For Power Factors at 85 %:  
Power Factor Demand = 0
- (b) For Power Factors below 85%:  
Power Factor Demand = [(Measured On-peak Demand) (.65) (0.85 - Peak Power Factor)]
- (c) For Power Factors above 85%:  
Power Factor Demand = [(Measured On-peak Demand) (.50) (0.85 - Peak Power Factor)]

The power factor shall be calculated from the kilowatt-hours "A", as obtained from the watthour meter, and the lagging kilovolt ampere reactive hours "B", as obtained from a ratcheted reactive component meter, which are used during the same 15 minute period by the following formula:

$$\text{Peak power factor} = A \text{ divided by square root of } (A^2 + B^2)$$

Peak Power Factor Demand is the Power Factor Demand at the time of the Maximum Total On-Peak Demand.

**CONDITIONS OF DELIVERY**

1. General Primary – Time-of-Use, Rate Schedule No. Cp 1, Conditions of Delivery apply. Service will be provided to the customer at the same location under Cp 2 – Interruptible Service only when the customer's circuits are arranged so that none of the interruptible load can be transferred to the Company's system through service under this or any other rate. Service will be provided to the customer at the same location under Cp 3 – Curtailable Service only when the curtailable load is isolated through separate circuits or submetering. Additional service under Cp 2 and Cp 3 will be separately billed from standby service under the provisions of the applicable tariff. The customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the curtailable or interruptible loads.
2. Subject to the written approval of the Company, the customer will be allowed to preschedule up to two maintenance outages per year (for a total of 10 on-peak days) at times when the Company's system is capable of supplying the standby demand on a firm basis. The customer shall request a maintenance period at least 90 days in advance. The Company will consider and try to supply maintenance power on less than 90 days customer request in extenuating circumstances.
3. A customer commencing service under this rate schedule must execute a contract with a provision which, absent notice, will automatically extend the contract for five years from each anniversary date. The contract will contain an identification of the customer's generator for which standby service on this rate is to be provided.

*(Continued on Sheet No. D-35.01)*

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY STANDBY RATE**  
**Cp4**  
**(Continued from Sheet No. D-35.00)**

CONDITIONS OF DELIVERY (Contd.)

4. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Company's rules and regulations pertaining to primary substation installation and shall at all times be kept suitable for operation by the power furnished.
5. Should the customer, because of fire, strike, demonstrations, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from utilizing the power service contracted for, the Company will waive the minimum demand charges for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.
6. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A**

**AVAILABILITY**

To CMP Holdings LLC d/b/a Verso Papers LLC at their 138/13.8 kilovolt substation in Quinnesec, Michigan.

**HOURS OF SERVICE:** Twenty-four.

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, three-phase at 138,000 volts.

**RATE**

**Power Supply Charges:** These charges are applicable to Full Requirements service.

Capacity Demand Charge: \$22.136 per kW of billed demand  
Subject to a minimum monthly demand charge of 300 kW of billed demand.

Standby Demand Charge: \$0.919 per kW  
Non-Capacity Energy Charge: \$0.04686 per kWh On-peak  
\$0.03059 per kWh Off-peak

Additional Charge for Standby Energy:

In addition to the charges above, Standby Energy will be billed at the following rates:

\$0.03000 per kWh On-peak  
\$0.02000 per kWh Off-peak

Curtailable Credit: per kW of Curtailable On-Peak Demand

Determined by application of the following formula where the credit per kW per on-peak hours of use equals \$0.01910:

$$(A*B)*\frac{C}{D} \text{ where}$$

- A = credit per kW per on-peak hour of use  
B = actual curtailable on-peak hours of use, determined by dividing the on-peak curtailable kWh for the billing period by the curtailable on-peak demand  
C = 255 hours  
D = on-peak hours in the billing period minus actual hours of curtailment in the billing period

**Delivery Charges:** These charges are applicable to Full Requirements and Retail Access service.

Demand Charge: \$0.196 per kW of Maximum Total demand  
Subject to a minimum monthly demand charge of 300 kW of Maximum Total Demand.

Power Factor Demand Charge: \$12.184 per kW of Peak Power Factor Demand  
Distribution Charge: \$0.00122 per kWh of on-peak and off-peak energy

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

For Determination of Demand, see Sheet No. D-36.00 – D-38.00

**MINIMUM CHARGE**

The monthly minimum charge shall be the Demand Charges, the Renewable Energy surcharge and the Energy Waste Reduction surcharge.

**LATE PAYMENT CHARGE**

A 1.5% per month Late Payment Charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-37.00)

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A**  
**(Continued from Sheet No. D-36.00)**

**RETAIL ACCESS OPTION**

Customers who meet the availability requirements of the Schedule A rate schedule may contract for retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. ***Additionally, retail access customers shall pay the Power Supply Capacity Demand Charge above, not subject to Power Supply surcharges and credits or to the monthly billed demand minimum, if their Alternative Electric Supplier has not secured generation capacity for the customer.*** Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

**CONDITIONS OF DELIVERY**

See Sheet No. D-39.00 In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

**DEFINITIONS:**

**On-peak energy** is the energy in kilowatt-hours as ascertained by metering installed by the Company delivered during the on-peak period selected by the customer (8:00 a.m. to 8:00 p.m. or 10:00 a.m. to 10:00 p.m. prevailing time), Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Off-peak energy** is the energy in kilowatt-hours as ascertained by metering installed by the Company delivered during all hours other than on-peak hours.

**Measured Demand** is the average rate of energy flow for a period of 15 consecutive minutes as ascertained by a watt hour meter and an associated electronic recorder or other standard measuring device. The 15-minute periods are from the top of the hour to 0015, from 0015 to 0030, from 0030 to 0045, and from 0045 to 0000.

**Company Supplied Demand** is the sum of the Measured Demand for each 15-minute period of all the customer's interconnections with the Company at this site.

**Generator Supplied Demand** is the measured demand for each 15-minute period as ascertained by metering on the customer's generating equipment for which the customer has contracted for standby service.

**Total Demand** is the sum of Company Supplied Demand and Generator Supplied Demand for each 15-minute period.

**Maximum Total Demand** is the highest value of Total Demand occurring during the current or preceding 11 billing periods.

**Maximum Total On-peak Demand** is the highest value of Total Demand occurring during the on-peak period during the billing period.

**Reserved Demand** is the amount of capacity contracted for replacement of the customer's generation during outages. The customer may contract for a Reserved Demand amount which can change monthly, subject to a monthly minimum demand of 24 MW. The customer may request a monthly Reserved Demand amount lower than 24 MW if its operations change fundamentally, subject to written approval by the Company.

**Standby Demand** equals the Reserved Demand for the month and is the same for each 15-minute period.

**Billed Demand** is Maximum Total On-peak Demand less Standby Demand.

**Standby Energy** for each 15-minute period equals [Company Supplied Demand in that 15-minute period less Billed Demand] divided by 4, but not less than zero. Standby Energy is zero during Company approved, prescheduled maintenance periods.

Continued on Sheet No. D-38.00)

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A**  
**(Continued from Sheet No. D-37.00)**

**DEFINITIONS (Cont.):**

**Power Factor Demands**

The demand charges herein are based on a power factor of 95 percent. Power Factor Demand shall be determined for each 15-minute period by one of the following formulas:

(a) For lagging power factors greater than or equal to 90%

Power Factor demand = 0

(b) For lagging power factors below 90%.

Power Factor demand = Company Supplied demand  $\div (0.65) \times (0.95 - \text{power factor})$

(c) The customer may not operate with a leading power factor without permission from the Company.

The power factor shall be calculated from the kilowatt hours "A" as obtained from the watt hour meter and lagging/leading kilovolt-ampere reactive hours "B" as obtained from a ratcheted reactive component meter, which are used during the same 15 minute period by the following formula:

Power Factor = "A" divided by square root of ("A"<sup>2</sup> + "B"<sup>2</sup>)

**Peak Power Factor Demand** is the Power Factor Demand at the time of the Maximum Total On-Peak Demand.

**Curtailable Demand** is the Measured Demand of the isolated and separately sub-metered load that the customer will reduce during a curtailment period in each 15-minute period.

**On-Peak Curtailable kWh** is the sum of the Curtailable Demand in each 15-minute period during the on-peak period divided by 4.

**Curtailment On-Peak Demand** is the highest value of the Curtailable Demand in any 15-minute period during the on-peak period.

**Maintenance Period**

Customer may annually preschedule a total of 14 days of maintenance, subject to written customer notification normally provided at least 45 days in advance and written Company approval normally provided 30 days in advance. Once during every five year period, the customer may schedule an additional 14 days for a total of up to 28 days for major maintenance, subject to written Company approval.

**Curtailment Provisions**

The isolated and separately sub metered load that the customer will reduce during a curtailment period under this rate shall be subject to curtailment at the sole discretion of the Company. The sum of capacity curtailments and system energy economy constraints will not exceed 300 hours of curtailment in any calendar year. The Company will limit the duration of any one curtailment to eight hours between the hours of 8:00 a.m. and 10:00 p.m. prevailing time. Brief periods of curtailment (periods that are less than four hours duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind, and other physical causes other than intentional curtailment by the Company shall not be considered in determining the hours of curtailment.

The isolated and separately sub-metered load that the customer will reduce during a curtailment period under this rate shall be subject to: a) curtailments due to capacity constraints, during which the customer must curtail load ***to zero for the entire curtailment period*** or be charged a penalty, and b) system energy economy constraints, during which the customer may elect to either drop load or pay the additional charge for energy use.

(Continued on Sheet No. D-39.00)

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A**  
**(Continued from Sheet No. D-38.00)**

**DEFINITIONS (Cont.):**

**Capacity Curtailments:** The customer shall receive a one hour notice *or less during unmanageable capacity situations which require curtailment of loads to maintain system standards of operation.* The customer shall be charged a penalty for each occurrence in which the customer fails to curtail its separately metered curtailable load *to zero* during the entire period of a capacity curtailment. *Where the customer received less than a one hour notice of a capacity curtailment, the customer will not be charged a penalty for failure to curtail load during that first hour of the capacity curtailment period.* The penalty shall be *\$3.50 per kilowatt-hour for all energy recorded during the capacity curtailment period plus the customer's share of actual costs and penalties assessed to the utility by MISO, ATC, and other regulatory bodies.* The Company may suspend curtailable service under this rate and thereafter serve the curtailable load as firm load if the customer fails to curtail service twice in any consecutive twelve month period.

**System Energy Economy Constraint:** The customer shall receive a one hour notice of a system energy economy constraint which will include the projected system avoided costs for power plus 10% for the economy constraint period for all energy used by the isolated, separately metered curtailable load. An example of determination of the additional charge is shown below:

\$0.1200	System Avoided Cost of Power Plus 10% per kWh
<u>\$0.0800</u>	On-peak Energy per kWh at Existing Rate (Sum of On-Peak Delivery and Energy Charges)
\$0.0400	Additional Charge per kWh

The customer must notify the Company at least 30 days before the end of the calendar year if the customer does not want to continue under a curtailable buyout agreement for the subsequent twelve month period. Absent notification, the curtailable buyout agreement will be extended every year for a twelve month period.

**CONDITIONS OF DELIVERY**

1. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Electric Service Rules and Regulations of the Company pertaining to primary substation installation and shall at all times be kept suitable for operation by the power furnished. Any customer receiving service under this rate who requires lighting regulation shall furnish, install, operate and maintain the necessary regulating equipment at his expense.
2. The customers shall abide by the conditions of purchase for rate schedule Cgs1.
3. If the customer's off-peak demand exceeds the on-peak demand to the extent that the installation of additional facilities is required, then the customer shall pay for such additional facilities.
4. Should the customer, because of fire, strike, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from operating that equipment installed for the utilization of the power service contracted for, the Company will waive the monthly minimum demand charge for such period and such period will not be used in the computation of future monthly minimum demands; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.
5. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.
6. Service under this rate shall be furnished only in accordance with the Electric Service Rules and Regulations of the Company.

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Vice-President,  
Milwaukee, Wisconsin



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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A**  
**(Continued from Sheet No. D-39.01)**

**CONDITIONS OF DELIVERY (Cont.)**

7. The Company shall not be obliged to maintain a service connection for standby or breakdown service under this rate beyond that contracted for under reserved demand.
8. Energy furnished under this rate shall not be resold, except as provided in the Electric Service Rules and Regulations of the Company.
9. *Where the Company is required to provide notice regarding a capacity curtailment or system energy economy constraint event under the provisions of this tariff, such notice shall be given via the Company's Customer Notification System (CNS). The CNS will send messages to customers via the customer's selected communication preference(s) of text (SMS), email and phone. Message(s) shall clearly identify an event as either a capacity curtailment or system energy economy constraint; provide the start time for the event period; provide the end time for the event period; provide estimated prices for system energy economy constraints; and inform customers of revisions and/or cancellations.*
10. *The Company shall perform curtailable compliance tests on an annual basis. A compliance test shall not be performed by the Company if the customer experienced an actual capacity curtailment that was successfully implemented and recorded within the last twelve months. At its sole discretion, the Company may waive annual compliance testing. The necessity of an actual curtailment or simulation shall be under the sole control of the Company. A customer may request a real power actual curtailment test. A customer requested real power actual curtailment test will be performed upon a determination by the Company that it can accommodate the request, where such determination is under the sole control of the Company. It is the intent of the Company that the duration of curtailment for test purposes will not be extended beyond the time necessary to satisfy the conditions of the test. For Company initiated actual curtailment tests, penalty billing may apply if an actual curtailment is not successfully completed. No penalty billing shall apply for a customer requested real power actual curtailable test.*
11. *The Company will initiate contact with customers annually to review customer obligations, verify contact information, attempt to obtain multiple contact information for each customer site, and offer assistance as needed. The Company may initiate contact on a more frequent basis.*

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**GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –  
LARGE CURTAILABLE CONTRACT RATE CpLC**

**AVAILABILITY**

To customers contracting for three-phase 60 hertz full requirements power service at approximately 13.8 kilovolts or higher with a minimum of 50 megawatts of curtailable load. If the curtailable load is on isolated and separately metered circuits, it will be treated as a separate service to the Customer. Customers are required to remain on the selected on-peak period for at least one year.

<u>RATES</u> (for service at primary voltages)	13.8 kV	≥69
<u>Distribution Charges:</u>	<u>to &lt;69 kV</u>	<u>kV</u>
<b>Fixed</b> Charge: per day	\$20.21918	\$20.21918
Demand Charge: Per kW of Customer Maximum Demand	\$4.231 OR \$0.187(a)	\$0.00
Delivery Charge: Per On- and Off-Peak kWh	\$0.01180 OR \$0.00029(a)	\$0.00
Power Factor Demand Charge: Per kW of Power Factor Demand	\$6.814	\$6.625
<u>Power Supply Charges:</u>		
Capacity Demand Charge: per kW of Measured On-peak Demand	\$18.565	\$18.170
Curtailement Demand Credit: Per kW of Maximum Measured On-Peak Customer Curtailable Demand	\$5.635	\$5.560
Non-Capacity Energy Charge: per kWh		
On-Peak (b)	\$0.04955	\$0.04850
Off-Peak (c)	\$0.03482	\$0.03408

- (a) Charge for Customer that takes service at 13,800 volts or greater, but less than 69,000 volts, directly from a Company-owned substation transformer, and is served using no Company-owned primary lines.
- (b) General Primary on-peak usage is the energy in kilowatt-hours delivered during the on-peak period selected by the Customer. The two on-peak periods available are: 8:00 a.m. to 8:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (c) General Primary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

For Determination of Demand, see Sheet Nos. D-40.00 – D-41.00.

Subject to Power Supply Cost Recovery Factor.

Power Supply and Distribution charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

**MINIMUM CHARGE**

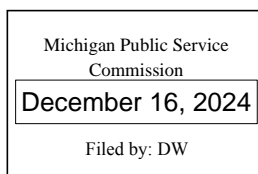
The monthly minimum charge shall be the **Fixed** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, plus the Demand Charge for Contract Demand. Contract Demand shall be no less than 50 megawatts.

**LATE PAYMENT CHARGE**

A 1.5% per month Late Payment Charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-41.00)

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**GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –  
LARGE CURTAILABLE CONTRACT RATE CpLC  
(Continued from Sheet No. D-40.00)**

Power Factor Demand:

Demand charges in this rate schedule are based on a standard power factor of 1.00. The power factor shall be calculated from the kilowatt-hours "A", as obtained from the watt-hour meter, and the kilovolt-ampere reactive hours "B", as obtained from a leading/ lagging reactive component meter, which are used during the same 60 minute period in which the maximum measured on-peak demand occurs by the following formula:

Peak Power Factor = A divided by square root of (A<sup>2</sup> + B<sup>2</sup>)

- (a) For Power Factors between 98% leading and 90% lagging:  
Power Factor Demand = 0
- (b) For lagging Power Factors below 90%:  
Power Factor Demand = (Contract Demand) x (0.65) (1 - Peak Power Factor)
- (c) For leading Power Factors below 98%:  
Power Factor Demand = (Contract Demand) x (1 - Peak Power Factor)

OTHER DETERMINATIONS OF DEMAND:

1. Measured Demands:

- (a) Measured demand shall be the rate at which energy is used for a period of 60 consecutive minutes as ascertained by a watt-hour meter and an associated electronic recorder or other standard measuring device.
- (b) Measured on-peak demand shall be the maximum measured demand established during on-peak hours within the billing period.

2. Contract Demands

A Customer served under this rate schedule must enter into a contract that specifies a Contract Firm Demand level, and Contract Curtailable Demand level, each specified in kW. Seasonal variances between summer and non-summer demand nomination levels will be allowed for service under the CpLC tariff per terms and conditions in the service contract.

The Customer may, in its sole discretion, re-nominate its Contract Demand levels by providing written notice to the Company of its revised nominations at least 60 days prior to the contract anniversary date. Revised Contract Demand levels shall take effect on the contract anniversary date and shall remain in effect until the effective date of any subsequent Contract Demand re-nominations.

***Upon notification by the Company, the customer has one hour, or less during unmanageable capacity situations which require curtailment of loads to maintain system standards of operation, to curtail demand to the curtailment demand level specified by the Company, but no less than the Contract Firm Demand level, and remain at or below the curtailment demand level for the entire curtailment period.***

3. Curtailable Demand

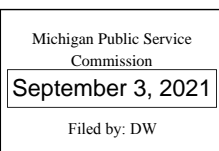
Curtailable Demand is that portion of measured demand that exceeds the Contract Firm Demand. If Measured Demand is less than the contract Firm Demand level, Curtailable Demand = 0.

4. Customer Maximum Demand

Customer maximum demand shall be the maximum measured demand which occurs during either the on- or off-peak period, in the current or preceding 11 billing periods.

(Continued on Sheet No. D-42.00)

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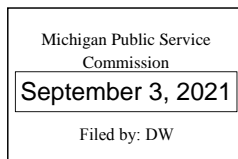
**GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –  
LARGE CURTAILABLE CONTRACT RATE CpLC  
(Continued from Sheet No. D-41.00)**

CONDITIONS OF DELIVERY

1. The Customer must execute an initial one year contract which specifies, among other terms of service, that the Customer will notify the Company at least 30 days before the contract ends as to whether the Customer will continue the curtailable service contract for a minimum of three more years or execute a new contract for service under the appropriate firm service rate. The curtailable service contract will contain a provision which, absent notice, will automatically extend the contract for three years from each anniversary date. At any time, the Customer may terminate the curtailable service contract before its expiration date without penalty. Further, nothing in this tariff prevents the Customer at any time from engaging in self generation or seeking service from an alternative electric supplier to serve all or a portion of its load. However, load removed from the service contract for the reasons of self-service or service from an AES will not be eligible for firm service under this tariff for the remainder of the contract term in place at the time such load is removed from the service contract.
2. If the Customer's curtailable demand is less than 50 MW for any three consecutive months, the Company may suspend service under this rate and thereafter serve the Customer under the appropriate rate.
3. For purposes of determining the Customer's eligibility for this rate, the Customer's curtailable demand will be the difference between the Customer's maximum measured demand during the last consecutive twelve month period and the Customer's proposed Contract Firm Demand.
4. The Customer shall, at its expense, install all apparatus and materials necessary for the measurement of the curtailment of load. The Customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.
5. Service under this rate shall be subject to curtailment solely due to capacity constraints. The sum of capacity curtailment hours will not exceed 300 hours in any calendar year. Brief periods of curtailment (periods that are less than four hours in duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind and other physical causes, other than intentional curtailment by the Company, shall not be considered in determining the hours of curtailment.
6. The Customer shall be charged a penalty for each occurrence in which the Customer fails to curtail load during a period of curtailment. ***Where the customer received less than a one hour notice of a curtailment, the customer will not be charged a penalty for failure to curtail load as required under the provisions of this tariff during that first hour of the curtailment period.*** In the event of a full curtailment, the penalty shall be ***\$3.50 per kilowatt-hour for all energy recorded during the curtailment period*** above the Customer's contract firm demand ***plus the customer's share of actual costs and penalties assessed to the utility by MISO, ATC, and other regulatory bodies.*** In the event of a partial curtailment, the penalty shall be ***\$3.50 per kilowatt-hour for all energy recorded during the curtailment period*** above the Company's requested curtailment level ***plus the customer's share of actual costs and penalties assessed to the utility by MISO, ATC, and other regulatory bodies.*** The Company may suspend service under this rate if the Customer fails to curtail service twice in any consecutive twelve month period, and thereafter serve the Customer under the appropriate rate.

(Continued on Sheet No. D-43.00)

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Milwaukee, Wisconsin



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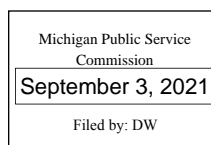
**GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –  
LARGE CURTAILABLE CONTRACT RATE CpLC  
(Continued from Sheet No. D-42.00)**

CONDITIONS OF DELIVERY (Cont.)

7. Should the Customer, because of fire, strike, lockout, demonstrations, environmental causes, regulatory constraints, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes, be prevented from utilizing the power service as contracted, the Company will waive Paragraph 2 of these Conditions of Delivery for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the Customer notifies the Company in writing within six days of the Customer's inability to use said power service, specifying reasons therefore. In no event shall the period of deferral last longer than two (2) months.
8. The Customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the curtailable load.
9. The Company shall use reasonable diligence in furnishing an uninterrupted and regular supply of power, but it shall not be liable for interruptions, deficiencies, or imperfections of electric service provided under this rate except to the extent of a prorated reduction of the demand charge provided herein.
10. Customers with their own generating equipment shall be required to separately meter such equipment.
11. *Where the Company is required to provide notice of a curtailment under the provisions of this tariff, such notice shall be given via the Company's Customer Notification System (CNS). The CNS will send messages to customers via the customer's selected communication preference(s) of text (SMS), email and phone. The message(s) will clearly identify the event; provide the start time for the event period; provide the end time for the event period; identify the curtailment demand level specified by the Company; and inform customers of revisions and/or cancellations.*
12. *The Company shall perform curtailable compliance tests on an annual basis. A compliance test shall not be performed by the Company if the customer experienced an actual curtailment that was successfully implemented and recorded within the last twelve months. At its sole discretion, the Company may waive annual compliance testing. The necessity of an actual curtailment or simulation shall be under the sole control of the Company. A customer may request a real power actual curtailment test. A customer requested real power actual curtailment test will be performed upon a determination by the Company that it can accommodate the request, where such determination is under the sole control of the Company. It is the intent of the Company that the duration of curtailment for test purposes will not be extended beyond the time necessary to satisfy the conditions of the test. For Company initiated actual curtailment tests, penalty billing may apply if an actual curtailment is not successfully completed. No penalty billing shall apply for a customer requested real power actual curtailable test.*
13. *The Company will initiate contact with customers annually to review customer obligations, verify contact information, attempt to obtain multiple contact information for each customer site, and offer assistance as needed. The Company may initiate contact on a more frequent basis.*

(Continued on Sheet No. D-44.00)

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**STANDARD STREET RATE Ms2 (Closed to New Customers)**

**AVAILABILITY**

To municipalities and other government units contracting for standard high pressure sodium or metal halide lighting for illumination of public streets roadways and alleys by means of Company-owned street lighting facilities. ***This option is closed to new customers effective January 1, 2025.***

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, single-phase at 120/240 volts.

**RATE**

Capacity Energy Charge per Lighting Unit all Lamp Sizes: **\$0.02943** per all kWh

Non-Capacity Monthly Charge per Lighting Unit	<u>Lamp Size</u>	<u>Amount</u>
	50 watt	\$ <b>9.17</b> Sodium
	70 watt	\$ <b>11.22</b> Sodium
	100 watt	\$ <b>13.37</b> Sodium
	150 watt	\$ <b>15.88</b> Sodium
	175 watt	\$ <b>18.91</b> Metal Halide
	200 watt	\$ <b>18.80</b> Sodium
	250 watt	\$ <b>21.60</b> Sodium
	250 watt	\$ <b>23.47</b> Metal Halide
	400 watt	\$ <b>29.27</b> Sodium
	400 watt	\$ <b>29.97</b> Metal Halide

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

**MINIMUM CHARGE**

The monthly minimum charge shall be the monthly charge per lighting unit and the Energy Waste Reduction Surcharge.

**LATE PAYMENT CHARGE**

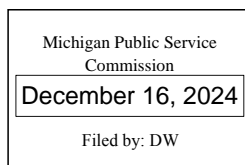
A 1.5% per month late payment charge will be applied to outstanding charges past due.

**CONDITIONS OF DELIVERY**

1. The Company will furnish, install, own and operate a standard high pressure sodium or metal halide street lighting unit, and will supply all electrical energy and normal maintenance for the operation of the unit. The standard street lighting unit shall consist of a cobra head fixture on an arm mounted on an existing Company-owned wood pole, with a control device wired for operation. This rate requires use of existing Company-owned poles and available overhead 120 volt service where the Company has such facilities along streets, alleys and highways. Where additional primary and/or secondary facilities are required, the customer shall pay, in advance, material and installation cost of such additional facilities.
2. When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install / remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with the construction standards of the Company and any other codes the Company determines to be applicable.
3. Underground service is available under this rate for new installations, where the customer pays the estimated cost of furnishing underground service.

(Continued on Sheet No. D-45.00)

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Vice-President,  
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**STANDARD STREET RATE Ms2**  
**(Continued from Sheet No. D-44.00)**

**CONDITIONS OF DELIVERY (Cont.)**

4. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise providing dusk-to-dawn operation of approximately 4200 hours per year. Nonstandard, seasonal, temporary or part-night service is not available under this rate.
5. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaires during regular daytime work hours within 72 hours after notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps were out of service.
6. The Company will, at the Customer's expense, modify, replace, transfer, relocate or temporarily remove and reinstall any properly operating poles or fixtures contracted for under this rate as requested in writing by the customer or as required by a governing authority.
7. *Upon customer request and completion of a signed Agreement, the Company will replace or convert an existing Standard High Intensity Discharge (HID) fixture with a Company-approved Light Emitting Diode (LED) unit. The customer shall pay removal charges for the existing fixture, if required under the current Agreement, and the appropriate Installation Charge for the LED fixture in advance. If replacement is performed in conjunction with other unrelated lighting service at that pole (e.g. lamp or fixture replacement), the Installation Charge may be reduced at the discretion of the Company. The LED unit shall be considered a new installation and subject to the Conditions and Rates of Rate Schedule LED1.*
8. *If the Company determines maintenance of an existing HID fixture is no longer practical, the Customer will be provided lighting options which may include an equivalent HID at no cost to the customer, the cost difference to convert to an LED option, or permanent removal as specified by the Customer's current lighting contract.*
9. The lighting agreement shall become effective on the date service is connected, and shall continue in force until terminated upon 30 days prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.
10. If the Customer or governing authority terminates service or requests the permanent removal of any Company-owned street lighting facilities within 60 months of installation, the Customer shall pay the lesser of the estimated labor charges for installation and removal of the equipment, or the remaining balance of monthly fees to satisfy the 60 month period. Permanent removal of pole mounted street lighting facilities more than 60 months after installation shall be at no cost to the Customer.
11. Subject to Company approval, the Company will allow municipal customers to make temporary attachments of Christmas lighting and/or decorations on the Company-owned light poles. The Customer must execute an annual agreement for such attachments, and must meet all conditions thereof. Estimated energy consumption will be billed under the current CG1 energy rate. Time and material charges for installation, removal or associated maintenance may also apply.
12. Electric service will not be furnished hereunder for breakdown or standby purposes where another source of power is available for the Customer. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.
13. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs.

*(Continued on Sheet No. D-45.01)*

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T. T. Eidukas  
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**STANDARD STREET RATE Ms2 (Closed to New Customers)**  
**(Continued from Sheet No. D-45.00)**

**CONDITIONS OF DELIVERY (Cont.)**

14. Where the Company has secondary voltage in the area and it is not necessary to install a transformer or extend secondary lines more than one hundred and fifty feet, the Company will connect Customer-owned flasher signal lamps and bill on a flat monthly rate according to the following schedule:

<u>Per Flasher</u>	<u>Installed Capacity</u>		
<u>Capacity</u>	<u>Non-Capacity</u>	<u>Total</u>	
<b>\$1.40</b>	<b>\$ 3.11</b>	<b>\$ 4.51</b>	75 watts or less
<b>\$ 2.14</b>	<b>\$ 4.79</b>	<b>\$ 6.93</b>	Greater than 75 watts up to and including 150 watts

If the Company must install a transformer or extend lines more than one hundred and fifty feet or if the installed capacity exceeds 150 watts, the flasher signals will be billed on the general secondary rate applicable in the area served.

15. Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminating Engineering Society (IES) Recommended Practices.

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Vice-President,  
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**NON-STANDARD STREET AND AREA LIGHTING, COMPANY-OWNED RATE Ms3 (Closed to New Customers)**  
**AVAILABILITY**

To all customers contracting for nonstandard lighting service by means of Company-owned and maintained non-standard street lighting and related facilities. The availability of Option B – facilities charge is limited to customers who have paid, in full, the estimated installed cost of lighting and related facilities. ***This option is closed to new customers effective January 1, 2025.***

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, single-phase at 120/240 volts.

**RATE**

**Fixed Charge:**

- Option A: Monthly ***fixed*** charge of one point nine percent (1.9%) of the estimated installed cost of the lighting and related facilities.
- Option B: One time charge equal to the estimated installed cost of the lighting and related facilities, paid prior to installation of facilities, and monthly ***fixed*** charge of one-half of one percent (0.5%) of the estimated installed cost of the lighting and related facilities.

**Monthly Charge Options A and B:**

Capacity Energy Charge per Lighting Unit all Lamp Sizes: ***\$0.02943*** per all kWh

Non-Capacity Monthly Charge per Non-Standard Lighting Unit:

<u>Lamp Size</u>	<u>Amount</u>
50 watt	<b><i>\$ 3.06</i></b>
70 watt	<b><i>\$ 4.48</i></b>
100 watt	<b><i>\$ 6.95</i></b>
150 watt	<b><i>\$ 9.85</i></b>
175 watt	<b><i>\$ 11.16</i></b>
200 watt	<b><i>\$ 13.05</i></b>
250 watt	<b><i>\$ 16.23</i></b>
400 watt	<b><i>\$ 25.07</i></b>
1000 watt	<b><i>\$ 58.40</i></b>

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.00***.

**MINIMUM CHARGE**

The monthly minimum charge shall be the monthly charge per lighting unit and the Energy Waste Reduction Surcharge.

**LATE PAYMENT CHARGE**

A 1.5% per month late payment charge will be applied to outstanding charges past due.

**CONDITIONS OF DELIVERY**

1. The Company will furnish, install, own and operate a complete nonstandard lighting unit and will supply all electric energy and normal maintenance for the operation of the unit. A lighting unit may consist of a pole and/or luminaire with a bracket, lamp and control device wired for operation. The unit may be fed overhead or underground. Where additional primary and/or secondary facilities are required, the Customer shall pay the full cost of installation.
2. When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install / remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with the construction standards of the Company and any other codes the Company determines to be applicable.

(Continued on Sheet No. D-47.00)

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Milwaukee, Wisconsin



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**NON-STANDARD STREET AND AREA LIGHTING, COMPANY-OWNED RATE Ms3**  
**(Continued From Sheet No. D-46.00)**

**CONDITIONS OF DELIVERY (Cont.)**

3. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise, providing dusk-to-dawn operation of approximately 4,200 hours per year. Part-night, temporary or seasonal service is not available under this rate.
4. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaires during regular daytime work hours within 72 hours after notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps are out of service.
5. The Company will, at Customer's expense, modify, replace, relocate, change the position or temporarily remove and reinstall any properly operating Company-owned poles or fixtures contracted for under this rate as requested in writing by the Customer or as required by a governing authority. Replacement of lighting units and their major components after 20 years of service is at the discretion of the Company. Replacement may require a new lighting contract/agreement between the Company and Customer.
6. *Upon customer request and completion of a signed Agreement, the Company will replace or convert an existing Non-Standard High Intensity Discharge (HID) fixture with a Company-approved Light Emitting Diode (LED) unit. The customer shall pay the full cost of replacement or conversion prior to installation. If replacement is performed in conjunction with other unrelated lighting service at that pole (e.g. lamp or fixture replacement), the cost of replacement may be reduced at the discretion of the Company. The entire LED lighting unit shall become subject to the Conditions and Rates of Rate Schedule LED1 with non-replaced components retaining their original in-service date for warranty purposes.*
7. *If the Company determines maintenance of an existing HID fixture is no longer practical, the Customer will be provided lighting options which may include an equivalent HID at no cost to the customer, the cost difference to convert to an LED option, or permanent removal as specified by the Customer's current lighting contract.*
8. The lighting agreement shall become effective on the date service is connected, and shall continue in force until terminated upon 30 days' prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.
9. If a Customer served under Option A or a governing authority terminates service or requests the removal of any Company-owned non standard lighting facilities, the Customer shall reimburse the Company for the unamortized balance of the estimated installed cost of facilities plus removal costs, less estimated salvage, of the facilities removed because of such termination or request for removal.
10. If a Customer served under Option B or a governing authority terminates service or requests the removal of any Company-owned non standard lighting facilities, the Customer shall reimburse the Company for the removal costs less estimated salvage, if greater than zero, of the facilities removed because of such termination or request for removal.
11. Customer shall indemnify and hold harmless the Company from and against any and all liability for injuries or damage to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminated Engineering Society (IES) Recommended Practices.

*(Continued on Sheet No. D-47.01)*

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T. T. Eidukas  
Vice-President,  
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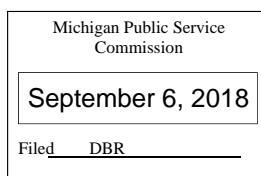
**NON-STANDARD STREET AND AREA LIGHTING, COMPANY-OWNED RATE Ms3**  
**(Continued From Sheet No. D-47.00)**

**CONDITIONS OF DELIVERY (Cont.)**

- 12.** Subject to Company approval, the Company will allow municipal Customers to make temporary attachments of Christmas lighting and / or decorations on Company-owned light poles. The Customer must execute an annual agreement for such attachments and must meet all conditions thereof. Estimated energy consumption will be billed under the current Cg1 energy rate. Time and material charges for installation, removal or associated maintenance may also apply.
- 13.** Electric service will not be furnished hereunder for breakdown or standby purposes where another source of power is available to the Customer. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.
- 14.** In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs.

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**STANDARD AREA LIGHTING SERVICE RATE GL1 (Closed to New Customers)**

**AVAILABILITY**

To all classes of customers contracting for standard area lighting service whenever service can be provided from existing 120-volt, Company-owned facilities. Rate is not available for lighting public streets, alleys, or highways. The Company will no longer install new or additional poles under this rate. Installations which require new poles shall be served under the Ms-3 rate. ***This option is closed to new customers effective January 1, 2025.***

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, single-phase at 120 volts.

**RATE**

Capacity Energy Charge per Lighting Unit all Lamp Sizes: **\$0.02943** per all kWh

Non-Capacity Monthly Charge per Lighting Unit:

<u>Lamp Size</u>	<u>Sodium</u>		<u>Metal Halide</u>	
	<u>Standard</u>	<u>Flood</u>	<u>Flood</u>	<u>Standard</u>
50 watt	*	*	*	*
70 watt	<b>\$10.97</b>	*	*	*
100 watt	<b>\$ 13.07</b>	<b>\$ 15.17</b>	*	*
150 watt	<b>\$ 15.52</b>	*	*	*
175 watt	*	*	*	<b>\$ 18.49</b>
200 watt	<b>\$ 18.38</b>	<b>\$ 20.33</b>	*	*
250 watt	<b>\$ 21.12</b>	*	<b>\$ 23.87</b>	<b>\$ 22.95</b>
400 watt	<b>\$ 28.63</b>	<b>\$ 30.27</b>	<b>\$ 30.98</b>	<b>\$ 29.30</b>

\*Not available

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

**MINIMUM CHARGE**

The monthly minimum charge shall be the monthly charge per lighting unit and the Energy Waste Reduction Surcharge.

**LATE PAYMENT CHARGE**

A 1.5% per month late payment charge will be applied to outstanding charges past due.

**CONDITIONS OF DELIVERY**

1. The Company will furnish, install, own and operate a standard high pressure sodium or metal halide area or flood lighting unit and will supply all electric energy and normal maintenance for the operation of the unit. The standard lighting unit will consist of an open bottom or cobra head area light fixture on a 2 to 6 foot arm or directional floodlight on a 2 foot arm, mounted on an existing Company-owned wood pole, with a control device wired for operation. This rate requires use of existing Company-owned wood poles and available overhead 120 volt service. Where additional primary and/or secondary facilities are required, the Customer shall pay the full cost of installation.
2. New poles required solely for the attachment of lighting fixtures are not available under this rate. Poles and circuit being provided by the Company prior to 9-16-02 will continue to be provided for monthly charge of **\$2.95** for each pole and **\$2.90** for each span of circuit installed.
3. When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install / remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with the construction standards of the Company and any other codes the Company determines to be applicable.

(Continued on Sheet No. D-49.00)

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**STANDARD AREA LIGHTING SERVICE RATE GL1**  
**(Continued from Sheet No. D-48.00)**

**CONDITIONS OF DELIVERY (Cont.)**

4. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise providing dusk-to-dawn operation of approximately 4,200 hours per year. Non-standard, seasonal, temporary or part-night service is not available under this rate.
5. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaries during regular daytime work hours within 72 hours after notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps were out of service.
6. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs.
7. The Company will, at Customer's expense, modify, replace, relocate or change the position of any properly operating fixtures or poles contracted for under this rate as requested in writing by the Customer. The Company will, at the Company's expense, modify, replace, relocate or change the position of a fixture or pole contracted for under this rate at the end of the contract term and upon receipt of a new 60 month contract for the new installation.
8. *Upon customer request and completion of a signed Agreement, the Company will replace or convert an existing Standard High Intensity Discharge (HID) fixture with a Company-approved Light Emitting Diode (LED) unit. The customer shall pay removal charges for the existing fixture, if required under the current Agreement, and the appropriate Installation Charge for the LED fixture in advance. If replacement is performed in conjunction with other unrelated lighting service at that pole (e.g. lamp or fixture replacement), the Installation Charge may be reduced at the discretion of the Company. The LED unit shall be considered a new installation and subject to the Conditions and Rates of Rate Schedule LED1.*
9. *If the Company determines maintenance of an existing HID fixture is no longer practical, the Customer will be provided lighting options which may include an equivalent HID at no cost to the customer, the cost difference to convert to an LED option, or permanent removal as specified by the Customer's current lighting contract.*
10. The initial term of the contract for lights under this rate is 60 months commencing on the date service is connected. After expiration of the initial term, the contract shall continue in force until terminated upon thirty (30) days prior written notice given by either of the parties to the other.
11. If Customer terminates service or requests removal of any Company-owned area lighting facilities before expiration of a 60-month period after installation, Customer shall pay the lesser of the estimated labor charges for installation and removal of the equipment, or the remaining balance of monthly fees to satisfy the 60 month period. If Customer vacates premises within 60 months after installation and the transfer of monthly lighting charges to a successor Customer is pending, the Company may elect to terminate service at no additional cost to the customer.
12. Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminating Engineering Society (IES) Recommended Practices.

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## LED STREET LIGHTING SERVICE RATE LED1

### AVAILABILITY

To all customers contracting for Standard or Non-Standard Light Emitting Diode (LED) street or area lighting service by means of existing 120 volt Company-owned and maintained Standard or Non-Standard lighting facilities. Contracting for the illumination of public roadways is limited to municipalities or other governmental units.

### RATE

Each light fixture requires payment of a one-time Installation Charge, plus monthly Facilities, Source and Energy Charges which continue until facilities are permanently removed:

Installation and Facilities Charge – Standard Lighting Fixture:

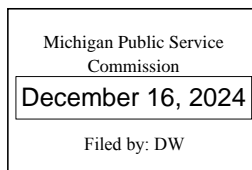
Light Fixture Class*	Installed Cost Per Light Fixture Range		Installation Charge (per Light Fixture)	Facilities Charge (per Light Fixture, per Month)		Early Removal Charge (x Months Remaining in Initial Term)
	From	To		During Initial Term**	After Initial Term**	
A	\$1	\$249	\$100	<b>\$9.96</b>	<b>\$3.92</b>	<b>\$5.61</b>
B	\$250	\$349	\$125	<b>\$ 11.39</b>	<b>\$4.54</b>	<b>\$6.37</b>
C	\$350	\$449	\$150	<b>\$ 13.07</b>	<b>\$5.24</b>	<b>\$7.28</b>
D	\$450	\$549	\$175	<b>\$ 14.73</b>	<b>\$5.94</b>	<b>\$8.19</b>
E	\$550	\$649	\$200	<b>\$ 16.41</b>	<b>\$6.63</b>	<b>\$9.10</b>
F	\$650	\$749	\$225	<b>\$ 18.09</b>	<b>\$7.33</b>	<b>\$10.00</b>
G	\$750	\$849	\$250	<b>\$19.76</b>	<b>\$8.03</b>	<b>\$10.91</b>
H	\$850	\$949	\$275	<b>\$21.44</b>	<b>\$8.73</b>	<b>\$11.82</b>
I	\$950	\$1,049	\$300	<b>\$23.11</b>	<b>\$9.43</b>	<b>\$12.73</b>

Installation and Facilities Charge – Non-Standard Lighting Fixture (*closed to new installations*):

Light Fixture Class*	Installed Cost Per Light Fixture Range		Installation Charge	Facilities Charge (per Light Fixture, per Month)		Early Removal Charge (x Months Remaining in Initial Term)
	From	To		During Initial Term**	After Initial Term**	
A	\$1	\$249	***	<b>\$6.67</b>	<b>\$3.89</b>	<b>\$2.58</b>
B	\$250	\$349	***	<b>\$7.28</b>	<b>\$4.51</b>	<b>\$2.58</b>
C	\$350	\$449	***	<b>\$7.98</b>	<b>\$5.20</b>	<b>\$2.58</b>
D	\$450	\$549	***	<b>\$8.68</b>	<b>\$5.90</b>	<b>\$2.58</b>
E	\$550	\$649	***	<b>\$9.38</b>	<b>\$6.60</b>	<b>\$2.58</b>
F	\$650	\$749	***	<b>\$10.08</b>	<b>\$7.30</b>	<b>\$2.58</b>
G	\$750	\$849	***	<b>\$10.77</b>	<b>\$8.00</b>	<b>\$2.58</b>
H	\$850	\$949	***	<b>\$11.47</b>	<b>\$8.70</b>	<b>\$2.58</b>
I	\$950	\$1,049	***	<b>\$12.17</b>	<b>\$9.40</b>	<b>\$2.58</b>
J	\$1,050	\$1,149	***	<b>\$12.87</b>	<b>\$10.10</b>	<b>\$2.58</b>
K	\$1,150	\$1,249	***	<b>\$13.57</b>	<b>\$10.80</b>	<b>\$2.58</b>
L	\$1,250	\$1,349	***	<b>\$14.27</b>	<b>\$11.50</b>	<b>\$2.58</b>
M	\$1,350	\$1,449	***	<b>\$14.97</b>	<b>\$12.19</b>	<b>\$2.58</b>
N	\$1,450	\$1,549	***	<b>\$15.67</b>	<b>\$12.89</b>	<b>\$2.58</b>
O	\$1,550	\$1,649	***	<b>\$16.37</b>	<b>\$13.59</b>	<b>\$2.58</b>
P	\$1,650	\$1,749	***	<b>\$17.07</b>	<b>\$14.29</b>	<b>\$2.58</b>
Q	\$1,750	\$1,849	***	<b>\$17.76</b>	<b>\$14.99</b>	<b>\$2.58</b>

(Continued on Sheet No. D-51.00)

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LED STREET LIGHTING SERVICE RATE LED1  
(Continued from Sheet No. D-50.00)

Installation and Facilities Charge – Non-Standard Lighting Fixture (cont.):

Light Fixture Class*	Installed Cost Per Light Fixture Range		Installation Charge	Facilities Charge (per Light Fixture, per Month)		Early Removal Charge (x Months Remaining in Initial Term)
	From	To		During Initial Term**	After Initial Term**	
R	\$1,850	\$1,949	***	<b>\$18.46</b>	<b>\$15.69</b>	<b>\$2.58</b>
S	\$1,950	\$2,049	***	<b>\$19.16</b>	<b>\$16.39</b>	<b>\$2.58</b>
T	\$2,050	\$2,149	***	<b>\$19.86</b>	<b>\$17.09</b>	<b>\$2.58</b>

\*Not all fixture classes may be available.

\*\*Initial Term under this rate is 84 billed months.

\*\*\*Prior to installation of facilities, the customer shall pay the total estimated installed cost of all Non-Standard lighting related facilities.

Energy Charge (per month, per light fixture):

The Company uses the kWh usage brackets below to determine the appropriate per light fixture monthly charge. To determine the kWh usage bracket for each light fixture, the Company will multiply 103% of the rated input wattage of the original light fixture and related accessory equipment by the estimated average monthly burn hours and round to the nearest whole number.

Monthly		Monthly		Monthly	
kWh	Charge	kWh	Charge	kWh	Charge
0-3	<b>\$0.50</b>	40-42	<b>\$6.93</b>	79-81	<b>\$13.37</b>
4-6	<b>\$0.99</b>	43-45	<b>\$7.43</b>	82-84	<b>\$13.87</b>
7-9	<b>\$1.49</b>	46-48	<b>\$7.92</b>	85-87	<b>\$14.36</b>
10-12	<b>\$1.98</b>	49-51	<b>\$8.42</b>	88-90	<b>\$14.86</b>
13-15	<b>\$2.48</b>	52-54	<b>\$8.91</b>	91-93	<b>\$15.35</b>
16-18	<b>\$2.97</b>	55-57	<b>\$9.41</b>	94-96	<b>\$15.85</b>
19-21	<b>\$3.47</b>	58-60	<b>\$9.90</b>	97-99	<b>\$16.34</b>
22-24	<b>\$3.96</b>	61-63	<b>\$10.40</b>	100-102	<b>\$16.84</b>
25-27	<b>\$4.46</b>	64-66	<b>\$10.89</b>	103-105	<b>\$17.33</b>
28-30	<b>\$4.95</b>	67-69	<b>\$11.39</b>	106-108	<b>\$17.83</b>
31-33	<b>\$5.45</b>	70-72	<b>\$11.89</b>	109-111	<b>\$18.32</b>
34-36	<b>\$5.94</b>	73-75	<b>\$12.38</b>	112-114	<b>\$18.82</b>
37-39	<b>\$6.44</b>	76-78	<b>\$12.88</b>	115-117	<b>\$19.31</b>

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

To determine the total kWh usage subject to the PSRC, Energy Waste Reduction Surcharge, and the Tax Cuts and Jobs Act of 2017 Credit each month, the Company will add together the maximum kWh of each light fixture's associated usage bracket. The maximum kWh for each bracket are shown in the Energy Charge section above. **The monthly energy charge is calculated by multiplying the range maximum by the Cg1 distribution and power supply total energy charge.**

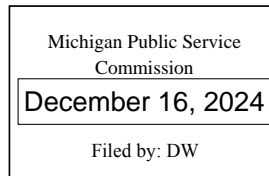
Source Charge, LED: \$1.00 per month, per light fixture

**LATE PAYMENT CHARGE**

A 1.5% per month late payment charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-51.01)

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**LED STREET LIGHTING SERVICE RATE LED1**  
**(Continued from Sheet No. D-51.00)**

**CONDITIONS OF DELIVERY**

1. Upon completion of a signed Agreement and payment of the Installation Charge, or at customer's option, payment of the installation and removal costs pursuant to Condition of Delivery No. 16, the Company shall furnish, install, own and operate a complete LED lighting unit and will supply all electric energy and normal maintenance, as defined below, for the operation of the unit. A Standard LED lighting unit shall include an LED-source luminaire on a 2 to 6 foot arm, mounted on an existing Company-owned wood pole, with a control device wired for operation. A Non-Standard LED lighting unit may include a lighting-only pole, LED luminaire, mounting bracket, and control device wired for operation. Light Fixture Class is designated on the installation Agreement, and does not change. Where additional primary, secondary, and/or lighting facilities are required or requested for the lighting unit, the customer shall pay the full cost of installation.

2. *Any and all pole, span and/or non-standard facility charges initiated under rate G11 or Ls-1M shall continue until the facility is removed.*

<u>Facility</u>	<u>G11</u>	<u>Ls-1M</u>
<i>Additional Wood Pole</i>	<i>\$2.95</i>	<i>\$3.61 / pole</i>
<i>Span of Conductor</i>	<i>\$2.90</i>	<i>\$1.68 / span</i>
<i>Galvanized Mast Arm in excess of 6 feet</i>	<i>NA</i>	<i>\$0.16 / foot</i>

3. Upon customer request and completion of a signed Agreement, the Company will replace or convert an existing Standard High Intensity Discharge (HID) fixture with a Company-approved LED unit. The customer shall pay removal charges for the existing fixture, if required under the current Agreement, and the appropriate Installation Charge for the LED fixture in advance. The customer may, at their option, choose to pay for replacement or conversion in accordance with Condition of Delivery No. 16. If replacement is performed in conjunction with other unrelated lighting service at that pole (e.g. lamp or fixture replacement), the Installation Charge may be reduced at the discretion of the Company. The new LED unit shall be considered a new installation and subject to the Conditions and Rates of this tariff.
4. The Initial Term of the Agreement for lights under this rate is 84 billed months, with billing effective as of service connection. After the Initial Term is satisfied, the Agreement shall continue in force until terminated upon thirty (30) days prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.
5. The Company will initiate a first response to maintain lighting units within 72 hours of notification by the customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which luminaires are out of service, and no adjustments will be made to monthly charges as a result of component or unit replacement.
6. Normal maintenance for lighting fixtures including failure analysis, repair and replacement shall be performed by the Company until the facilities are removed. Non-Standard poles and secondary facilities are warranted for 15 years from installation, after which replacement or customer requested repainting or refinishing is at the discretion of the Company and may be at customer expense. Replacement equipment shall have reasonably equivalent performance and appearance to original equipment, as determined by the Company.

(Continued on Sheet No. D-51.02)

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**LED STREET LIGHTING SERVICE RATE LED1**  
**(Continued from Sheet No. D-51.01)**

CONDITIONS OF DELIVERY (cont.)

7. In the event of abnormal or excessive maintenance due to frequent vandalism or other external or natural causes not related to the quality of material or workmanship, the customer shall reimburse the Company for all associated costs. The Company shall only be responsible for tree trimming within those work zones which are restricted to qualified utility workers.
8. Unless alternate controls are negotiated, luminaires will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise, providing dusk-to-dawn operation approximately 4,200 hours per year, or an estimated average of 350 hours per month. Temporary or seasonal service is not available under this rate. Monthly charges shall continue until the unit is permanently disconnected by the Company.
9. The Company will, at customer's expense, modify, replace, relocate, change the position, or temporarily remove and reinstall any properly operating Company-owned poles or light fixtures contracted for under this rate as requested in writing by the customer or as required by a governing authority. After satisfaction of the Initial Term and execution of a new Agreement the Company may, at the Company's expense, modify, replace, relocate or change the position of a Standard light fixture contracted for under this rate.
10. If the customer, or a governing authority, terminates service or requests the permanent removal of any Company-owned LED lighting facilities prior to satisfaction of the Initial Term, the customer shall reimburse the Company in an amount equal to the Early Removal Multiplier x the remaining months to satisfy the Initial Term. The Company may elect to forego these charges in the case of a pending transfer of monthly charges to a successor account. Permanent removal of lighting facilities after the Initial Term shall be at no cost to the customer.
11. When necessary, the customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install/remove lighting facilities on public or private property without expense to the Company. The customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the customer is responsible for damages. All installations shall be in accordance with Company construction standards and any other codes the Company determines to be applicable.
12. Subject to Company approval, the Company may allow municipal customers to make attachments of temporary holiday lighting and/or decorations on Company-owned light poles. The customer must execute an annual agreement for such attachments and must meet all conditions thereof. Estimated energy consumption will be billed under the current Cg1 energy rate. Time and material charges for installation, removal, transfer or associated maintenance may also apply.
13. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.
14. Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the customer, third party or act of God; or (b) any lighting design support provided by the Company including, but not limited to, the Customer's reliance on or implementation of any recommendations or conclusions by the Company related to lighting design.
15. ***Upon customer request and completion of a signed Agreement, the customer may opt to pay the entire cost of installation and removal, including all associated applicable costs, as calculated by the Company, on a case-by-case basis, prior to installation. Upon payment in full of these costs for all light fixtures, the Initial Term will be considered satisfied. Billing will be effective as of the date of service connection which will not occur prior to full payment.***

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Milwaukee, Wisconsin



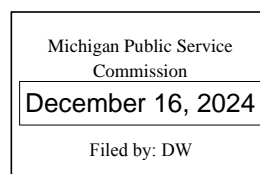
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*Reserved for Future Use*

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**SECONDARY SERVICE FOR MUNICIPAL DEFENSE SIREN SERVICE RATE Mgl**

**AVAILABILITY**

To incorporated municipalities for the periodic operation of defense sirens.

**RATE**

<u>Capacity</u>	<u>Non-Capacity</u>	<u>Total</u>
\$0.86	\$2.12	\$2.98 per year or any part of a year for each 2 horsepower or fraction thereof for each siren installed.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01***.

**MINIMUM ANNUAL CHARGE:**

The annual charge per siren plus the Energy Waste Reduction Surcharge for each month of the year or any part of a year.

**LATE PAYMENT CHARGE**

A 1.5% per month late payment charge will be applied to outstanding charges past due.

**CONDITIONS OF DELIVERY**

1. Bills will be rendered in the fourth quarter of each year, for each municipality, for service rendered in the aggregate during the calendar year.
2. The municipality shall furnish and install all sirens, including the labor and materials required for approved service connections to the nearest Company distribution line.
3. Where additional equipment or extension of lines is necessary on the part of the Company, the municipality shall pay the Company its cost of making such extension.
4. The Company will make the connection and disconnection with its distribution lines.
5. Loads other than sirens shall not be connected to the siren circuit.
6. The municipality shall furnish the Company with a map indicating the location of sirens to be operated, and shall give adequate notice of the discontinuance or addition of any sirens.
7. Service may be terminated at any time by the municipality or on six months' notice by the Company.

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Issued June 7, 2018  
T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>June 11, 2018</b>
Filed <u>DBR</u>

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**CUSTOMER GENERATING SYSTEMS – NET METERING PROGRAM**  
**20kW OR LESS RATE - CGS Category 1**

**AVAILABILITY**

*This tariff is available only to customers participating in this tariff prior to December 31, 2024. A customer is “participating” if UMEREC has received the application for service under this tariff prior to December 31, 2024. A customer who has an application filed with the utility before December 31, 2024 will be allowed to participate in this tariff if the application is found deficient, provided the customer cures the deficiency within 60 days.*

The Company’s Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company’s peak load for the preceding calendar year allocated to include no more than 0.5% for customers generating 20kW or less. Upon enrolling in the Net Metering Program, customers shall be eligible to continue participation for a minimum period of ten years. A participating customer may terminate participation in the Company’s Net Metering Program at any time for any reason.

**HOURS OF SERVICE:** Twenty-four.

**CHARACTER OF SERVICE**

Alternating current, 60 Hertz, single-phase or three-phase at any Company standard voltage available at the customer-owned generating system site.

**CUSTOMER ELIGIBILITY**

To be eligible to participate in the Net Metering Program, customers must generate a portion or all of their own retail electricity requirements using a renewable energy resource. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:

- a. Biomass
- b. Solar and solar thermal energy
- c. Wind energy
- d. Kinetic energy of moving water, including the following:
  - i. Waves, tides or currents
  - ii. Water released through a dam
- e. Geothermal energy
- f. Municipal solid waste
- g. Landfill gas produced by municipal solid waste.

Eligible customers must be Full Requirements Service customers under either Residential, General Secondary or General Primary services. A customer using biomass blended with fossil fuel as a renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer’s renewable fuel only.

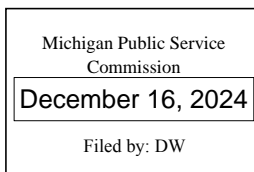
The generation equipment must be located on the customer’s premises, serving only the customer’s premises and must be intended primarily to offset a portion or all of the customer’s requirements for electricity. At the customer’s option, the generation capacity shall be determined by one of the following methods:

- (i) Aggregate nameplate capacity of the generator(s).
- (ii) An estimate of the expected annual kWh output of the generator(s).

Customers shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of rate design. At the customer’s option, the customer’s annual electricity needs shall be determined by one of the following methods: (1) the customer’s annual energy usage, measured in kWh, during the previous 12 month period; (2) for a customer with metered demand data available, the maximum integrated hourly demand measured in kW during the previous 12 month period; or (3) in cases where no data, incomplete data, or incorrect data for the customer’s past annual energy usage is available, or where the customer is making changes on-site that will affect the customer’s future total annual energy usage, the Company and the customer shall mutually agree on a method to determine the customer’s future annual energy usage.

(Continued on Sheet No. D-54.00)

Issued December 13, 2024  
T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin



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dated October 10, 2024  
in Case No. U-21541

**CUSTOMER GENERATING SYSTEMS – NET METERING PROGRAM**  
**20kW OR LESS RATE - CGS Category 1**  
**(Continued from Sheet No. D-53.00)**

CUSTOMER ELIGIBILITY (Cont.)

The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules (R 460.601a-460.656) and the Company's Michigan Electric Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. Customers shall be provided a copy of the Company's Generator Interconnection Application and Net Metering Application and shall be required to complete both applications and submit them with all applicable application fees for review and approval prior to interconnection of their generators to the Company's facilities. The Company's interconnection application fee is \$75 and net metering application fee is \$25. All requirements of the MPSC's Electric Interconnection and Net Metering Standards and the Company's Net Metering Program must be met prior to commencing Net Metering service.

A customer who is enrolled in the Net Metering Program will continue to take electric service under the Company's applicable service tariff.

***Under MCL 460.1183 and MCL 460.6a(14), any customer participating in a net metering program may continue under their current tariff for 10 years from original participation date or may opt to receive service under the Distributed Generation Program – DG-1.***

METERING

The Company may determine the customer's net usage using the customer's existing meter if it is capable of reverse registration or may, at the Company's expense, install a single meter with separate registers measuring power flow in each direction. If the Company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If the customer's meter is not capable of reverse registration and if meter upgrades or modifications are required, the Company shall provide a meter or meters capable of measuring the flow of energy in both directions to the customer at cost. Only the incremental cost above that for meter(s) provided by the Company to similarly situated non-generating customers shall be paid by the eligible customer. A generator meter will be supplied to the customer, at the customer's request, at cost.

RATE

Monthly Charges:

Customers enrolled in the Net Metering Program with a system capable of generating 20 kW or less qualify for true net metering billings or credits under the program. The customer shall pay the Distribution Charges and Power Supply Charges associated with the standard service tariff applicable to the customer when the customer's monthly net usage results in a net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer shall be credited for the energy provided to the Company at full retail rate from the applicable service tariff.

Standby charges shall not be applied to customers with systems capable of generating 20 kW or less.

For customers who qualify for true net metering under the Net Metering Program, the credit for any excess generation, as determined by each month's meter reading, shall be credited against the following month's bill. Any credit carried forward to the following month that is not used up that month shall be carried forward for use in subsequent billing periods. If a customer terminates service with the Company while having a net metering credit amount on the customer's account, the Company shall refund the remaining credit amount to the customer following a final reading by the Company of the customer's net meter.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.00***.

Issued December 13, 2024  
T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
**December 16, 2024**  
Filed by: DW

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in Case No. U-21541



**CUSTOMER GENERATING SYSTEMS – MODIFIED NET METERING PROGRAM  
OVER 20kW-150kW – RATE CGS Category 2**

**AVAILABILITY**

*This tariff is available only to customers participating in this tariff prior to December 31, 2024. A customer is “participating” if UMEREC has received the application for service under this tariff prior to December 31, 2024. A customer who has an application filed with the utility before December 31, 2024 will be allowed to participate in this tariff if the application is found deficient, provided the customer cures the deficiency within 60 days.*

Available to retail customers taking full requirements service with renewable electric generation facilities that are interconnected with the Company's power supply and rated at greater than 20 kW and not more than 150 kW, where customer's delivery offsets retail electric power supply at the same site. If a customer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 150 kW.

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.25% for customers generating at greater than 20 kW and not more than 150 kW.

**HOURS OF SERVICE:** Twenty-four.

**CHARACTER OF SERVICE**

Alternating current, 60 Hertz, single-phase (with Company approval) or three-phase at any Company standard voltage available at the customer-owned generating system site.

**RATE**

**Distribution Charges:**

A customer enrolled in the Modified Net Metering Program shall pay the Distribution Charges at the Company's standard service tariff applicable to the customer for the customer's total consumption of energy from the Company.

**Power Supply Charges:**

A customer enrolled in the Modified Net Metering Program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer.

**Energy Charges:**

Charges that are related to a \$/kWh charge will be charged when the customer's net usage results in a monthly net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer's \$/kWh charges shall be credited based on the Excess Generation rate below.

**Demand Charges:**

The customer shall pay the demand charge associated with the Company's standard service tariff applicable to the customer for the customer's total consumption of energy from the Company.

**Excess Generation:**

Excess generation shall be credited at the customer's applicable standard tariff's power supply service energy charges (\$/kWh). The credit shall appear on the customer's next bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

The Company may determine the customer's usage using the customer's existing meter if it has separate registers measuring power flow in each direction. If the Company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If the customer's meter is not capable of measuring power flow in both directions, and if meter upgrades or modifications are required, the Company shall provide a meter or meters capable of measuring the flow of energy in both directions to the customer at cost. Only the incremental cost above that for meter(s) provided by the Company to similarly situated non-generating customers shall be paid by the eligible customer. Generator meters will be provided by the Company. The cost of the generator meter shall be considered a cost of operating the Net Metering Program.

(Continued on Sheet No. D-56.00)

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Vice-President,  
Milwaukee, Wisconsin



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**CUSTOMER GENERATING SYSTEMS – MODIFIED NET METERING PROGRAM  
OVER 20kW-150kW – RATE CGS Category 2  
(Continued from Sheet No. D-55.00)**

Costs and Fees:

The Company's Modified Net Metering Program has the following fees and costs:

Application fee	\$25
Interconnection application fee	\$75
Engineering Review	\$0
Distribution Study	Actual Costs or Maximum Approved by the Commission
Distribution Upgrades	Actual Costs or Maximum Approved by the Commission
Company Testing and Inspection fee	\$0
All Interconnection Costs	Actual Costs or Maximum Approved by the Commission

CONDITIONS OF PURCHASE

1. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
  - a. Biomass
  - b. Solar and solar thermal energy
  - c. Wind energy
  - d. Kinetic energy of moving water, including the following:
    - i. Waves, tides or currents
    - ii. Water released through a dam
  - e. Geothermal energy
  - f. Municipal solid waste
  - g. Landfill gas produced by municipal solid waste.
2. The generation equipment must be located on the customer's premises, serving only the customer's premises, and must be intended primarily to offset a portion or all of the customer's requirements for electricity.
3. At the customer's option, the customer's electric needs shall be determined by one of the following methods:
  - a. The customer's annual energy usage, measured in kWh, during the previous 12-month period.
  - b. When metered demand is available, the maximum integrated hourly demand measured in kW during the previous 12-month period.
  - c. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's electric needs.
4. At the customer's option, the generation capacity shall be determined by one of the following methods:
  - a. Aggregate nameplate capacity of the generator(s).
  - b. An estimate of the expected annual kWh output of the generator(s).

Customers shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.

5. A customer using biomass blended with fossil-fuel as a renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.
6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be greater than 20 kW and not more than 150 kW.

(Continued on Sheet No. D-57.00)

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Vice-President,  
Milwaukee, Wisconsin



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**CUSTOMER GENERATING SYSTEMS – MODIFIED NET METERING PROGRAM  
OVER 20kW-150kW – RATE CGS Category 2  
(Continued from Sheet No. D-56.00)**

CONDITIONS OF PURCHASE (Cont.)

7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kWh output of the generating unit when completing the Company's Net Metering Application.
8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules ([R 460.601a-460.656](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.
9. ***Under MCL 460.1183 and MCL 460.6a(14), any customer participating in a net metering program may continue under their current tariff for 10 years from original participation date or may opt to receive service under the Distributed Generation Program – DG-1.***

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Issued December 13, 2024  
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Vice-President,  
Milwaukee, Wisconsin



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in Case No. U-21541

## CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large

### AVAILABILITY

To customers owning generating systems, with an aggregate rating in excess of 150 kW, who desire to sell electric energy to the Company. For the purposes of this schedule, “customer” is defined as the person or corporate entity who desires to sell electric energy to the Company. Customers are not required to take electric service deliveries from the Company. This rate schedule is closed to new accounts and to new customers. The Company may deny availability of this rate if the Company finds that the customer causes fluctuations on the distribution system so as to impair general reliability of service.

HOURS OF SERVICE: Twenty-four.

### CHARACTER OF SERVICE

Alternating current, 60 Hertz, single-phase (with Company approval) or three-phase at any Company standard voltage available at the customer-owned generating system site.

### RATE

#### ***Fixed*** Charge:

Non-demand metered customers \$0.04110 per day  
Demand metered customers \$0.11507 per day

<u>Payment per kWh</u>	<u>Less than 601 Volts</u>	<u>601 Volts to &lt;69kV</u>	<u>69kV and above</u>
During on-peak period (a)	\$0.04220	\$0.04392	\$0.04447
During off-peak period (b)	\$0.02754	\$0.02866	\$0.02902

- (a) The on-peak period payment will apply to those kWh delivered to the Company during the time period specified in the customer’s time-of-use rate schedule that corresponds to the customer’s class of service applicable when the customer buys from the Company.

The on-peaks periods occur Monday through Friday, excluding those days designated as legal holidays for New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- (b) The off-peak period payment will apply to those kWh delivered to the Company during all hours other than on-peak hours.

Customers not served on a time-of-use rate schedule or not purchasing energy from the Company will be assigned a peak period of 9am to 9pm.

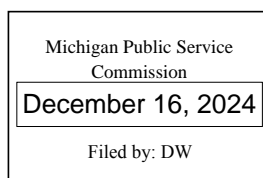
MINIMUM CHARGE: The monthly minimum charge is the ***fixed*** charge.

### CONDITIONS OF PURCHASE

1. A customer operating electric generating equipment shall not connect it in parallel with the Company’s electric system unless the customer has entered into a standard Distributed Generation Interconnection Agreement with the Company and the customer has provided, at customer’s expense, protective and synchronizing equipment satisfactory to the Company.
2. The customer must comply with the various applicable national, state and local electrical codes, rules and regulations; the electric service rules and regulations of the Company; and the requirements of the Michigan Public Service Commission Electric Interconnection Standards R 460.481 through R 460.489. The Company may request proof of such compliance prior to initiation of service. Proof of such compliance consists of a municipal inspection certificate, or in locations where there is not municipal inspection, an affidavit furnished by the contractor or other person doing the work.

(Continued on Sheet No. D-59.00)

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Vice-President,  
Milwaukee, Wisconsin



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Dated October 10, 2024  
in Case No. U-21541

**CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large**  
**(Continued from Sheet No. D-58.00)**

**CONDITIONS OF PURCHASE (Cont.):**

3. The customer shall operate its electric generating equipment in such a manner so as not to unduly affect the Company's voltage waveform. The Company, at its sole discretion, will determine whether the customer's generating equipment satisfies this criteria.
4. The customer shall permit the Company, at any time as it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the customer's equipment. The customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.
5. The customer shall permit Company employees to enter upon the customer's property at any reasonable time for the purpose of inspecting and/or testing the customer's equipment, facilities or apparatus to ensure their continued safe operation and the accuracy of the Company's metering equipment but such inspections shall not relieve the customer from its obligation to maintain the facilities in satisfactory operating condition.
6. Each of the parties shall indemnify and hold harmless the other party against any and all liability for injuries or damages to person or property caused, without the negligence of such other party, by the operation and maintenance by the parties of their respective electric equipment, lines and other facilities.
7. The customer may simultaneously purchase energy from and sell energy to the Company.
8. The customer is obligated to pay all costs to interconnect its generation facility to the Company's electric system. Interconnection costs include, but are not limited to, those specified in the Michigan Public Service Commission Electric Interconnection Standards, as well as transformer costs, line extension and upgrade costs, metering costs and the cost of a second meter if an additional meter is required.
9. A customer whose aggregate electric generating capacity is rated above 150 kW has the option of negotiating a facility-specific buy-back rate designed to meet the customer's needs and operating characteristics. The Company will respond to the customer's proposal for a negotiated rate within 30 days of receipt of such a proposal. If the Company is unable to respond to the customer's proposal within 30 days, the Company shall inform the customer of (a) specific information needed to evaluate the customer's proposal, (b) the precise difficulty encountered in evaluating the customer's proposal, and (c) the estimated date that the Company will respond. If the Company rejects the customer's proposal it will make a counter offer relating to the specific subject matter of the customer's proposal.
10. In order for a customer to sell energy to the Company, a Surplus Energy Agreement between the customer and the Company is required.
11. The customer has the right to appeal to the Public Service Commission if it believes the contract for customer generating systems is unreasonable.
12. Customers who wish to operate electric generation equipment in parallel with the Company's electric system, and are using the bulk of the energy produced for their own purposes, but who do not wish to be placed on this or any other purchase tariff, nonetheless shall abide by these Conditions of Purchase with the exception of Conditions of Purchase (7) and (9). In the case where the Company takes action to prevent the existing Company metering facilities from recording any flow of energy from the customer's generation facilities into the Company's electric system, the customer will receive no payment for any energy fed back into the Company's system.

(Continued on Sheet No. D-60.00)

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Milwaukee, Wisconsin



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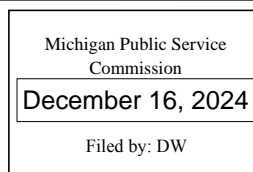
**CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large**  
**(Continued from Sheet No. D-59.00)**

**CONDITIONS OF PURCHASE (Cont.):**

13. The customer may contract for supplementary, standby and maintenance electric service from the Company under the rate schedule corresponding to the customer's class of service. General primary and general secondary customers who contract for supplementary, standby and maintenance electric service will be served under the auxiliary service provisions of their respective Conditions of Delivery.
14. For billing periods during which no energy was sold to the Company by a customer on Rate Schedule CGS1 and the customer's bill would reflect only the facilities charge, the billing of such charge may be deferred until the next billing period during which energy is sold. If six consecutive billing periods pass during which no energy is sold to the Company by the customer on Rate Schedule CGS1, or if such customer terminates service under this rate schedule, the Company may bill the customer for the deferred facilities charges.
15. *Under MCL 460.1183 and MCL 460.6a(14), any customer participating in a net metering program may continue under their current tariff for 10 years from original participation date or may opt to receive service under the Distributed Generation Program – DG-1.*

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Issued December 13, 2024  
T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin



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## PARALLEL GENERATION-PURCHASE PG-2M-STANDARD OFFER

### AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of 550 KW or less, and desiring to sell electrical energy to the Company. Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten, fifteen or twenty year service agreement with the Company. Customers with generation capacity of 150 KW or less have the option of selling energy to the Company under this PG-2M tariff, or the CGS Category 1 tariff or the CGS Category 2 tariff.

- (1) QFs with generation design capacity at or below 150 kW shall be eligible to receive compensation based on the Company's full avoided cost rates including capacity and energy, regardless of the Company's capacity need as determined and approved by the Commission in its Order in Case No. U-21081.
- (2) QFs with generation design capacity between 150 kW and 550 kW shall be eligible to receive compensation for energy at the Company's avoided energy cost rate as outlined below. The Commission's Order in Case No. U-21081 determined that the Company did not have a capacity need; therefore, no capacity payment will be payable to systems with a design capacity above 150 kW.

### MONTHLY RATES

#### Fixed Charge

Residential, Non-Demand Secondary customers, and customers not taking electric service deliveries from the Company with customer owned generation capacity of less than 100 kW: Cg1 single or three phase **fixed** charge  
Demand Customers and customers not taking electric service deliveries from the Company with customer owned generation capacity equal to or greater than 100 kW: Cg3 **fixed** charge

#### Charges for Deliveries from Company

Deliveries from the Company to the customer shall be billed in accordance with the standard applicable rate schedules of the Company.

#### Avoided Energy Cost Rate for Deliveries to Company

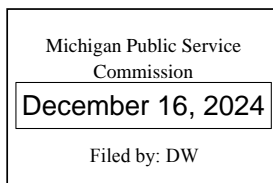
For all energy supplied by the customer to the Company, the customer shall receive an energy payment equal to the kilowatt-hours supplied to the Company multiplied by the following energy rate:

<u>Year</u>	<u>Energy Rate</u> <u>\$/kWh</u>
2021	\$0.02718
2022	\$0.06439
2023	\$0.06567
2024	\$0.06699
2025	\$0.06834
2026	\$0.06969
2027	\$0.07108
2028	\$0.07252
2029	\$0.07396

Customers shall receive the applicable energy credits shown above for their initial five years (60 months) of service under this tariff, thereafter, the on-peak energy credit shall equal the average of the on-peak Day Ahead Locational Marginal Prices ("DA LMP") at the MIUP.WEPM load zone node, and the off-peak energy credit

(Continued on Sheet No. D-60.02)

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Vice-President,  
Milwaukee, Wisconsin



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**PARALLEL GENERATION-PURCHASE PG-2M-STANDARD OFFER**  
**(Continued from Sheet No. D-60.01)**

Avoided Energy Cost Rate for Deliveries to Company (cont.)

shall equal the average of the off-peak DA LMP at the MIUP.WEPM load zone node. The rates shall be reset annually on January 1 of each year based on the hourly average DA LMP at the MIUP.WEPM load zone node of the most recently completed November 1 to October 31 period.

Capacity Payment

QFs with generation design capacity at or below 150 kW shall receive a capacity payment reflecting the most recent Midcontinent Independent System Operator ("MISO") capacity auction market result in the relevant Local Resource Zone if the customer generation capacity can be counted as capacity in the MISO Capacity Auction (Resource Adequacy) market. The capacity price will be updated each June 1 to reflect the most recent year-round auction clearing price in MISO. The current on-peak rate until May 31, **2026** will be **\$0.02594/kWh**. If the MISO capacity auction deviates from its current annual format, the applicable capacity price will be calculated from the most recently cleared capacity seasons spanning a 12 month period.

Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags. Premiums are to be set when the contract is signed and will not change during the contract period.

Distribution Loss Factors

The following factors shall be applied to the on-peak and off-peak energy factors and capacity payments to reflect system losses. The energy and capacity values will be multiplied by these adjustment factors:

Customers served on a residential rate schedule	1.06343
Customers served on a secondary rate schedule	1.05529
Customers served on a primary rate (low & med voltage) schedule	1.02031
Customers served on a primary rate schedule or special contract (high voltage)	1.00000
Generator only customers metered at a secondary voltage less than 4,160 volts	1.05529
Generator only customers metered at a primary voltage less than or equal to 4,160 volts	1.02031
Generator only customers metered at a primary voltage greater than 4,160 volts and less than 69,000 volts	1.02031
Generator only customers metered at a primary voltage greater than or equal to 69,000 volts	1.00000

Line loss savings will be evaluated on a case by case basis.

ON-PEAK and OFF-PEAK HOURS

The on-peak and off-peak time periods will correspond to the tariffed rate schedule under which the customer purchases energy from the Company. Customers not purchasing energy from the Company will be assigned a peak period of 8 am to 8 pm.

HOLIDAYS

The days of the year which are considered holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

MINIMUM CHARGE

The monthly minimum charge shall be the fixed charge.

(Continued on Sheet No. D-60.03)

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**PARALLEL GENERATION-PURCHASE PG-2M-STANDARD OFFER**  
(Continued from Sheet No. D-60.02)

**PRO-RATION OF DEMAND COST FOR AUTHORIZED MAINTENANCE**

*For customers billed on rates with demand charges, the demand charges other than "Customer Demand" shall be prorated if the maintenance schedule of the customer owned generation facility has been approved in advance in writing by the Company. Said pro-ration shall be based on the number of authorized days of scheduled maintenance. The customer shall pay the demand rate for the higher than normal demands due to the generation outage only for the days of authorized maintenance.*

**SPECIAL RULES**

1. *The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.*
2. *The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.*
3. *The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules ([R460.481- 460.489](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.*

**PARALLEL GENERATION RULES**

*See Schedule PGXM.*

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Milwaukee, Wisconsin



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### PARALLEL GENERATION-PURCHASE PG-3M

#### AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of 5,000 KW or less, and desiring to sell electrical energy to the Company. Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten, fifteen or twenty year service agreement with the Company. Customers with generation capacity of 550 kW or less have the option of selling energy to the Company under this PG-3M tariff or PG-2M tariff. The Commission's Order in Case No. U-21081 determined that the Company did not have a capacity need; therefore, no capacity payment will be payable to systems eligible for this tariff.

#### MONTHLY RATES

##### Fixed Charge

Residential, Non-Demand Secondary customers, and customers not taking electric service deliveries from the Company with customer owned generation capacity of less than 100 kW: Cg1 single or three phase **fixed** charge  
Demand Customers and customers not taking electric service deliveries from the Company with customer owned generation capacity equal to or greater than 100 kW: Cg3 **fixed** charge

##### Avoided Energy Cost Rate

For all energy supplied by the customer to the Company, the customer shall receive an energy payment equal to the kilowatt-hours supplied to the Company multiplied by the following energy rate:

Year	Energy Rate \$/kWh
2021	\$0.02718
2022	\$0.06439
2023	\$0.06567
2024	\$0.06699
2025	\$0.06834
2026	\$0.06969
2027	\$0.07108
2028	\$0.07252
2029	\$0.07396

Customers shall receive the applicable energy credit shown above for their initial five years (60 months) of service under this tariff, thereafter, the Customer will be compensated at the DA LMP at MIUP.WEPM load zone node expressed in \$/kWh for every hour.

##### Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags. Premiums are to be set when the contract is signed and will not change during the contract period.

##### Distribution Loss Factors

The following factors shall be applied to the energy factors and capacity payments to reflect system losses. The energy and capacity values will be multiplied by these adjustment factors:

Customers served on a residential rate schedule	1.06343
Customers served on a secondary rate schedule	1.05529

(Continued on Sheet No. D-60.05)

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**PARALLEL GENERATION-PURCHASE PG-3M**  
**(Continued from Sheet No. D-60.04)**

Distribution Loss Factors (cont.)

Customers served on a primary rate (low & med voltage) schedule	1.02031
Customers served on a primary rate schedule or special contract (high voltage)	1.00000
Generator only customers metered at a secondary voltage less than 4,160 volts	1.05529
Generator only customers metered at a primary voltage less than or equal to 4,160 volts	1.02031
Generator only customers metered at a primary voltage greater than 4,160 volts and less than 69,000 volts	1.02031
Generator only customers metered at a primary voltage greater than or equal to 69,000 volts	1.00000
Line loss savings will be evaluated on a case by case basis.	

MINIMUM CHARGE

The monthly minimum charge shall be the *fixed* charge.

PRO-RATION OF DEMAND COST FOR AUTHORIZED MAINTENANCE

For customers billed on rates with demand charges, the demand charges other than "Customer Demand" shall be prorated if the maintenance schedule of the customer owned generation facility has been approved in advance in writing by the Company. Said pro-ration shall be based on the number of authorized days of scheduled maintenance. The customer shall pay the demand rate for the higher than normal demands due to the generation outage only for the days of authorized maintenance.

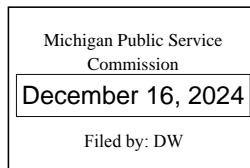
SPECIAL RULES

1. The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.
2. The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.
3. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules ([R460.481- 460.489](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

PARALLEL GENERATION RULES

See Schedule PGXM.

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Vice-President,  
Milwaukee, Wisconsin



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## PARALLEL GENERATION-PURCHASE PG-4M

### AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of **5,000 KW** or less, and desiring to sell electrical energy to the Company. Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten or fifteen year service agreement with the Company. Customers with generation capacity of 5,000 KW or less have the option of selling energy to the Company under this PG-4M tariff or the PG-3M tariff. The Commission's Order in Case No. U-21081 determined that the Company did not have a capacity need; therefore, no capacity payment will be payable to systems eligible for this tariff.

### NEGOTIATED RATES

Parallel generation customers have the right to request negotiated buy back rates. The following are the required procedure guidelines:

1. Except as allowed by Paragraph 3 below, the Company must respond to the customer owned generating system within 30 days of the initial receipt of the customer owned generating system written proposal, and within 30 days of receipt of any subsequent customer owned generating system written proposal;
2. The Company's rejection of the customer owned generating system written proposal must be accompanied by a counter offer relating to the specific subject matter of the customer owned generating system written proposal; and
3. If the Company is unable to respond to the customer owned generating system written proposal within 30 days it shall inform the customer owned generating system of:
  - a. Specific information needed to evaluate the customer owned generating system proposal.
  - b. The precise difficulty encountered in evaluating the customer owned generating system written proposal.
  - c. The estimated date that it will respond to the customer owned generating system written proposal.
4. The commission may become involved in the Company negotiations upon showing by either the Company or the customer owned generating system that a reasonable conclusion cannot be reached under the above guidelines. The commission may provide a waiver to the guidelines and order new negotiation requirements so that a reasonable conclusion can be reached.

### Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags.

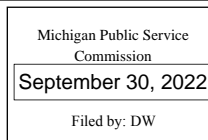
### SPECIAL RULES

1. The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.
2. The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.
3. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules ([R460.481- 460.489](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

### PARALLEL GENERATION RULES

See Schedule PGXM.

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**PARALLEL GENERATION-RULES PGXM**

**PARALLEL GENERATION RULES FOR RATE SCHEDULES PG-2M, PG-3M AND PG-4M**

*The following rules shall apply to all customer owned generation facilities that are interconnected with the company's power supply:*

- 1. Interconnection of a generating facility with the Company shall not be permitted until application has been made to and approval received from the Company. The Company may withhold approval for good reason such as failure to comply with applicable utility or governmental rules or laws. The Company shall require a contract specifying reasonable technical connection and operating aspects for the parallel generating facility.*
- 2. The Company may require that for each generating facility there be provided between the generator or generators and the Company system a lockable load-break disconnect switch. For installations interconnected at greater than 600 volts a fused cutout switch may be substituted, where practicable. The switches shall be accessible to the Company for the purpose of isolating the parallel generating facility from the Company system when necessary.*
- 3. The Company shall require a separate distribution transformer for a customer having a generating facility where necessary, for reasons of public or employee safety or where the potential exists for the generating facility causing problems with the service of other customers. Ordinarily this requirement should not be necessary for an induction-type generator with a capacity of 5 Kw or less, or other generating units of 10 Kw or less that utilize line-commutated inverters.*
- 4. Where necessary, to avoid the potential for a facility causing problems with the service of other customers, the Company shall limit the capacity and operating characteristics of single-phase generators in a manner consistent with its existing limitations for single-phase motors. Ordinarily single-phase generators should be limited to a capacity of 10 Kw or less.*
- 5. The Company shall require that each generating facility have a system for automatically isolating the generator from the Company's system upon loss of the Company supply, unless the Company desires that the local generation be continued to supply isolated load. For synchronous and induction generators such protection against continued operation when isolated from the Company system will ordinarily consist of overcurrent protection, fuse or circuit breaker, plus a voltage or frequency controlled contactor which would automatically disconnect the unit whenever its output voltage or frequency drifted outside predetermined limits, such as plus or minus 10% of the rated values. Other suitable protective systems against abnormal voltages or frequencies may be accepted by the Company.*
- 6. The Company shall require that the customer discontinue parallel generation operation when it so requests and the Company may isolate the generating installation from its system at times:
  - a. When considered necessary to facilitate maintenance or repair of Company facilities.*
  - b. When considered necessary during system emergencies.*
  - c. When considered necessary during such times as the generating facility is operating in a hazardous manner, or is operating such that it adversely affects service to other customers or to nearby communication systems or circuits.**
- 7. The owner of the generating facility shall be required to make the equipment available and permit entry upon the property by Company and communication utility personnel at reasonable times for the purposes of testing isolation and protective equipment, and evaluating the quality of power delivered to the Company's system; and testing to determine whether the local generating facility is the source of any electric service or communication systems problems.*
- 8. The power output of the generating facility shall be maintained such that frequency and voltage are compatible with normal Company service and do not cause that Company service to fall outside the prescribed limits of commission rules and other standard limitations.*
- 9. The generating facility shall be operated so that variations from acceptable voltage levels and other service impairing disturbances do not result in adverse effects on the service or equipment of other customers, and in a manner which does not produce undesirable levels of harmonics in the Company power supply.*

*(Continued on Sheet No. D-60.07)*

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**PARALLEL GENERATION-RULES PGXM**  
**(Continued from Sheet No. D-60.06)**

**PARALLEL GENERATION RULES (Cont.)**

- 10. The owner of the generating facility shall be responsible for providing protection for the owner's installed equipment and for adhering to all applicable national, state and local codes. The design and configuration of certain generating equipment such as that utilizing line-commutated inverters sometimes requires an isolation transformer as part of the generating installation for safety and for protection of the generating facilities.*
- 11. The owner of a generating facility interconnected or proposed to be interconnected with the Company system may appeal to the commission should any requirement of the Company service rules be considered to be excessive or unreasonable. Such appeal will be reviewed and the customer notified of the commission's determination.*
- 12. The Company will notify telephone utility and cable television firms in the area when it knows that customer owned generating facility is to be interconnected with its system. This notification shall be as early as practicable to permit coordinated analysis and testing in advance of interconnection, if considered necessary by the electric or telephone utility or cable television firm.*
- 13. The owner of the generating facility shall be required to pay all interconnection costs, including any metering transformers, incurred by the Company. Said costs, including financing costs, shall be paid by the owner within two years of the installation date of the interconnection facilities.*
- 14. The owner of the generating facility shall be required to have liability insurance on the generating facility of at least \$100,000 or be able to prove financial responsibility.*
- 15. Electric service to a customer owned electric generation installation may be disconnected for failure to comply with these parallel generation rules.*
- 16. The Company may purchase renewable energy credits (RECs) from qualifying facilities (QFs).*

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Vice-President,  
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## CUSTOMER GENERATING SYSTEMS – METHANE DIGESTORS - CGS Biogas

### AVAILABILITY

*This tariff is available only to customers participating in this tariff prior to December 31, 2024. A customer is “participating” if UMERC has received the application for service under this tariff prior to December 31, 2024. A customer who has an application filed with the utility before December 31, 2024 will be allowed to participate in this tariff if the application is found deficient, provided the customer cures the deficiency within 60 days.*

Available to retail customers taking full requirements service with renewable electric generation facilities that are interconnected with the Company's power supply and rated at greater than 150 kW and not more than 550 kW, where customer's delivery offsets retail electric power supply at the same site. If a customer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 550 kW.

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.25% for customers generating at greater than 150 kW and not more than 550 kW.

HOURS OF SERVICE: Twenty-four.

### CHARACTER OF SERVICE

Alternating current, 60 Hertz, single-phase (with Company approval) or three-phase at any Company standard voltage available at the customer-owned generating system site.

### RATE

#### Distribution Charges:

A customer enrolled in this program shall pay the Distribution Charges at the Company's standard service tariff applicable to the customer for the customer's imputed consumption. Imputed consumption is the sum of the metered on-site generation and the net of the bidirectional flow of power across the customer interconnection during the billing period.

#### Power Supply Charges:

A customer enrolled in this program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer.

#### Energy Charges:

Charges that are related to a \$/kWh charge will be charged when the customer's net usage results in a monthly net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer's \$/kWh charges shall be credited based on the Excess Generation rate below.

#### Demand Charges:

The customer shall pay the demand charges (\$/kW) associated with the Company's standard service tariff applicable to the customer for the customer's imputed consumption. Imputed consumption is the sum of the metered on-site generation and the net of the bidirectional flow of power across the customer interconnection during the billing period.

#### Excess Generation:

Excess generation shall be credited at the customer's applicable standard tariff's power supply service energy charges (\$/kWh). The credit shall appear on the customer's next bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods.

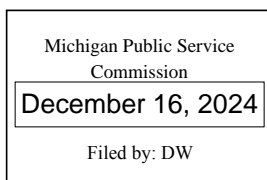
Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

### Metering:

The Company will utilize a meter or meters capable of measuring the flow of energy in both directions and generator output. If the Company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If meter upgrades or modifications are required, the customer shall pay the costs incurred.

(Continued on Sheet No. D-62.00)

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**CUSTOMER GENERATING SYSTEMS – METHANE DIGESTORS - CGS Biogas**  
**(Continued from Sheet No. D-63.00)**

Costs and Fees:

The Company's Modified Net Metering Program has the following fees and costs:

Application fee:	\$25
Interconnection application fee:	\$75
Engineering Review:	\$0
Distribution Study:	Actual Costs or Maximum Approved by the Commission
Distribution Upgrades:	Actual Costs or Maximum Approved by the Commission
Company Testing and Inspection fee:	\$0
All Interconnection Costs:	Actual Costs or Maximum Approved by the Commission

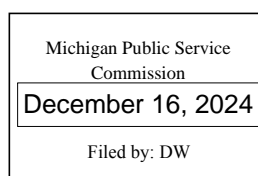
CONDITIONS OF PURCHASE

1. A renewable energy resource consisting of one or more methane digesters with an aggregate name plate capacity between 150 kW and 550 kW located on the customer's premises and metered at a single point of contact.
2. The generation equipment must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirements for electricity.
3. At the customer's option, the customer's electric needs shall be determined by one of the following methods:
  - a. The customer's annual energy usage, measured in kWh, during the previous 12-month period.
  - b. When metered demand is available, the maximum integrated hourly demand measured in kW during the previous 12-month period.
  - c. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's electric needs.
4. At the customer's option, the generation capacity shall be determined by one of the following methods:
  - a. Aggregate nameplate capacity of the generator(s).
  - b. An estimate of the expected annual kWh output of the generator(s).

Customers shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.

5. A customer using biomass blended with fossil-fuel as a renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.
6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be greater than 150 kW and not more than 550 kW.
7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kWh output of the generating unit when completing the Company's Net Metering Application.
8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules ([R 460.601a-460.656](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.
9. ***Under MCL 460.1183 and MCL 460.6a(14), any customer participating in a net metering program may continue under their current tariff for 10 years from original participation date or may opt to receive service under the Distributed Generation Program – DG-1.***

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## DISTRIBUTED GENERATION PROGRAM - DG-1

### EFFECTIVE IN

All territory served.

### AVAILABILITY

This Rider can be attached to any metered tariff, excluding riders, unless otherwise noted on the applicable metered tariff. The Distributed Generation Program is offered as authorized by 2008 PA 295, as amended by 2016 PA 342 and 2023 PA 235, 1939 PA 3, as amended by 2016 PA 341, Section (6)(a)(14).

The Distributed Generation Program is available for eligible Distributed Generation customers with applications filed beginning January 1, 2025.

A customer participating in a net metering program approved by the Commission before receipt of a Commission order in MPSC Case No. U-21541 shall have the option to take service under this tariff at the time service under the terms and conditions of the previous net metering program terminates in accordance with MCL 463.0183(1).

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 Net Metering Program (CGS-1 and PG-1M ), Modified Net Metering Program (CGS-2 and PG-1AM) and Distributed Generation Program size is equal to 10.0% of the Company's **average in-state peak load for the preceding five calendar years** measured in kW for the Company's retail load, allocated as follows:

- (a) Not less than 50% for customers with an eligible electric generator capable of generating 20 kilowatts or less.
- (b) Not more than 50% for customers with an eligible electric generator capable of generating more than 20 kilowatts but not more than 550 kilowatts.

If an existing customer who participates on CGS-1, CGS-2, CGS Large, CGS Biogas, PG-1M, PG-1AM or PG-1BM increases their aggregate generation following the effective date of this rider, then all generation on site will be subject to the terms and conditions of this tariff.

As specified under the applicable Base Rate. The term Base Rate refers to the Rate Schedules under which the Customer takes service and that this Rider is associated with.

### DISTRIBUTED GENERATION DEFINITIONS

- (1) A **Category 1** distributed generation customer has one or more Eligible Electric Generators with an aggregate nameplate capacity of 20 kWac 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-SA and located on the customer's premises and metered at a single point of contact.
- (2) **Category 2** distributed generation customer has one or more Eligible Electric Generators with an aggregate nameplate capacity greater than 20 kWac but not more than **550 kWac** located on the customer's premises and metered at a single point of contact.
- (3) Eligible Electric Generator- a renewable energy system 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 550 kW at a single point of contact.
- (4) Inflow - the metered inflow delivered by the Company to the customer during the billing month or time- based pricing period.
- (5) 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.

(Continued on Sheet No. D-62.20)

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**DISTRIBUTED GENERATION PROGRAM - DG-1**  
(Continued from Sheet No. D-62.10)

- (6) 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, 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, *as described in any of the following;*
    - a. *Landfill gas as described in subparagraph (vii)*
    - b. *Gas from a methane digester using only feedstock as described in subparagraph (viii)*
    - c. *Biomass used by renewable energy systems that are in commercial operation on February 27, 2024.*
    - d. *Trees and wood used in renewable energy systems that are 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 19.1261c.*
  - ii. Solar and solar thermal energy
  - iii. Wind energy
  - iv. Kinetic energy of moving water, including the following:
    - a. Waves, tides or currents
    - b. Water released through a dam
  - v. Geothermal energy
  - vi. Thermal energy produced from a geothermal heat pump
  - vii. Any of the following cleaner energy resources:
    - a. *Municipal wastewater treatment sludge, wastewater, and sewage*
    - b. *Food waste and food production processing waste*
    - c. *Animal manure.*
    - d. *Organics separated from municipal solid waste.*

**CUSTOMER ELIGIBILITY**

In order to be eligible to participate in the Distributed Generation Program, customers must generate a portion of all or up to 110% of their own retail electricity requirements with an Eligible Electric Generator which utilizes a Renewable Energy Resource, as defined above.

A customer's eligibility to participate in the Distributed Generation Program is conditioned on the full satisfaction of any payment term or condition imposed by 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.

(Continued on Sheet No. D-62.30)

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**DISTRIBUTED GENERATION PROGRAM - DG-1**  
(Continued from Sheet No. D-62.20)

CUSTOMER BILLING ON INFLOW – CATEGORY 1, 2 AND 3 CUSTOMERS

- (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.
- (2) Retail Open Access Customer – The customer will be billed as stated on the customer's Retail Open Access Rate Schedule on metered Inflow for the billing period.

CUSTOMER BILLING ON OUTFLOW – CATEGORY 1, 2 AND 3 CUSTOMERS

The customer will be credited on outflow for the billing period. The credit shall be applied to the current billing month. 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. The Outflow Credit is nontransferable.

- (1) Full Service Customers Outflow Credit - Customers will be credited according to their underlying base rate schedule's Power Supply Energy Charges, including the Power Supply Cost Recovery (PSCR) Factor, on metered Outflow for the billing period.
- (2) Retail Open Access Customer – Customers will be credited at rates determined by their Retail Service Supplier on metered Outflow for the billing period.

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 Programs (CGS-1, CGS-2, CGS Large, CGS Biogas, PG-1M, PG-1AM or PG-1BM).

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.

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.

(Continued on Sheet No. D-62.40)

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T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>April 3, 2025</b>
Filed by: DW

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DISTRIBUTED GENERATION PROGRAM - DG-1  
(Continued from Sheet No. D-62.30)

Systems will be limited in size, not to exceed 110% of the Customer's self-service needs of the Rate Schedule to which this Rider is attached. 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 Kilowatt-hour 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.

**Generator Interconnection Requirements**

The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Interconnection and Distributed Generation Standards Rules (R460.901a – 460.1026) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service. 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.

The Company must approve in writing any subsequent changes in the interconnection configuration before such changes are allowed. Operating in parallel with the Company's system without the Company's written approval of the interconnection and written approval of any subsequent changes to the interconnection will subject the Customer's equipment to disconnection.

**Metering Requirements**

Metering requirements shall be specified by the Company, as detailed below. 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.

(Continued on Sheet No. D-62.50)

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**DISTRIBUTED GENERATION PROGRAM - DG-1**  
(Continued from Sheet No. D-62.40)

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. 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.

Customer Termination from the Distributed Generation Program

A participating customer may terminate participation in the Company's Distributed Generation Program at any time for any reason on thirty days' notice. If 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 interconnection and parallel 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 be applied to the customer's bill. Any other excess ***shall be refunded to the customer.*** Distributed Generation Program credit is non-transferrable.

Company Termination of the Distributed Generation Program

Company termination of the Distributed Generation Program may occur upon receipt of Commission approval. Upon Company termination of the Distributed Generation Program, any existing credit on the customer's account will be applied to the customer's bill. Any other credit ***shall be refunded to the customer.*** Distributed Generation Program credit is non-transferrable.

Distributed Generation Program Status and Evaluation Reports

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.

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 generation 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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**EXPERIMENTAL RENEWABLE ENERGY RIDER ERER 1**

**AVAILABILITY**

Available to customers currently taking service under the Rg1, Rg2, Cg1, Cg2, and Cg5 rate schedules who pay a premium on their usage for the Company to obtain energy from generating sources that are fueled by renewable resources for 25%, 50%, or 100% of their usage.

**RATE**

In addition to the customer's normal charges as indicated in the rate schedule under which the customer is served, there will be an adder per kWh based on the level of participation selected by the customer as follows:

Energy for Tomorrow <sup>TM</sup> - 25%	<b>\$.00212</b> per kWh
Energy for Tomorrow <sup>TM</sup> - 50%	<b>\$.00425</b> per kWh
Energy for Tomorrow <sup>TM</sup> - 100%	<b>\$.00849</b> per kWh

**CONDITIONS OF DELIVERY**

1. Customers may terminate service under this rider at any time. The change will become effective with the customer's next billing cycle following the customer's termination request to the Company.
2. In addition to the rate above, all rates and conditions of delivery of the respective rate schedule under which the customer is currently served are applicable.

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Vice-President,  
Milwaukee, Wisconsin



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**EXPERIMENTAL RENEWABLE ENERGY RIDER ERER 2**

**AVAILABILITY**

Available to customers currently taking service under rate schedules Cg3, Cp1, and Ms1 who nominate to pay a premium on a block of their usage to allow for the purchase of a block of energy generated by renewable resources.

**RATE**

In addition to the customer's normal charges as indicated in the rate schedule under which the customer is served, there will be an adder of \$.**00849** per kWh, based on the block of renewable energy purchased, which is applied to the lesser of the kWh consumed or the kWh nominated for renewable energy.

**CONDITIONS OF DELIVERY**

1. The customer will sign an individual customer contract which will initially obligate the customer to purchase up to the customer nominated block of renewable energy each billing period for one year. Thereafter, the contract will automatically renew for the next year unless terminated by either the Company or the customer 30 days prior to the expiration date. The customer may, at any time, increase the size of the block of renewable energy nominated.
2. If the amount of renewable energy nominated is more than the amount of energy consumed in a given billing period, the customer will pay the renewable energy premium only on the amount of energy consumed in that given billing period.
3. The size of the block of renewable energy nominated is completely at the discretion of the customer. There is no minimum or maximum block size of renewable energy that can be nominated.
4. In addition to the rate and conditions of delivery noted above, all rates and conditions of delivery of the respective rate schedule under which the customer is currently served are applicable.

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Vice-President,  
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**EXPERIMENTAL RENEWABLE ENERGY RIDER ERER 3**

**AVAILABILITY**

Available to customers currently taking service under the Cg3, Cp1, and Ms1 rate schedules who pay a premium on their usage for the Company to obtain energy from generating sources that are fueled by renewable resources for 25%, 50%, or 100% of their usage.

**RATE**

In addition to the customer's normal charges as indicated in the rate schedule under which the customer is served, there will be an adder per kWh based on the level of participation selected by the customer as follows:

Energy for Tomorrow <sup>TM</sup> - 25%	<b>\$.00212</b> per kWh
Energy for Tomorrow <sup>TM</sup> - 50%	<b>\$.00425</b> per kWh
Energy for Tomorrow <sup>TM</sup> - 100%	<b>\$.00849</b> per kWh

**CONDITIONS OF DELIVERY**

1. The customer will sign a contract which will initially obligate the customer to the level of participation selected for one year. Thereafter, the contract will automatically renew for the next year unless terminated by either the Company or the customer 30 days prior to the expiration date.
2. In addition to the rate above, all rates and conditions of delivery of the respective rate schedule under which the customer is currently served are applicable.

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Vice-President,  
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**POLE ATTACHMENTS RATE PA1**

**AVAILABILITY**

To customers, other than a utility or a municipality, contracting for attachment to the Company's poles.

**HOURS OF SERVICE:** Twenty-four.

**CHARACTER OF ATTACHMENT**

Any wire, cable, facility or apparatus for the transmission of writing, signs, signals, pictures, sounds or other forms of intelligence, installed upon any pole owned or controlled by the Company.

**RATE**

Pole Attachment: \$3.74 per year for each pole attachment  
Anchor: One time charge of \$15.00 for each anchor used unless the Company has been reimbursed for such anchor.

**BILLING**

Annual billing will be rendered on the date specified in the written contract, and will consist of charges for the current billing period for pole attachments and anchors. Additional billings resulting from rate changes will be billed on a prorated basis for the period covering the effective date of the change through the end of the current billing period.

**LATE PAYMENT CHARGE**

A one and one-half percent (1.5%) per month late payment charge will be applied to outstanding charges past due.

**CONDITIONS OF ATTACHMENT**

1. The Company will require that a standard form written contract be executed which will detail attachment and safety standards, billing practices to be followed, and other technical and operating parameters for the customer's equipment. All contracts will be filed with the Michigan Public Service Commission and will be deemed approved by the commission as to rates, terms and conditions of attachment, unless the commission on its own motion, within 20 days of the Company's filing, indicates disapproval.
2. The customer shall locate and operate its equipment, on the poles, in such a manner so as not to interfere with the services of the Company or other customers attached thereto.
3. The customer shall be responsible for adhering to all applicable national, state and local codes regarding the installation and maintenance of its equipment, including but not limited to the various municipal electrical codes, the electric service rules of the Michigan Public Service Commission, and the electric service rules and regulations of the Company.
4. The customer is required (i) to carry at least \$1,000,000 comprehensive general liability insurance and (ii) to furnish a bond in the amount of \$5,000 for the first 100 attachments made plus \$1,000 for each additional 100 attachments or fraction thereof or in an amount exceeding the above when the Company deems such additional surety is required.
5. The Company may apply to the Michigan Public Service Commission for such changes in the tariff sheets applicable to the customer as the Company deems necessary or desirable.
6. Definitions:
  - a. A pole attachment is defined as each 12 inches or less of vertical pole space occupied by the customer's facilities, excluding use by vertical conductors and power supplies on each pole.
  - b. A billing period is defined as twelve calendar months ending December 31.

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Vice-President,  
Milwaukee, Wisconsin



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**SUPPLY DEFAULT SERVICE RATE Ds1**

**AVAILABILITY AND PRIOR NOTICE REQUIREMENTS**

To customers in all areas served. This service is available, on a best-efforts basis to a customer greater than or equal to 4 MW Maximum Demand returning from supply from an AES (Alternative Electric Supplier) for a transition period of up to 12 months. This service applies to customers taking retail access service under the following Rates: Cg 3, Cp 1, Cp 4, Schedule A, and Cp LC. The Company is not required to build or purchase new capacity or interrupt firm customers to provide service under this schedule.

**HOURS OF SERVICE:** Twenty-four.

**CONDITIONS FOR MANDATORY DEFAULT SERVICE**

The Company will, on a best-efforts basis, provide power supply service to the customer. The customer is obligated to pay the Company for all costs associated with the Company providing the customer with Default Service.

**RATES**

**Delivery Charges:**

The delivery charges shall be the delivery charge of the retail access rate that the customer would qualify for, if applying as a new customer.

**Power Supply Charges:**

The price for each hour of usage under this schedule shall be the greater of:

1. The charge for power supply service under the Company's corresponding full requirements service rate for the customer, or
2. The customer's proportional share of 110% of the Company's cost of obtaining supply for default service customers including losses and any applicable charges.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.01***.

**MINIMUM CHARGE**

The monthly minimum charge shall be the minimum charge of the retail access rate that the customer would qualify for, if applying as a new customer.

**PAYMENT:** This rate is net.

**LATE PAYMENT CHARGE**

The late payment charge is 1.5%, not compounded, of the portion of the bill, net of taxes, that is delinquent. The late payment charge shall not apply to customers participating in the winter protection plan described in R 460.101-460.169.

**CONDITIONS OF DELIVERY**

1. The conditions of delivery shall be the conditions of delivery of the retail access rate that the customer would qualify for, if applying as a new customer.
2. Customers taking service under this rate schedule are also subject to the Terms and Conditions contained in the Retail Access Service Tariff rate schedule RAS-1.

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T. T. Eidukas  
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Milwaukee, Wisconsin

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## EXPERIMENTAL RENEWABLE ENERGY (SOLAR PV) DISTRIBUTED GENERATION RATE CGS PV

### AVAILABILITY

For the purposes of this schedule, Company is defined as Upper Michigan Energy Resources Corporation and Customer is defined as a person or business who wishes to sell electricity generated using solar photovoltaics (PV) to the Company.

This rate schedule is available to Customers participating in one of the Company's Energy For Tomorrow programs (rate schedules ERER1, ERER2 or ERER3). Eligible PV generating equipment must be rated for an aggregate generation capacity of not less than 1.5 kW and not more than 15 kW. This experimental tariff offering is limited to 75 kW of total generation capacity.

Eligible Customers may enroll in this experimental tariff offering for a period ending 09-30-11 by entering into a 10-year contract with the Company. Customers will execute and submit an interconnection agreement and meet all criteria in the Conditions of Purchase section of this tariff rider.

The terms and conditions of this rider may be modified before the expiration date, subject to approval by the Michigan Public Service Commission.

### RATE

#### Fixed Charge

No separate **Fixed** Charge for Customers selling electricity to the Company under this rate schedule. The Customer will pay the normal monthly **fixed** charge applicable to the rate schedule under which the Customer is served when the Customer is a purchaser of electric service from the Company.

#### Energy Rate

The Company will purchase power from the Customer at the following rate: \$0.225 per kWh.

The Customer will receive a monthly credit for the energy sold to the Company at the above rate and will receive at check whenever any net accumulated amount exceeds \$100.00.

#### Meter Charge

A second meter is required to measure the solar PV generating output of the Customer. The applicable second meter charge is: \$0.03288 per day

#### Minimum Charge

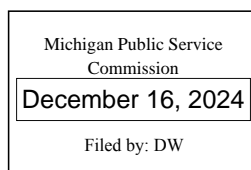
The monthly minimum charge is the meter charge.

### CONDITIONS OF PURCHASE

1. This tariff is limited to Energy for Tomorrow Customers. The level of participation in the Energy for Tomorrow program shall be at least as great as the anticipated annual PV output as mutually agreed upon by the Company and the Customer. See the Energy for Tomorrow rate schedules for additional detail.
2. This experimental tariff has a limited enrollment period ending 09-30-11. Customers with a signed contract may remain on the rate schedule for a term of 10 years from the date of their enrollment.
3. The Company will have title to all of the associated renewable attributes produced by the generation. Renewable attributes include any and all local, state, federal, and/or international renewable resource credits, emissions credits and any other environmentally related credits that are, or in the future will be, recognized by any governmental authority and attributed to the production of energy from renewable power.
4. The Customer must comply with the various applicable national, state and local electrical codes, rules and regulations; the electric service rules and regulations of the Company. The Company may request proof of such compliance prior to initiation of service. Proof of such compliance consists of a municipal inspection certificate or in locations where there is no municipal inspection, an affidavit furnished by the contractor or other person doing the work.

(Continued on Sheet No. D-69.00)

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Vice-President,  
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**EXPERIMENTAL RENEWABLE ENERGY (SOLAR PV) DISTRIBUTED GENERATION RATE CGS PV**  
**(Continued from Sheet No. D-68.00)**

**CONDITIONS OF PURCHASE (Cont.)**

5. A Distributed Generation Interconnection Agreement is required between the Customer and the Company as a condition for parallel operation of generation equipment.
6. A Surplus Energy Purchase Agreement is required between the customer and the Company as a condition for parallel operation.
7. An Energy for Tomorrow Power Partner Program Agreement is required between the Customer and the Company. The Customer has the right to appeal to the Public Service Commission if the Customer believes the terms of such Agreements are unreasonable.
8. A Customer operating electric generating equipment shall not connect it in parallel with the Company's electrical system unless the Customer has provided, at Customer's expense, protective and synchronizing equipment satisfactory to the Company.
9. The Customer shall operate its electric generating equipment in such a manner that does not unduly affect the Company's voltage waveform. The Company, at its sole discretion, will determine whether the Customer's generating equipment satisfies this criteria.
10. The Customer shall permit the Company, at any time that it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the Customer's equipment. The Customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.
11. The Customer shall permit Company employees to enter its property at any reasonable time for the purpose of inspecting and/or testing its equipment, facilities or apparatus to ensure its continued safe operation and the accuracy of the Company's metering equipment. Such inspections shall not relieve the Customer from its obligation to maintain the facilities in satisfactory operating condition.
12. Each of the parties shall indemnify and hold the other harmless against any and all liability for injuries or damages to persons or property caused, without the negligence of such other party, by the operation and maintenance by such parties of their respective electric equipment, lines and other facilities.
13. The Customer is obligated to pay all costs up-front to interconnect its generation facility to Company's electrical system. Interconnection costs include, but are not limited to, transformer costs, line extension and upgrade costs.
14. The Customer may simultaneously purchase energy from and sell energy to the Company. A second meter is required to measure the solar PV generating system output.
15. The Customer may contract for supplementary, stand-by, and maintenance electrical service from the Company under the rate schedule corresponding to the Customer's class of service. If a Customer is billed on a rate schedule which has a separately identified demand charge, the demand charge assessed for maintenance service will be prorated to take into account the number of days the Customer actually used Company service during the billing period.
16. The Customer is obligated to pay the cost, if any, associated with the meter requirements for PV generating equipment. Specific metering requirements will vary depending on the installation.

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## EXPERIMENTAL SHORT TERM PRODUCTIVITY RIDER - STPR

### AVAILABILITY

Available under special contract to customers currently taking service under the Cp 1 or Cp 3 rate schedules for the purpose of allowing customers which have shifted load off-peak to extend operations to the 4 hour period of 8:00 a.m. to noon and the 4 hour period of 6:00 p.m. to 10:00 p.m. for either 1 hour or a maximum of 2 contiguous hours per 4 hour period when system capacity is available, and at the sole discretion of the Company. Each 4 hour period is considered an "excess period". During an excess period, the customer will pay the rates shown below, and will not incur additional on-peak demand charges for usage in accordance with the terms and conditions of this Rider. This Rider does not waive the additional delivery demand charges that may be incurred by higher demands under this Rider. This Rider is not intended to provide for a reduction of a customer's normal on-peak billing demand.

This rider is limited to a maximum of 20 customers.

### RATES

All excess kWh are priced at the higher of:

The two hour average, for each of the two contiguous hours of each excess period that the customer is eligible to utilize, of the day ahead cleared Locational Marginal Prices for the WEC load zone in which the customer is located, plus ten percent (10%) OR

\$0.10 per kWh for all kWh when 1000 or more kWh is billed in an excess period OR

\$0.12 per kWh for all kWh under 1000 kWh per excess period.

During an excess period, the excess kWh is the difference between the kWh during the excess period on a 15-minute interval basis minus the kWh during the 15-minute interval in which the on-peak maximum demand occurs for the billing period. The excess kWh will not be negative. The excess period will consist of 1 or 2 whole hours as requested by the customer in advance.

Administrative Charge: \$100.00 per month

Minimum Charge: \$60.00 per excess period plus the Administrative Charge.

### CONDITIONS OF DELIVERY

1. The customer must request the service under this rider from the Company at least one hour in advance of the start of the customer's on-peak period (8:00 a.m. or 10:00 a.m.) and at least one hour prior to 6 PM for the evening via fax or other electronic means of notification acceptable to the Company. The customer will be notified if the service is unavailable. Once the service commences, the service may be unconditionally interrupted at the Company's sole discretion for capacity constraints with one hour advance notice by the Company.
2. If the customer does not reduce load one hour after notification by the Company, the customer will be billed at the standard Cp 1 on-peak demand rate for the additional load. Interruptions under this rider shall not count towards the hour limitations of any other rate schedule for curtailment.
3. Interruptible service under this rate may be refused if the Company believes the load to be billed under this rider is the customer's normal on-peak billing demand. The Company will notify the customer of the Company's refusal to provide service under this rider and the Company will inform the customer of the customer's right to ask for a commission review of the Company's refusal of service.
4. Customers with their own generators are not eligible for this rider.

(Continued to Sheet No. D-71.00)

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**EXPERIMENTAL SHORT TERM PRODUCTIVITY RIDER – STPR**  
**(Continued from Sheet No. D-70.00)**

CONDITIONS OF DELIVERY (Cont.)

5. The demand and energy applicable to the designated excess periods will be excluded from the curtailable credit in the Cp 3 rate schedule. Other than during the excess periods, all conditions of delivery concerning curtailment for the Cp 3 rate schedule shall be applicable.
6. Customers will sign individual customer contracts for one year. A customer may discontinue service under this rider after providing one month notice and payment of \$200.00. Such customer may not obtain service under this rider or successor rider for one year after termination.
7. The Company reserves the right to close this experimental rider to new customers at any time and to terminate or modify the rider with the approval of the Michigan Public Service Commission.
8. Except as noted above, all Conditions of Delivery and rate changes of the respective rate schedule under which a customer is served shall be applicable.

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**EXPERIMENTAL DOLLARS FOR POWER RIDER – DFP**

**AVAILABILITY**

Available under special contract to customers taking service under rate schedules Cp 1 or Cg 3 and who are not served under any of the non-firm rate schedules (curtailable, interruptible or any other non-firm options that may be added at a future date) who agree on a voluntary basis, to reduce a nominated amount (50 kW minimum) at each separately metered delivery point.

**RATE**

Energy Credit is based on the one price the customer selects for its loads reduced during each load reduction period.

Available Energy Credit Prices:    \$0.40    \$0.80    \$1.25    \$/kWh

**kWh Reduction:**

The kWh reduction will be determined by subtracting the actual energy measured during each load reduction period from the energy derived from the Adjusted Reference Load Shape during the same period. The average reduction during the period must be greater than or equal to 25 kW for the customer to receive a credit for the reduction.

**DEFINITIONS**

Primary Days are the five weekdays with the highest cumulative temperature-humidity index, as defined by weather recorded by the National Weather Service at Mitchell Field in Milwaukee, during the past two summer seasons, excluding those days designated as legal holidays under the Company's time of use rate schedules and days when the customer participated in any of the Company's voluntary load reduction program.

Substitute Days are the ten weekdays with the sixth to fifteenth highest cumulative temperature-humidity index, as defined by weather recorded by the National Weather Service at Mitchell Field in Milwaukee, during the past two summer seasons, excluding those days designated as legal holidays under the Company's time-of-use rate schedules and days when the customer participated in any of the Company's voluntary load reduction programs.

Reference Load Shape will be calculated from the average of each customer's 15-minute interval loads on the five Primary Days. Any Primary Days when the customer has missing interval data or the customer account was not active will be excluded from the calculation of the average, and days from the Substitute Days list will be used. After the initial calculation of the Reference Load Shape, the on-peak energy from each day used in calculating the average will be compared to the average on-peak energy, and any day with on-peak energy less than 80% of the average will be excluded, and days from the Substitute Days list will be used if available and the average will be recalculated. This process will repeat until all five days used in the calculation of the Reference Load Shape have on-peak energy of at least 80% of the average or there are fewer than five days available for the calculation.

Alternate Reference Load Shape is if there are fewer than five days available for the calculation of the Reference Load Shape, an Alternate Reference Load Shape will be used. The Alternate Reference Load Shape will be defined as the weekday in the current season with the highest cumulative temperature-humidity index as defined by weather recorded by the National Weather Service at Mitchell Field in Milwaukee prior to each day the customer is requested to reduce load under terms of this program (excluding those days designated as legal holidays under the Company's time of use rate schedules and also excluding those days the customer participated in any of the Company's voluntary load reduction programs).

Adjusted Reference Load Shape is when the Reference Load Shape or, if applicable, the Alternate Reference Load Shape, will be adjusted by the ratio of energy in the two hours prior to notification of a requested reduction to the energy derived from the Reference Load Shape or Alternate Reference Load Shape during the same two-hour time period.

(Continued to Sheet No. D-73.00)

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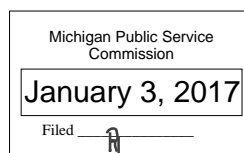
**EXPERIMENTAL DOLLARS FOR POWER RIDER – DFP**  
**(Continued from Sheet No. D-72.00)**

**CONDITIONS OF DELIVERY**

1. The customer will receive an Energy Credit only if the customer's load reduction is in response to a Company request for such load reduction. The Company may invoke a load reduction period at its sole discretion for either economic reasons or capacity constraint limitations on its systems or neighboring systems. The Company will determine which customers to call for a load reduction based on the Energy Credit Price selected by the customer. The Company is not obligated to call on all its participating customers for load reductions for any given load reduction period.
2. Access to service under this rider may be refused if the Company believes the nominated load to be reduced will not provide adequate load reduction when in the future the Company requests reduction. The Company will notify the customer of the Company's refusal to provide service under this rider and the Company will inform the customer of their right to ask for a Commission review of the Company's refusal of service.
3. The customer shall, at its expense, install and operate all additional apparatus and materials necessary for the notification and/or measurement of the reduction of load.
4. The customer will sign an individual customer contract to take service under this rider. The customer may elect a different Energy Credit Price once per billing period by providing the Company written notice a minimum of 5 days prior to the beginning of the customer's next billing period. The Energy Credit Price change will take effect for the customer's next billing period.
5. Prior to initiation of a load reduction period, the Company will notify the customer of the starting and ending times of each load reduction period.
6. Except as noted above, all conditions of delivery of the respective rate schedules under which the customer is serviced shall be applicable.
7. The customer will take service under this rider beginning on the next billing period that follows the latter of the execution of the contract or the installation of all apparatus and materials necessary for the notification and/or measurement of load.

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**EXPERIMENTAL POWER MARKET INCENTIVES - PMI**

**AVAILABILITY**

Available under special contract to customers taking service under rate schedule Cp 1 and who are not served under any of the non-firm rate schedules (curtailable, interruptible or any other non-firm option that may be added at a future date) who have 500 kW or greater of firm base load demand that they may be able to curtail.

**RATE – ENERGY CREDIT**

The Company will offer a price per kWh based on the market price of energy in the region available to the Company for the purchase or sale for each hour of the curtailment period. The Company will provide either day ahead notice or same day notice.

The price that will be paid is the quoted price.

**kWh Reduction:**

The kWh reduction will be determined by subtracting the actual energy measured during each load reduction period from the energy derived from the Adjusted Reference Load Shape during the same period.

**DEFINITIONS**

Reference Load Shape is where the customer has not entered into a customer specific reference load shape by special contract, the reference load shape will be derived from the customer's load shape on the same day of the week, one week prior, to the day a load reduction is requested. The following exclusions to the selection of the reference load shape will apply:

1. The day of the reference load shape cannot be a designated legal holiday under the Company's time-of-use rate schedules;
2. The day of the reference load shape cannot be a day in which the customer was requested to reduce load under terms of any of the Company's voluntary load reduction rate schedules or the Company's curtailable or interruptible rate schedules;
3. There cannot be any missing interval data for the account on the day of the reference load shape. If any of these exclusions apply, the reference load shape will be derived from the customer's load shape on the same day of the week, two weeks prior to the day a load reduction is requested. This process will continue until no exclusions apply.

Adjusted Reference Load Shape is when the Reference Load Shape will be adjusted by the ratio of energy in the two hours prior to notification of a requested reduction to the energy derived from the Reference Load Shape during the same two-hour time period.

**CONDITIONS OF DELIVERY**

1. Day Ahead Notice: The Company will make best efforts to electronically notify customers of its day ahead price, the amount of load it is seeking at that price, and the period of time it is seeking such load reductions, by noon of the day preceding the curtailment day. The customer must confirm electronically within one hour the specified amount of load they will curtail for the entire curtailment period. The Company will accept customer confirmations up to the designated amount of load the Company requested based on the order the customer confirmations are received. The Company will electronically notify, within one hour, those customers whose confirmations have been accepted and who are then expected to curtail. Subject to condition 3, upon such notification, the Company shall be responsible to pay the customer for the agreed-to load reduction.

(Continued to Sheet No. D-75.00)

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**EXPERIMENTAL POWER MARKET INCENTIVES - PMI**  
**(Continued from Sheet D-74.00)**

**CONDITIONS OF DELIVERY (Cont.)**

2. Same Day Notice: The Company will make its best efforts to electronically notify customers of its same day price, the amount of load it is seeking at that price, and the period of time it is seeking such load reductions. A customer must confirm within 10 minutes the specified amount of load they will curtail for the entire curtailment period. The Company will accept customer confirmations up to the designated amount of load the Company requested based on the order the customer confirmations are received. The Company will electronically notify, within 10 minutes, those customers whose confirmations have been accepted and who are then expected to curtail. Subject to condition 3, upon such notification, the Company shall be responsible to pay the customer for the agreed-to load reduction. The curtailment period could start in as little as 20 minutes after the ending of the customer's 10 minute confirmation period.
3. If the customer fails to curtail as agreed upon for any portion of the curtailment period, the customer will be paid for that portion of their load that they did shed, and will pay to the Company the Company's replacement costs for that portion of the load that they agreed to shed but did not shed. Replacement costs are equal to the reasonable cost to the Company for replacement energy, transmission and any additional costs to the Company, minus the price the Company had agreed to pay the customer for its curtailment.
4. It will be at the Company's discretion to seek load reductions from customers enrolled in this tariff. The Company will make a good faith effort to utilize this tariff.
5. The customer will receive an Energy Credit only if the customer's load reduction is in response to a Company request for such load reduction and the Company has previously accepted the customer's confirmation of such load reduction.
6. Service under this rider may be refused if the Company believes the nominated load to be reduced will not provide adequate load reduction when in the future the Company requests reduction. The Company will notify the customer of the Company's refusal to provide service under this rider and the Company will inform the customer of their right to ask for a Commission review of the Company's refusal of service.
7. The customer shall, at its expense, install and operate all additional apparatus and materials necessary for the notification and/or measurement of the reduction of load.
8. The customer will sign an individual customer contract to take service under this rider for one calendar year.
9. The Company will notify the customer of the starting and ending times of each load reduction period.
10. Except as noted above, all conditions of delivery of the customer rates schedules under which they are served are applicable.
11. The customer will take service under this rider beginning on the next billing period that follows the later of the execution of the contract or the installation of all apparatus and materials necessary for the notification and/or measurement of load.
12. There is no limit as to the length of an offered curtailment period.
13. Customers participating in the Company's Dollars for Power tariff may not participate under this rider.

(Continued to Sheet No. D-76.00)

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**EXPERIMENTAL POWER MARKET INCENTIVES - PMI**  
**(Continued from Sheet D-75.00)**

CONDITIONS OF DELIVERY (Cont.)

14. The Company anticipates it may expand this tariff in the future to include customers having 500 kW of firm load through aggregation with other customers, and may allow customers to offer varying amount of load reduction at different energy prices.
15. The customer shall treat the price per kWh offered by the Company as confidential information and not release such information for a period of 12 months.

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**ENERGY INFORMATION OPTIONS – RATE EI**

**AVAILABILITY**

Available under special contract to customers currently served under rate schedules Cp1, Cp4, Cg1, Cg2, Cg3 and Cg5, to provide dial-in access via a secure web site to the customer's available 15 minute interval data from Company owned billing meter(s). Customers taking service under one of the Company's nonfirm rate schedules are provided dial-in access to their available interval data from Company owned billing meter(s) at no charge to assist them in complying with the requirements of their non-firm rate schedule.

**RATE**

**Option A:**

Dial-in access to customer's available interval data from a Company owned billing meter(s) for customers served on the Cp-1 or Cp-4 rate schedules \$17 per month, per billing meter.

**Option B:**

Dial-in access to customer's available interval data from a Company owned billing meter(s) for customers served on the Cg1, Cg2, Cg3 and Cg5 rate schedules one time fee of \$1,045 for equipment/infrastructure plus \$18 per month, per billing meter.

**GENERAL CONDITIONS**

1. Customers will sign individual contracts for one year. The contract will contain a provision which, absent notice, will automatically extend the contract for one year from each anniversary date.
2. The customer understands that the data provided via dial-in access is not billing quality and as such the Company will not accept information gathered via dial-in access as the basis for any dispute regarding a customer's electric bill.
3. All Conditions of Delivery and rates of the respective rate schedule under which the customer is served shall be applicable.
4. The Company does not guarantee the data supplied and is not responsible for any suspensions, deficiencies, imperfections, or loss of data through this service.
5. The Company shall not waive any properly applied charges under the rate schedule the customer is served on due to any suspensions, deficiencies, imperfections, or loss of data through this service.
6. Customers are required to have access to the internet with Microsoft Internet Explorer 4.0 or higher with ActiveX, Secure Sockets Layer (SSL) and cookies enabled. Future requirements may change due to changes in technology and/or product upgrades. The customer is responsible for obtaining and paying for such access.
7. The Company may suspend this internet service without notice due to maintenance and product upgrades.
8. The Company reserves the right to close this experimental option to new customers at any time and to terminate or modify this option with the approval of the Michigan Public Service Commission.

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**PULSE SIGNAL DEVICE OPTION – RATE PS1**

**AVAILABILITY**

This option is available to customers served under one of the Company's general secondary or general primary rate schedules with electric services greater than 320 amps (services utilizing current transformers). The fees below will be assessed on a one time basis each time a device is installed.

**RATE**

Fees for Standard Installations

Customers currently served under a general primary rate schedule

kWh pulse relay device	\$200 (each)
kVARh pulse relay device	\$200 (each)
Time pulse relay device	\$100 (each)
Installation/administrative charge	\$300 (each installation visit)

Customers currently served under a general secondary rate schedule where meter does not have cell phone telemetry

Meter with kWh pulse output and relay device \$200 (This includes installation/administrative charge)

Customers currently served under a general secondary rate schedule where meter has cell phone telemetry

Meter with kWh pulse output and relay device \$200 (This includes installation/administrative charge)

Fees for NON-Standard Installations

Nonstandard devices and service installations will be provided on a time and materials fee basis.

**GENERAL CONDITIONS**

1. The Company will provide and install the necessary pulse metering equipment.
2. The Customer shall provide, install and maintain all wiring and equipment necessary to connect their devices to the Company pulse equipment and to provide additional secure mounting space for Company pulse equipment.
3. The Customer will not pay for any service calls on the pulse signal device and pulse generator device in the meter for the first 180 days following the initial installation. Following that time period, the customer shall pay for all service calls on the pulse signal device and pulse generator device in the meter on a time and materials basis. The Company will make a best effort to provide prompt service calls but cannot guarantee response times.
4. The Company may suspend pulse service, without notice, while performing required or routine maintenance on our measurement facilities.
5. The Company does not guarantee pulse data and is not responsible for any suspensions, deficiencies, imperfections, or loss of pulse signal service data.
6. The Company does not monitor pulse output equipment. It is the customer's responsibility to notify the Company of any problems with pulse output equipment.
7. The pulse signal device data is not of billing quality and as such the Company will not accept information gathered using the pulse as the basis for any dispute regarding a customer's electric bill.
8. The Company reserves the right to modify the standard installation or refuse installation in situations that will require extraordinary construction.

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**TRANSMISSION SUBSTATION SERVICE – METERED - TssM**

**AVAILABILITY**

To customers contracting for secondary transmission substation electrical service for one year or more. This transmission substation service is sometimes referred to as Auxiliary Power.

**HOURS OF SERVICE:** Twenty-four.

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

**RATE**

**Power Supply Charges:**

The General Secondary Rate Schedule Cg1 charges shall apply.

**Delivery Charges:**

The General Secondary Rate Schedule Cg1 ***fixed*** charges shall apply.

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to ***D-7.00***.

**MINIMUM CHARGE**

For regular service the monthly minimum charge shall be the ***Fixed*** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, and the Excess Meter Charge, if applicable. For auxiliary service the monthly minimum charge shall be as provided in conditions of delivery. See paragraph 6, Conditions of Delivery, Sheet D-22.00.

**LATE PAYMENT CHARGE:** A 1.5% per month late charge will be applied to outstanding charges past due.

**RETAIL ACCESS OPTION**

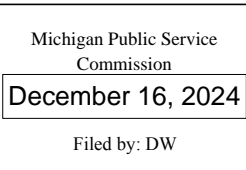
Customers who meet the availability requirements of the TssM rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Capacity Power Supply Charge in Rate Schedule Cg1, not subject to Power Supply surcharges and credits, if their Alternative Electric Supplier has not secured generation capacity for the customer. There is a \$2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

**CONDITIONS OF DELIVERY**

See Sheet No. D-22.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

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**TRANSMISSION SUBSTATION SERVICE – UNMETERED - TssU**

**AVAILABILITY**

To customers contracting for secondary transmission substation electrical service for one year or more. This transmission substation service is sometimes referred to as Auxiliary Power.

Availability of service under this tariff is further limited to customers where metered service is not readily available and cannot be practically or economically metered at each individual service location, as determined by the Company based on current metering specifications.

(See Conditions of Delivery section of this tariff for more detail on metering requirements.)

**HOURS OF SERVICE:** Twenty-four.

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

**RATE**

Power Supply Charges:

The General Secondary Rate Schedule Cg1 charges shall apply.

Delivery Charges: These charges are applicable to Full Requirements and Retail Access service.

**Fixed** Charge: per day per standard meter or service connection  
\$0.12000

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-7.00**.

**MINIMUM CHARGE**

For regular service the monthly minimum charge shall be the **Fixed** Charge, the Renewable Energy Surcharge, the Energy Waste Reduction Surcharge, and the Excess Meter Charge, if applicable. For auxiliary service the monthly minimum charge shall be as provided in conditions of delivery, paragraph 6, Sheet D-22.00.

**LATE PAYMENT CHARGE:** A 1.5% per month late charge will be applied to outstanding charges past due.

**RETAIL ACCESS OPTION**

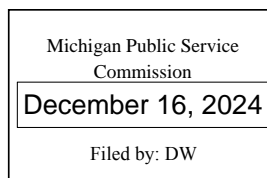
Customers who meet the availability requirements of the TssU rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, retail access customers shall pay the Capacity Power Supply Charge in Rate Schedule Cg1, not subject to Power Supply surcharges and credits, if their Alternative Electric Supplier has not secured generation capacity for the customer. There is a \$2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

**CONDITIONS OF DELIVERY**

1. The availability of this rate schedule is limited to transmission substation electric service.
2. Service under this rate schedule will be subject to terms and conditions outlined in a separately executed Service Agreement signed by a representative of both the customer and Company. This Service Agreement will specify, at a minimum, the maximum hourly energy consumption of the substation equipment, per manufacturer's specifications and subject to confirmation by testing performed by Company personnel and any other customer-specific terms and conditions that are not otherwise specified in this tariff. If the customer is an affiliated interest of the Company, as defined in Wis. Stat. §196.52, the Service Agreement is hereby deemed approved as an affiliated interest agreement.

(Continued on Sheet No. D-81.00)

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**TRANSMISSION SUBSTATION SERVICE – UNMETERED - TssU**  
**(Continued from Sheet No. D-80.00)**

**CONDITIONS OF DELIVERY (Cont.)**

2. (cont.) If new equipment is introduced, as reported by the customer pursuant to Conditions of Delivery 6, below, the maximum load draw will be determined, per manufacturer's specifications, subject to confirmation by testing performed by Company personnel, at their sole discretion, and incorporated into the billing calculations.
3. The transmission substation equipment shall operate in such a manner so as not to unduly affect the Company's voltage waveform or reliability of service to other customers.
4. The customer shall permit Company employees to inspect and test its equipment at any reasonable time for the purpose of ensuring its continued safe operation and the non-interference of the equipment with the reliability of service to other customers of the Company. Such inspections shall not relieve the customer from its obligation to maintain the facilities in satisfactory operating condition.
5. The customer shall permit the Company, at any time as it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees as a result of the operation of the customer's equipment. The customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.
6. The customer shall notify the Company on an annual basis of any additions, subtractions or modifications of equipment served under this rate schedule by the customer per the rules of the Service Agreement between the customer and the Company. If manufacturer's specifications and/or testing of new equipment by Company personnel indicate an increase in the estimated annual energy usage, energy charges will be pro-rated to reflect this change as of the date that such equipment became operational.

The customer's failure to notify the Company of such change in equipment within 30 days of the change may result in back-billing at the new estimated annual energy usage for up to two years and/or cancellation of service under this rate, at the sole discretion of the Company.

7. All customer equipment shall be made available to the Company for testing at least 30 days prior to being energized. If equipment being installed is of the same brand and model number as devices already tested by Company personnel for purposes of verifying maximum hourly energy consumption and meets all other requirements of service under this rate schedule, this requirement shall be waived.
8. The Company assumes no liability for damage to customer-owned or leased equipment served under this rate schedule, except for damages expressly caused by the negligence of the Company.
9. Each of the parties shall indemnify and hold the other harmless against any and all liability for injuries or damages to persons or property caused, without the negligence of such other party, by the operation and maintenance by such parties of their respective equipment, lines and other facilities.
10. Energy furnished under this rate shall not be used for purposes other than those specified in this tariff and shall not be resold.

All other conditions of delivery for TssM service apply, as described on Sheet No. D-79.00. Any apparent contradiction between the terms of this TssU rate schedule and the Conditions of Delivery for TssM service will be governed by the TssU rate schedule terms and conditions.

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**COMPANY RULES AND REGULATIONS**

**Reserved for Future Use**

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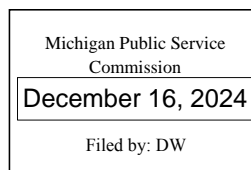
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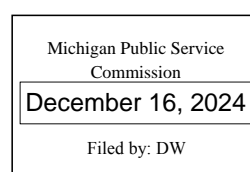
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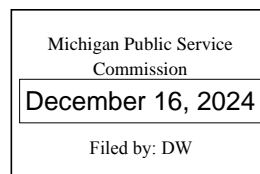
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**D2. RESIDENTIAL SERVICE – SPECIAL RULES**

**RgXM**

**1. POWER SUPPLY COST RECOVERY CLAUSE**

See Schedule PSCR.

**2. APARTMENT BUILDINGS & MULTIPLE DWELLINGS**

- a. An apartment building or multiple dwelling shall be considered as one containing nine or more rooms in which single rooms, suites, or groups of rooms have individual cooking and kitchen sink accommodations: Service supplied through a single meter to an apartment building or multiple dwelling containing less than three apartments may be billed on the residential service rates on a single customer basis. Service supplied through a single meter to an apartment building or multiple dwelling containing three or more apartments shall be billed in accordance with either b. or c.
- b. Apartment buildings or multiple dwellings containing three or four apartments: The customer may have the option of being billed under either the residential service rate or the appropriate general service or commercial and industrial service rate. For the purpose of billing under the residential service rate, the initial charge, the kilowatt hour blocks, and the minimum charge shall be multiplied by the number of apartments served through one meter.
- c. Apartment buildings or multiple dwellings containing five or more apartments: The customer shall be billed under the appropriate general service or commercial and industrial service rate.
- d. If separate meters are installed for each apartment: The residential rate shall apply to each apartment.
- e. If the building contains four or less apartments: The service to the public areas and for other common usage shall be billed on the residential rate whether metered separately or combined with service to one or more apartments.
- f. If the building contains five or more apartments: Service to the public areas and for other common usage shall be billed on the appropriate commercial and industrial schedule whether metered separately or combined with service to one or more apartments.

**3. COMBINED SERVICE**

A customer occupying a building or apartment for business and residence purposes may combine the commercial and residential service through one meter under a commercial schedule.

**4. THREE PHASE SERVICE**

Three phase service shall be billed under an appropriate commercial and industrial schedule.

**5. SEASONAL BILLING**

- a. Service shall be billed for six months. Billing cycles for the business months of May through October shall apply for facilities normally utilized during summer months and November through April for facilities normally utilized during winter months. Customers in billing groups 1 through 4 during the May 1986, business month shall pay one-half the seasonal customer charge.
- b. Service may remain connected during the off-season, and incidental use during such period will be included with the first billing of the following season, but if substantial use is recorded in any off-season month, such use may be billed on a monthly basis with no customer or minimum charges.

**6. SPACE HEATING**

- a. Only company-approved space heating equipment is permitted under these schedules.
- b. Permanently-installed electric space heating equipment (except 120 volt units individually rated at 1,650 watts or less) shall be designed to operate at a voltage in excess of 200 volts.
- c. Electric space heating equipment in each room or zone shall be controlled by one or more thermostats located within the room or zone, but not more than 6,000 watts shall be controlled by one thermostat.
- d. Electric heating systems shall be of a type and application approved by the company, and the installation shall comply with the electric service rules of the company.

(Continued on Sheet No. D-103.00)

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dated December 9, 2016  
in Case No. U-18061

**D2. RESIDENTIAL SERVICE – SPECIAL RULES**

**RgXM**

**(Continued from Sheet No. D-102.00)**

7. WATER HEATING

- a. The water heater shall be equipped with a thermostatically operated noninductive heating element(s) with a rating of not more than 5,500 watts designed to operate at a voltage in excess of 200 volts (except 120 volt units individually rated at 1,650 watts or less).
- b. A dual element water heater with a total wattage (top plus bottom element wattage) exceeding 5,500 watts shall have the elements so connected or interlocked that not more than one element is operable at any one time.
- c. The water heating requirements for any one premise may be supplied from more than one water heater provided that each meets the above specifications.

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**D2. RESIDENTIAL SERVICE**  
**AVAILABILITY**

**Rg-1M**

This schedule is available for single-phase service to residential customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

**MONTHLY RATE**

Distribution Service

Fixed Charge - Daily

\$0.3945	Year-Round Customers
\$0.7890	Seasonal Customers

Energy Charge

All kWh: **\$0.05282** /kWh

Power Supply Service (Optional)

<u>Energy Charge</u>	<u>Capacity</u>	<u>Non-Capacity</u>	<u>Total</u>
All kWh:	<b>\$0.04137</b>	<b>\$0.07067</b>	<b>\$0.11204</b> /kWh

**Residential Income Assistance (RIA) Service Provision:**

*When service is supplied to a residential customer for primary residence, 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. SNAP*
- 5. Medicaid*

*If the 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.*

*The monthly credit for the Income Assistance Service Provision (RIA) shall be applied as follows:*

*Income Assistance Credit: \$(12.00) per customer per month*

**Residential Service Senior Citizen Provision:**

*When service is supplied to a Principal Residence Customer, who is 65 years of age or older and head of household, a credit shall be applied during all billing months.*

*The monthly credit for the Residential Service Senior Citizen Provision shall be applied as follows: Delivery Charges: These charges are applicable to Full Service and Retail Open Access customers.*

*The monthly credit for the Residential Service Senior Citizen Provision shall be applied as follows:*

*Senior Assistance Credit: \$(6.00) per month per customer*

*This credit shall not be taken in conjunction with a credit for the Residential Income Assistance (RIA) Service Provision.*

*(Continued on Sheet No. D-104.10)*

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**D2. RESIDENTIAL SERVICE**

*(Continued from Sheet No. D-104.00)*

**Rg-1M**

MINIMUM CHARGE

The monthly minimum charge is the fixed charge.

POWER SUPPLY COST RECOVERY CLAUSE

See Schedule PSCR, starting on Sheet **D-3.00**.

APARTMENT BUILDINGS & MULTIPLE DWELLINGS

See Schedule RgX starting on Sheet D-102.00.

COMBINED SERVICE

See Schedule RgX starting on Sheet D-102.00.

THREE PHASE SERVICE

See Schedule RgX starting on Sheet D-102.00.

SEASONAL BILLING

See Schedule RgX starting on Sheet D-102.00.

SPACE HEATING

See Schedule RgX starting on Sheet D-102.00.

WATER HEATING

See Schedule RgX starting on Sheet D-103.00.

PARALLEL GENERATION

See Schedule PG starting on Sheet D-137.00.

ENERGY WASTE REDUCTION

See Schedule EWR starting on Sheet **D-5.00**.

RATE REALIGNMENT ADJUSTMENT

See Schedule RRA starting on Sheet D-157.00.

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**D2. RESIDENTIAL SERVICE – OPTIONAL TIME-OF-USE**

**RG-OTOU-1M**

AVAILABILITY

This schedule is available upon written request for single phase service to residential customers on a voluntary basis for a minimum period of one year. This schedule is available to customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

Fixed Charge

Daily

\$0.3945

Year-round customers

\$0.7890

Seasonal customers

Energy Charge

On-Peak: All kWh at **\$0.10355** /kWh

Off-Peak: All kWh at **\$0.02589** /kWh

Power Supply Service (Optional)

Energy Charge

Capacity

Non-Capacity

Total

On-Peak: All kWh at **\$0.11088** **\$0.10852** **\$0.21940** /kWh

Off-Peak: All kWh at **\$0.04806** /kWh

PRICING PERIOD DEFINITIONS

On-Peak Periods

The following periods on Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays:

1. Summer (Calendar Months of May - September)  
Option 1: 9:00 AM to 7:00 PM  
Option 2: 10:00 AM to 8:00 PM
2. Winter (Calendar Months of October - April)  
Option 1: 8:00 AM to 12:00 noon and 4:00 PM to 9:00 PM  
Option 2: 9:00 AM to 12:00 noon and 4:00 PM to 10:00 PM

Customer must choose the same option number during both the winter and summer periods.

Off-Peak Periods

All hours not included as on-peak hours above.

HOLIDAYS

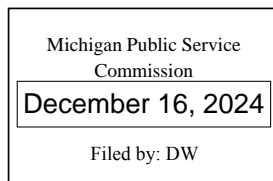
The days of the year which are considered holidays are New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday After Thanksgiving, Day Before Christmas, Christmas Day, and Day Before New Year's Day.

MINIMUM CHARGE

The monthly minimum charge is the fixed charge.

(Continued on Sheet No. D-106.00)

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**D2. RESIDENTIAL SERVICE – OPTIONAL TIME-OF-USE**  
**(Continued from Sheet No. D-105.00)**

**RG-OTOU-1M**

**SPECIAL TERMS AND PROVISIONS**

1. This rate schedule will apply for a minimum of one year from the date consumption under this tariff is initiated.
2. A customer must remain on a selected pricing period option for a minimum period of one year from the date consumption under this tariff is initiated or from the date a pricing period option change becomes effective.
3. Any customer choosing to be served on this rate schedule thereby waives all rights to any billing adjustments arising from a claim that the bill for the customer's service would be cheaper on any alternative rate schedule for any period of time.
4. The meter must be located outside or in a location that is readily accessible by Company personnel during normal working hours.

**Residential Income Assistance (RIA) Service Provision:**

*When service is supplied to a residential customer for primary residence, 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. *SNAP*
5. *Medicaid*

*If the 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.*

*The monthly credit for the Income Assistance Service Provision (RIA) shall be applied as follows:*

*Income Assistance Credit: \$(12.00) per customer per month*

**Residential Service Senior Citizen Provision:**

*When service is supplied to a Principal Residence Customer, who is 65 years of age or older and head of household, a credit shall be applied during all billing months.*

*The monthly credit for the Residential Service Senior Citizen Provision shall be applied as follows: Delivery Charges: These charges are applicable to Full Service and Retail Open Access customers.*

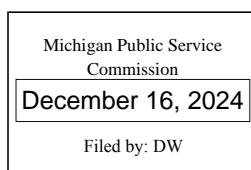
*The monthly credit for the Residential Service Senior Citizen Provision shall be applied as follows:*

*Senior Assistance Credit: \$(6.00) per month per customer*

*This credit shall not be taken in conjunction with a credit for the Residential Income Assistance (RIA) Service Provision.*

(Continued on Sheet D-106.10)

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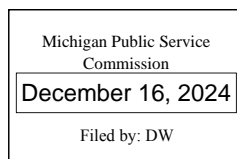
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**D2. RESIDENTIAL SERVICE – OPTIONAL TIME-OF-USE**  
**(Continued from Sheet No. D-106.00)**

**RG-OTOU-1M**

<u>POWER SUPPLY COST RECOVERY CLAUSE</u>	See Schedule PSCR, starting on Sheet <b>D-3.00</b> .
<u>APARTMENT BUILDINGS &amp; MULTIPLE DWELLINGS</u>	See Schedule RgX starting on Sheet D-102.00.
<u>COMBINED SERVICE</u>	See Schedule RgX starting on Sheet D-102.00.
<u>SEASONAL BILLING</u>	See Schedule RgX starting on Sheet D-102.00.
<u>SPACE HEATING</u>	See Schedule RgX starting on Sheet D-102.00.
<u>WATER HEATING</u>	See Schedule RgX starting on Sheet D-103.00.
<u>PARALLEL GENERATION</u>	See Schedule PG starting on Sheet D-137.00.
<u>ENERGY WASTE REDUCTION</u>	See Schedule EWR starting on Sheet <b>D-5.00</b> .
<u>RATE REALIGNMENT ADJUSTMENT</u>	See Schedule RRA starting on Sheet D-157.00.

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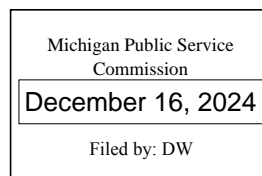
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*Reserved for Future Use*

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**D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE – RULES**

**CgXM**

1. POWER SUPPLY COST RECOVERY CLAUSE

See Schedule PSCR.

2. PRIMARY DISCOUNT PROVISION

For customers with a recorded demand of 100 or more Kw for any three consecutive months within each 12-month period and where the customer's entire requirements are taken and metered at one point, the monthly bill for service will be subject to the following discounts:

a. For Metering of Service

- 1) Under 6,000 volts - None.\*
- 2) 6,000 volts to 15,000 volts, inclusive - 1.00%.\*
- 3) Over 15,000 volts - 1.75%.

b. For Delivery of Service

- 1) Under 6,000 volts - None.\*
- 2) 6,000 volts to 15,000 volts, inclusive - \$.20/Kw of recorded demand.\*
- 3) Over 15,000 Volts - \$.40/Kw of recorded demand.

\* Customers receiving discounts and service between 2,000 and 6,000 volts at one or more locations as of 1-1-73, shall receive the 1.00% discount for primary metering and/or the \$.20/Kw discount for delivery of service at primary voltages at those locations.

The customer shall provide a support for the company to terminate the primary conductors and install other required equipment. Customer-owned substation equipment shall be operated and maintained by the customer. The support and substation equipment is subject to the company's inspection and approval.

The above listed voltages are phase-to-ground for wye-connected company systems and phase-to-phase for delta-connected company systems.

3. SHORT TERM AND TEMPORARY SERVICE

Short term and temporary service is available to customers requiring service for less than annual periods.

- a.
  - 1) For holiday/decorative lighting see Ls-1M.
  - 2) For special events see RIIIM, Temporary Service.
  - 3) For construction see RIIIM, Temporary Service.
- b. Standard proration rules shall apply to the initial and final billing periods.
- c. At the expiration of any month, the customer may cancel his contract for service under these provisions and may contract for one year or more under the standard rate applicable to this service.

4. ANNUAL MINIMUM CHARGE

An annual minimum charge equal to 12% of the investment in facilities used exclusively to serve the customer shall be required.

5. SEASONAL BILLING

- a. Service shall be billed for six months. Billing cycles for the business months of May through October shall apply for facilities normally utilized during summer months and November through April for facilities normally utilized during winter months. Customers in billing groups 1 through 4 during the May 1986, business month shall pay one-half the seasonal customer charge.
- b. Service may remain connected during the off season, and incidental use during such period will be included with the first billing of the following season; but if substantial use is recorded in any off-season month, such use may be billed on a monthly basis with no customer or minimum charges.

(Continued on Sheet No. D-110.00)

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**D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE – RULES**  
**(Continued from Sheet No. D-109.00)**

**CgXM**

6. SPACE HEATING

- a. Only company-approved space heating equipment is permitted under these schedules.
- b. Permanently installed electric space heating equipment (except 120 volt units individually rated at 1,650 watts or less) shall be designed to operate at a voltage in excess of 200 volts.
- c. Electric space heating equipment in each room or zone shall be controlled by one or more thermostats located within the room or zone.

Unless written authorization is received from the company, each thermostat shall not control more than 6,000 watts.

- d. Electric heating systems shall be of a type and application approved by the company, and the installation shall comply with the electric service rules of the company.

7. WATER HEATING

- a. Unless written exception is received from the company, the water heater shall be equipped with a thermostatically operated noninductive heating element(s) with a rating of not more than 5,500 watts designed to operate at a voltage in excess of 200 volts (except 120 volt units individually rated at 1,650 watts or less.)
- b. A dual element water heater with a total wattage (top plus bottom element wattage) exceeding 5,500 watts shall have the elements so connected or interlocked that not more than one element is operable at any one time.
- c. The water heating requirements for any one premise may be supplied from more than one water heater provided that each meets the above specifications.

8. STANDBY SERVICE

Where service is made available to loads which can be served by a source of power other than the company's (excluding emergency standby maintained in the event of failure of company's supply), billing shall be at the above rate, but the monthly minimum demand charge for standby service shall be not less than \$1.50 per Kw of contracted demand (subject to primary discounts).

If the highest demand in any month exceeds the contract demand, the minimum demand charge shall thereafter be based on the highest actual demand. The company may install suitable devices to limit the actual demand to the contract demand and may limit size of standby load to be served under this rate to the available system capacity at the customer's location.

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**D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE**

**Cg-1M**

AVAILABILITY

This schedule is available to small commercial and industrial customers where neither of the following have been exceeded for three consecutive months and also exceeded for at least one month in each succeeding rolling 12-month period:

1. Total demand of 100 kW; or.
2. Total monthly energy consumption of 12,500 kWh.

Customers taking service on the Cg-1M rate as of the effective date of the Commission Order in Case No. U-13688, that qualify for **Cp-1M** by exceeding 100 **kW** of demand or 25,000 **kWh** for three consecutive months prior to September 1, 2004, have the option to remain on the applicable energy only rate. These customers will be subject to the following **fixed** charges: \$8.3836/day for year-round **fixed** charge or \$16.7671/day seasonal **fixed** charge.

This schedule is available to customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

Fixed Charge

Daily

\$0.8219

Year-Round Customers

\$1.6438

Seasonal Customers

Energy Charge

All kWh: **\$0.04326 /kWh**

Power Supply Service (Optional)

Energy Charge

All kWh:

Capacity

**\$0.04045**

Non-Capacity

**\$0.06472**

Total

**\$0.10517 /kWh**

For new customers the company may, at its discretion, waive the three month qualification period when, in the company's judgment, the customer would obviously meet the qualification criteria. Within 12 months, the company shall inform the customer in writing that failure of the customer to meet the qualification criteria after a waiver is granted will result in:

1. The customer being immediately placed on the appropriate rate schedule, and
2. Backbilling to reflect the appropriate rate schedule from the date the waiver was originally effective.

MINIMUM CHARGE

For the regular rate, the minimum charge is the fixed charge plus the energy waste reduction charge.

POWER SUPPLY COST RECOVERY CLAUSE

See Schedule PSCR starting on Sheet **D-3.00**

SHORT TERM SERVICE

See Schedule CgXM starting on Sheet D-109.00

ANNUAL MINIMUM CHARGE

See Schedule CgXM starting on Sheet D-109.00

SEASONAL BILLING

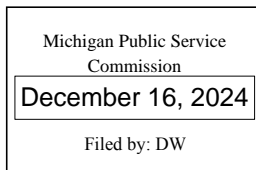
See Schedule CgXM starting on Sheet D-109.00

SPACE HEATING

See Schedule CgXM starting on Sheet D-110.00

(Continued on Sheet No. D-112.00)

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**D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE**

**Cg-1M**

**(Continued from Sheet No. D-111.00)**

WATER HEATING

See Schedule CgXM starting on Sheet D-110.00

STANDBY SERVICE

See Schedule CgXM starting on Sheet D-21100.00

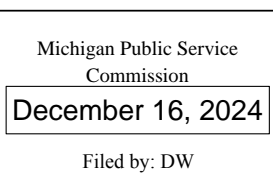
ENERGY WASTE REDUCTION

See Schedule EWR starting on Sheet **D-5.00**

RATE REALIGNMENT ADJUSTMENT

See Schedule RRA starting on Sheet D-157.00.

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**D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE**

**Cg-3M**

AVAILABILITY

This schedule is available to small commercial and industrial customers where:

1. Total monthly energy consumption has exceeded 12,500 kWh for three consecutive months and, after qualifying at least once in succeeding rolling 12 month periods; or
2. Does not meet the availability criteria for the Cg-1M or Cp-1M rate schedules.

Customers taking service on the Cg-1M rate as of the effective date of the Commission Order in Case U-13688, that qualify for **Cp-1M** by exceeding 100 **kW** of demand or 25,000 kWh for three consecutive months prior to September 1, 2004, have the option to remain on the applicable energy only rate. These customers will be subject to the following **fixed** charges: \$8.3836/day for year-round **fixed** charge or a \$16.7671/day seasonal **fixed** charge.

This schedule is available to customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

Fixed Charge

Daily

\$1.3151

Year-Round Customers

\$2.6301

Seasonal Customers

Energy Charge

All kWh: **\$0.04610 /kWh**

Power Supply Service (Optional)

Energy Charge

All kWh:

Capacity

**\$0.03180**

Non-Capacity

**\$0.05780**

Total

**\$0.08960 /kWh**

For new customers the company may, at its discretion, waive the three month qualification period when, in the company's judgment, the customer would obviously meet the qualification criteria. Within 12 months, the company shall inform the customer in writing that failure of the customer to meet the qualification criteria after a waiver is granted will result in:

1. The customer being immediately placed on the appropriate rate schedule, and
2. Backbilling to reflect the appropriate rate schedule from the date the waiver was originally effective.

MINIMUM CHARGE

The minimum charge is the fixed charge plus the energy waste reduction charge.

POWER SUPPLY COST RECOVERY CLAUSE

See Schedule PSCR starting on Sheet **D-3.00**

SHORT TERM SERVICE

See Schedule CgXM starting on Sheet D-109.00

ANNUAL MINIMUM CHARGE

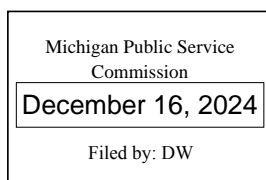
See Schedule CgXM starting on Sheet D-109.00

SEASONAL BILLING

See Schedule CgXM starting on Sheet D-109.00

(Continued on Sheet No. D-114.00)

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**D3. SMALL COMMERCIAL & INDUSTRIAL SERVICE**

**Cg-3M**

**(Continued from Sheet No. D-113.00)**

SPACE HEATING

See Schedule CgXM starting on Sheet D-110.00

WATER HEATING

See Schedule CgXM starting on Sheet D-110.00

STANDBY SERVICE

See Schedule CgXM starting on Sheet D-10.00

ENERGY WASTE REDUCTION

See Schedule EWR starting on Sheet ***D-5.00***

RATE REALIGNMENT ADJUSTMENT

See Schedule RRA starting on Sheet D-157.00.

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**D3. SMALL COMM & IND SERVICE – OPTIONAL TIME-OF-USE**

**Cg-OTOU-1M**

AVAILABILITY

This schedule is available upon written request on a voluntary basis for service to small commercial and industrial customers who qualify for rate Schedules Cg-1M *or* Cg-3M. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST and not required to receive service under rate schedule PSDS.

Customers taking service on the Cg-OTOU-1M rate as of the effective date of the Commission Order in Case No. U-13688, that qualify for **Cp-1M** by exceeding 100 *kW* of demand or 25,000 *kWh* for three consecutive months prior to September 1, 2004, have the option to remain on the applicable energy only rate. These customers will be subject to the following **fixed** charges: \$8.3836/day for year-round **fixed** charge or a \$16.7671/day seasonal **fixed** charge.

This schedule is available to customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

Fixed Charge

Daily

\$0.8219

Year-round customers

\$1.6438

Seasonal customers

Energy Charge

On-Peak: All kWh at **\$0.05229**

Off-Peak: All kWh at **\$0.01307**

Power Supply Service (Optional)

Energy Charge

Capacity

Non-Capacity

Total

On-Peak: All kWh at

**\$0.07420**

**\$0.09119**

**\$0.16539**

Off-Peak: All kWh at

**\$0.04135**

PRICING PERIOD DEFINITIONS

On-Peak Periods

The following periods on Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays:

1. Summer (Calendar Months of May - September)

Option 1: 9:00 AM to 7:00 PM

Option 2: 10:00 AM to 8:00 PM

2. Winter (Calendar Months of October - April)

Option 1: 8:00 AM to 12:00 noon and 4:00 PM to 9:00 PM

Option 2: 9:00 AM to 12:00 noon and 4:00 PM to 10:00 PM

Customer must choose the same option number during both the winter and summer periods.

Off-Peak Periods

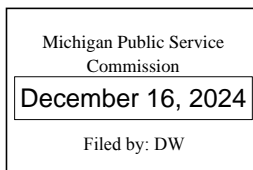
All hours not included as on-peak hours above.

HOLIDAYS

The days of the year which are considered holidays are New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday After Thanksgiving, Day Before Christmas, Christmas Day, and Day Before New Year's Day.

(Continued on Sheet No. D-116.00)

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Vice-President,  
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**D3. SMALL COMM & IND SERVICE – OPTIONAL TIME-OF-USE**  
**(Continued from Sheet No. D-115.00)**

**Cg-OTOU-1M**

MINIMUM CHARGE

The monthly minimum charge is the fixed charge plus the energy waste reduction charge.

SPECIAL TERMS AND PROVISIONS

1. This rate schedule will apply for a minimum of one year from the date consumption under this tariff is initiated.
2. A customer must remain on a selected pricing period option for a minimum period of one year from the date consumption under this tariff is initiated or from the date a pricing period option change becomes effective.
3. Any customer choosing to be served on this rate schedule thereby waives all rights to any billing adjustments arising from a claim that the bill for the customer's service would be cheaper on any alternative rate schedule for any period of time.
4. The meter must be located outside or in a location that is readily accessible by Company personnel during normal working hours.

POWER SUPPLY COST RECOVERY CLAUSE

See Schedule PSCR starting on Sheet **D-3.00**

SHORT TERM SERVICE

See Schedule CgXM starting on Sheet D-109.00

ANNUAL MINIMUM CHARGE

See Schedule CgXM starting on Sheet D-109.00

SEASONAL BILLING

See Schedule CgXM starting on Sheet D-109.00

SPACE HEATING

See Schedule CgXM starting on Sheet D-110.00

WATER HEATING

See Schedule CgXM starting on Sheet D-110.00

STANDBY SERVICE

See Schedule CgXM starting on Sheet D-110.00

PARALLEL GENERATION

See Schedule PGM starting on Sheet D-137.00

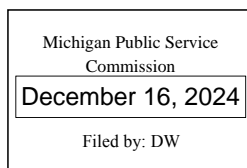
ENERGY WASTE REDUCTION

See Schedule EWR starting on Sheet **D-5.00**

RATE REALIGNMENT ADJUSTMENT

See Schedule RRA starting on Sheet D-157.00.

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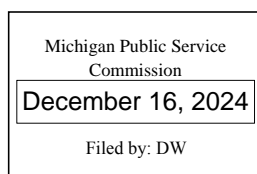
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*Reserved for Future Use*

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE**

**Cp-1M**

EFFECTIVE IN: All territory served.

AVAILABILITY

This schedule is applicable to customers whose monthly demand is equal to or greater than 100 kW or 25,000 kWh/month for three consecutive months and others taking standby service. This schedule is also available to small commercial and industrial customers who contract for service under the Cp-1 Interruptible Rider. This service is not available for customers required to take service under the Power Supply Default Service. Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charges under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

The transmission rates are available to customers that take service directly from a company-owned substation (i.e. Company owns no distribution facilities downstream of substation). For customers that meet this condition, a monthly charge of **0.53/kVA** of installed substation transformer capacity as determined by the company shall apply.

MONTHLY RATE

<u>Distribution Service</u>	<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
<u>Fixed Charge:</u>			
Daily	\$4.6685	\$22.1260	\$32.5479
<u>Demand Charge</u>			
1. <u>Customer Demand</u> : \$/kW	<b>\$3.18</b>	<b>\$2.39</b>	\$0.00
Per KW of maximum demand during the current and preceding 11 months, plus,			
2. <u>On-Peak Demand</u>			
a. <u>Winter (Oct-May)</u> : \$/kW	<b>\$1.23</b>	<b>\$1.23</b>	<b>\$1.23</b>
10:00 AM to 8:00 PM; Monday through Friday (except holidays)			
b. <u>Summer (Jun-Sep)</u> : \$/kW	<b>\$1.23</b>	<b>\$1.23</b>	<b>\$1.23</b>
10:00 AM to 11:00 PM; Monday through Friday (except holidays)			
<u>Power Supply Service (Optional)</u>	<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
<u>On-Peak Demand</u>			
a. <u>Winter (Oct-May)</u> : \$/kW			
10:00 AM to 8:00 PM; Monday through Friday (except holidays)			
Capacity	<b>\$16.64</b>	<b>\$16.27</b>	<b>\$16.05</b>
Non-Capacity	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Total	<b>\$16.64</b>	<b>\$16.27</b>	<b>\$16.05</b>
b. <u>Summer (Jun-Sep)</u> : \$/kW			
10:00 AM to 11:00 PM; Monday through Friday (except holidays)			
Capacity	<b>\$16.64</b>	<b>\$16.27</b>	<b>\$16.05</b>
Non-Capacity	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Total	<b>\$16.64</b>	<b>\$16.27</b>	<b>\$16.05</b>
<u>Energy Charge</u>	<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
1. <u>On-Peak</u>			
a. <u>Winter (Oct-May)</u> : \$/kWh	<b>\$0.07801</b>	<b>\$0.07575</b>	<b>\$0.07480</b>
6:00 AM to 10:00 PM; Monday through Friday (except holidays)			
b. <u>Summer (Jun-Sep)</u> : \$/kWh	<b>\$0.07801</b>	<b>\$0.07575</b>	<b>\$0.07480</b>
7:00 AM to 11:00 PM; Monday through Friday (except holidays)			

(Continued on Sheet No. D-120.00)

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE**

**Cp-1M**

**(Continued from Sheet No. D-119.00)**

<u>Energy Charge (Contd.)</u>	<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
2. <u>Off-Peak</u>			
a. <u>Winter (Oct-May):</u> \$/kWh 10:00 PM to 6:00 AM; Monday through Friday, all day Saturday, Sunday, and holidays	<b>\$0.04217</b>	<b>\$0.04095</b>	<b>\$0.04044</b>
b. <u>Summer (Jun-Sep):</u> \$/kWh 11:00 PM to 7:00 AM; Monday through Friday, all day Saturday, Sunday, and holidays	<b>\$0.04217</b>	<b>\$0.04095</b>	<b>\$0.04044</b>

Note: For a 10:00 PM change between on peak and off peak time periods in the winter months, on peak consumption will be recorded through 10:00 PM. Off Peak consumption will begin at 10:00:01 PM as recorded by the meter.

MINIMUM CHARGE

The monthly minimum charge is the fixed charge, the demand charges, and the energy waste reduction charge.

POWER SUPPLY COST RECOVERY CLAUSE:

See Schedule PSCR.

PRIMARY & TRANSMISSION CHARGES

The customer shall provide a support for the company to terminate the primary conductors and install other required equipment. Customer owned substation equipment shall be operated and maintained by the customer. The support and substation equipment is subject to the company's inspection and approval.

ENERGY WASTE REDUCTION

See Schedule EWR starting on Sheet D-156.00

The above listed voltages are phase-to-ground for wye-connected company systems and phase-to-phase for delta-connected company systems.

RATE REALIGNMENT ADJUSTMENT

See Schedule RRA starting on Sheet D-157.00.

STANDBY SERVICE

Where service is made available to loads which can be served by a source of power other than the company's (excluding emergency standby maintained in the event of failure of company's supply), billing shall be at the above rate, but the monthly minimum demand charge (total of customer charge, on-peak demand charge, and substation transformer capacity charge) for standby service shall be not less than the following per kW of contracted demand:

Cp Secondary: \$3.50  
Cp Primary: \$2.75  
Cp Transmission: \$2.00

This standby service clause assumes that standby customers shall schedule normal maintenance of the customer-owned source of power during periods of the year that are satisfactory to the company. Accordingly, customers shall advise the company of planned maintenance with as much advance notice as possible. These waivers are granted on a conditional basis. The company will rescind the waiver of increased demand during times of emergency interruptions. The company shall confirm in writing the maintenance schedule that is satisfactory to both parties.

The portion of the on-peak demand shall be billed on a prorated basis on a \$/kW/day basis as shown below.

(Continued on Sheet No. D-121.00)

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE**  
**(Continued from Sheet No. D-121.00)**

**Cp-1M**

**DETERMINATION OF DEMAND (Contd.)**

Unusual on-peak billing demands approved by advance authority from the company shall be billed but will not be considered in the determination of the 60% ratchet. Customer requests for unusual demands shall be made in advance with as much allowance as possible. The advance authorization from the company shall be confirmed in writing.

**HOLIDAYS**

The days of the year which are considered holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday After Thanksgiving, Day Before Christmas, Christmas Day, Day Before New Year's Day.

**ESTIMATION PROCEDURE**

In the event of loss of data for calculation of one or more billing parameters, the company shall forecast on the basis of historic billing parameters to obtain an estimate of current month's billing parameters. This estimate shall be subject to modification or replacement based on known and quantifiable operating conditions of the current month.

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE**  
**(Continued from Sheet No. D-120.00)**

**Cp-1M**

**STANDBY SERVICE (Contd.)**

**Pro-ration Formula - Firm Load:**

On-Peak Demand Charge \* 12 months / No. of annual peak days \* No. of waiver days

**Pro-ration Formula - Interruptible Load:**

Variable Interruptible Demand Charge \* 12 months / No. of annual peak days \* No. of waiver days

These billing benefits shall only apply to the unusual portion of the customer's monthly demand. All demands except that portion of the peak load demand resulting from a company-approved maintenance schedule shall be billed as standard normal demand in accordance with all other sections of this rate schedule. The above clause shall not apply to customer-owned generation served under the Standby Service clause of this rate schedule and/or Maintenance Rate of the Pg-2 rate schedule because customers served under these clauses have similar provisions within their clauses. If the highest demand in any month exceeds the contract demand, the minimum demand charge shall thereafter be based on the highest actual demand. The company may install suitable devices to limit the actual demand to the contract demand and may limit size of standby load to be served under this rate to the available system capacity at the customer's location.

**REACTIVE LOAD**

The customer shall keep his lagging reactive load at a level that does not exceed his Kw demand and shall not operate with a leading reactive load.

**SHORT TERM SERVICE**

Short term and temporary service is available to customers requiring service for less than annual periods.

1. a) For holiday/decorative lighting see Schedule Ls-1M,  
b) For special events see Schedule RIIM, Temporary Service  
c) For construction see Schedule RIIM, Temporary Service
2. Standard proration rules shall apply to the initial and final billing periods.
3. At the expiration of any month, the customer may cancel his contract for service under these provisions and may contract for one year or more under the standard rate applicable to his service.

**VARIATION OF DEMAND**

Variation of customer load shall be limited to time changing demand levels which are within system standards of operation as established by the company. Failure to take service in a manner which meets these standards may result in discontinuation of service.

**TERM OF CONTRACT**

Minimum period of one year except that for new or additional loads of 5,000kW or more, a term of not less than five years will be required.

**DETERMINATION OF DEMAND**

The customer demand in kilowatts shall be the highest single 15 minute integrated load observed or recorded during the current or preceding 11 months. For new Cp-1M customers, this demand provision applies on and after the date of transfer to this rate schedule.

The on-peak billing demand in kilowatts shall be the highest single 15 minute integrated load observed or recorded during each respective time period in the month, provided that no billing demand shall be less than 60% of the highest billing demand of the preceding 11 months.

(Continued on Sheet No. D-121.01)

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I**

**EFFECTIVE IN:** All territory served.

**AVAILABILITY**

This schedule is available to both small and large commercial and industrial customers taking service under the Cp-1M rate schedule with a minimum interruptible demand of 200 kW\* who contract for service in accordance with the provisions of this rider.

Customers taking Power Supply Service under rate schedule RAST are not eligible for this service.

\* The actual interruptible demand shall equal or exceed 200 kW for a minimum of 8 monthly billing periods during each annual billing cycle ending with the December meter reading. A customer's contract will be terminated effective with the issuance of the December bill for failure to meet this annual requirement. To re-qualify for service under this rider, a customer must meet the 8 month requirement or prove to the company's satisfaction that an interruptible load of 200 kW can be attained on a regular basis.

**MONTHLY RATE**

**Demand Charge**

Contracted Notice Period: 1 hour

Maximum Contracted Hours of Interruption (Annual): 600

	<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
<b><u>Distribution Service:</u></b>			
Charge Per kW of Maximum Interruptible Demand (2):			
Summer/Winter	\$1.23/\$1.23	\$1.23/\$1.23	\$1.23/\$1.23

**Power Supply Service (Optional):**

Charge Per kW of Maximum Interruptible Demand (2):

Summer/Winter \$11.39/\$11.39 \$11.02/\$11.02 \$10.80/\$10.80

**Credit Per kW of Maximum Interruptible Demand (2):**

Summer/Winter \$5.25/\$5.25 \$5.25/\$5.25 \$5.25/\$5.25

1. This applies to all types of interruptions in any calendar year. See paragraphs 6, 7, and 8 of "Rules and Procedures."
2. The credit shall be subtracted from the Peak Load System Demand Charge of the Cp-1M rate schedule for determining the charge per kW to be applied to the customer's monthly maximum interruptible demand.

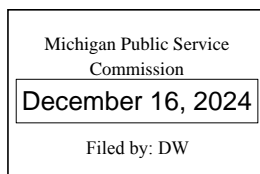
The customer shall contract for a minimum term of five years.

The company may at any time during a calendar year offer to customers the option of receiving an additional demand credit of \$0.40 per kW per interruption for any interruption which causes the maximum contracted hours of annual interruption to be exceeded. This additional demand credit will only apply in months where such an interruption actually occurs.

In addition to the following specifications of the system demand charge, interruptible customers shall be responsible for all applicable charges and clauses of the Cp-1M rate schedule.

(Continued on Sheet No. D-123.00)

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I**  
**(Continued from Sheet No. D-122.00)**

**RULES AND PROCEDURES**

**1. Contracted Demand Nominations**

Customer shall contract for a given amount of firm and interruptible demand.

**a. Variable Interruptible Demand**

The contracted firm demand shall be billed as the system demand at the appropriate system demand charge. Any excess monthly demands above the firm demand shall be considered as variable interruptible demand.

**b. Nomination Revisions:** Demand nominations shall be revised at least annually on or before **January** 15th to cover the first succeeding calendar year and before September 15<sup>th</sup> to cover the second through the fifth succeeding calendar years. Said revision shall delete data for expired demand nominations and add additional nominations to cover a complete 60 month period. On any revision the renomination of any demands for any year shown in a previous nomination or revision of a previous nomination is permitted; provided however, that said revision cannot include any of the following except as allowed in paragraph 1.f., unless otherwise approved by the company:

- a decrease in firm demand; or
- a decrease in variable interruptible demand in conjunction with a comparable increase in firm demand;.

The company shall approve all requests for increases in firm demand, subject to the conditions of paragraph 9.

Should a customer fail to supply a revised demand nomination for the next year on or before April 15th, the customer's demand nomination on file with the Company for the next year shall be used for both billing and interruptible compliance verification.

Should a customer fail to supply revised nominations for years 2-5 on or before September 15th, nominations previously made for years 2-4 will be used and the year 4 nomination will be used for the new year 5 nomination.

**c. Termination of Contract:** Unless mutually agreed otherwise by the parties, the contract shall be in effect for a minimum initial term of five years, and from year to year thereafter unless the company or the customer shall, at least 48 months before the end of such period or any one year period thereafter, serve upon the other party a written notice of election to terminate service at the end of such designated period.

Customers have the option, upon proper written notice as set forth below and subject to the availability of sufficient capacity resources, to terminate contract(s) entered into under this Interruptible Rider offered by the company and return load serviced under this rider to firm service. The customer can terminate a contract at no cost if the market price for short term capacity to service the load being transferred to firm service is less than the interruptible credit in the tariff under which the customer's interruptible load is being service. If such cost of replacement capacity exceeds the interruptible credit, the customer can terminate this rider by paying, up-front, the product of the difference in the two costs for the number of months remaining under customer's interruptible contract times the customer's highest on-peak billed interruptible demand during the most recent 12 month period. Any customer which has a dispute with the Company pertaining to the cost of replacement capacity has the right to appeal this dispute to the Public Service Commission.

Customers must notify company of their intention to terminate any contract entered into under an Interruptible Rider two months prior to the termination effective date. Termination with less than two months notification will be permitted, but will be subject to a one-time penalty equal to the penalty in \$/s /kW for non-interruption in the appropriate interruptible rider times the highest on-peak billed interruptible demand(s) during the most recent 12 month period.

(Continued on Sheet No. D-124.00)

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I**  
**(Continued from Sheet No. D-123.00)**

**RULES AND PROCEDURES (Cont.)**

The company has the right to refuse to allow cancellation of the interruptible contract if refusal is deemed necessary to insure system integrity and maintain sufficient interruptible load.

Notwithstanding the foregoing, the parties hereto acknowledge the possibility that the company may, at any time, deem it necessary or appropriate to acquire additional electric capacity of 100 Mw or more, in which event the company shall be entitled to rely upon a continuation of service under this agreement for a period of three years after the scheduled placement of such added capacity in service.

Accordingly, in the event that the company delivers written notice to the customer that all requisite regulatory approvals have been obtained for the acquisition of such additional capacity, together with notice of the schedule date for supplying energy therefrom, the customer shall have 60 days to deliver written notice that it has:

- 1) Elected to terminate this agreement effective not less than 60 months following the date of such notice, or such other date prior to the date service is to be supplied from the added capacity but in no case less than 60 months, or
- 2) Provide the company with firm demand nominations for the entire period through the first three years of scheduled placement of such added capacity in service and the term of this contract is extended to cover this entire period.

In addition, if the customer does not deliver a notice of termination of the required firm demand nomination during this 60 day period, the minimum term of this agreement automatically shall be extended until three years after the additional capacity is scheduled to commence supplying power for the company and the firm demand nominations during this extended period shall be no less than the last firm nomination shown on the then effective Schedule A. No termination notice delivered following such 60 day period may become effective prior to the end of such extended minimum term, unless terminated earlier in accordance with other provisions of this rate schedule.

d. **Demand Nomination Revisions**

The annual revision of demand nominations from previous years may include a decrease in peak load period firm demand or a decrease in variable interruptible demand in conjunction with a comparable increase in peak load period firm demand at the time of the annual revision according to one of the following two renomination options:

- 1) The above nominations for the next calendar year may be reduced by 5% (Option 1) or 25% (Option 2) (rounded up to nearest 100 Kw) of the total peak load period firm nomination plus interruptible shown for this calendar year on the latest effective nomination. The company reserves the right to limit to plus or minus 25 Mw the total adjustments by all customers selecting Option 2. The total adjustment shall be determined by the total increase in firm nominations minus the total increase in fixed interruptible nominations (a decrease is a negative increase).
- 2) The above nominations for the second calendar year may be reduced by 5% (Option 1) or 0% (Option 2) (rounded up to nearest 100 Kw) of the total peak load period firm nomination plus interruptible shown for this calendar year on the latest effective nomination.
- 3) The above nominations for the third calendar year may be reduced by 10% (Option 1) or 0% (Option 2) (rounded up to nearest 100 Kw) of the total peak load period firm nomination plus interruptible shown for this calendar year on the latest effective nomination.
- 4) The above nominations for the fourth calendar year may be reduced by 15% (Option 1) or 0% (Option 2) (rounded up to nearest 100 Kw) of the total peak load period firm nomination plus interruptible shown for this calendar year on the latest effective nomination.
- 5) There are no restrictions on the reductions permitted for intermediate and base load period firm nominations.

The renomination option for a calendar year must be chosen at the time of the first required renomination for that calendar year and shall not be changed, unless otherwise approved by the company. For customers with new interruptible contracts, Option 1 shall apply for the first three calendar years.

(Continued on Sheet No. D-125.00)

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I**  
**(Continued from Sheet No. D-124.00)**

**RULES AND PROCEDURES (Cont.)**

- e. **Demand Nomination Transfer Agreements**  
Interruptible customers who execute special contracts shall be allowed to enter into written agreements to transfer interruptible load from one customer to another for one or more calendar months with written notice to the company at least 10 days prior to any calendar month in which any such agreement commences. Such agreements shall require that balancing demand renominations be made by the agreeing parties such that firm demand nominations do not change in total from those previously nominated. Transfers of interruptible load are required to be 200Kw or more between customers.
2. **Energy Update**  
The Company shall provide a regional energy update at the annual spring interruptible customer meeting. This meeting will be held prior to the deadline for the April 15<sup>th</sup> nominations and shall include an update of the regional generation and transmission systems as well as any new or proposed interruptible tariff changes. Written copies of presentations shall be made available to all interruptible customers.
3. **Firm Demand**  
Firm demand nominations approved by the company shall be supplied by the company in the same manner as other firm load of the company.
4. **Interruptions**  
Customers shall be subject to two types of interruptions - Emergency and Economic. Emergency interruptions may be declared to reduce load to maintain the reliability of power system. Economic interruptions may be declared during times in which the price of electricity in the regional market significantly exceeds the cost of operating typical Company peaking generation. For the purposes of this tariff, an Economic Interruption Trigger Price (EITP) will be used to define this cost.
  - a. **Economic Interruptions**  
**Day Ahead LMP Market**
    1. **Occurrence**  
Company's Locational Marginal Price (LMP) exceeds the Company's Buyout Threshold (EITP).  
EITP = The Greater of \$0.06/kWh or  $1.20 \times 13900 \text{ BTU/kWh} \times \text{Effect Gas Rate}$  for Company's gas fired generation. The Company reserves the right to increase the EITP to manage hours of interruption during the year.
    2. **Notification**  
The Company shall provide notification of economic buyout hours upon the settlement of the MISO market. Notification will be sent to customers the earlier of, 8:00 am of the operating day or one hour before the start of an interruption.
    3. **Buyout Price**  
Buy-out prices will be set at the 110% of the market price plus Company Costs. Company costs will include, but not be limited to, Midwest Independent System Operator Schedule 17 Costs less marginal loss credit.
  - Real Time LMP Market**
    1. **Occurrence**  
If Day Ahead LMP is less than EITP, Economic interruptions can still occur when real time LMP is expected to exceed the EITP and either due to loss of a generator or significantly higher than expected loads, Company is incurring real time LMP costs in excess of the EITP.

(Continued on Sheet No. D-126.00)

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I**  
**(Continued from Sheet No. D-125.00)**

RULES AND PROCEDURES (Cont.)

1. Notification

***The company shall provide one hour notice of interruption; however, notification may be less than one hour during*** unmanageable capacity situations which could require interruption of loads to maintain system standards of operations.

Management of Interruptible Hours

1. After 100 hours of the combination of emergency or economic interruption, the Company reserves the right to increase the EITP to manage the annual interruptible hours.
2. If the total hours of requested interruption equals the maximum contracted hours of interruption during any calendar year, the customer's interruptible load will have the same characteristics of firm system customer load for the balance of the calendar year.
3. The company will equalize the hours of interruption on an annual basis for all customers taking service under this interruptible rider to the extent reasonably practical.

Settlement Agreements

Customer's will be billed the most current market price available at the time of billing. If billing occurs before the seven day market settlement, 20% will be added to the market price. If billing occurs after the seven-day settlement, 10% will be added to the market price. Adjustments will be made to previous billings after 105 day settlements have been made with the market authority. If adjustments are within a maximum of 5% or \$100, no adjustments will be made.

b. Emergency Interruptions

1. Occurrence

Emergency Interruptions may occur when the Company, the Transmission Operator or the Reliability Authority feel the distribution, transmission equipment, or supply to firm customers is in jeopardy.

2. Notification

***The company shall provide one hour notice of interruption; however, notification may be less than one hour during*** unmanageable capacity situations which could require interruption of loads to maintain system standards of operations.

3. Penalty Billing

When notified of an interruption, the customer shall reduce load to the contracted firm demand nomination or less. Each declaration of an interruption shall be considered an occurrence.

Penalty Procedure

Failure to reduce load to the firm nomination as explained above when notified for an emergency interruption shall result in the customer being penalty billed for the difference between the maximum load (or minimum generation) on line during the interruption and the specified load (or generation) levels above. The difference will be billed ***at \$3.50 per kilowatt-hour for all energy recorded during the interruption period plus the customer's share of actual costs and penalties assessed to the utility by MISO, ATC, and other regulatory bodies. Where the customer received less than a one hour notice of an emergency interruption, the customer will not be charged a penalty for failure to interrupt load as required under the provisions of this tariff during that first hour of the emergency interruption period.***

(Continued on Sheet No. D-127.00)

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Vice-President,  
Milwaukee, Wisconsin



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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I**  
**(Continued from Sheet No. D-126.00)**

**RULES AND PROCEDURES (Cont.)**

The customer agrees to endeavor to reduce demand (or increase generation) to a level not to exceed the specified contract demand or some higher load (or lower generation) level requested by the company, in accordance with the timetable requested by the company. It is understood that failure to comply with the timetable requested may result in the forced interruption of electric service to the customer's total demand at time of unmanageable load conditions for the company. Penalty billing in accordance with this clause shall occur if:

1. The company provided a minimum of one hour to interrupt in advance and the customer fails to eliminate the interruptible demand which is designated for interruption by the time requested, or,
2. The company provides less than the contracted notice to interrupt, the contracted notice period has expired, and the customer has not eliminated at least 100% of the interruptible demand which is designated for interruption.

**5. CUSTOMER MARKET BID PROCESS**

Customers may submit bids containing hourly interruptible load and maximum prices to the Company for the day ahead market for price protection in the real time market.

- a. Bids must consist of total hourly consumption and maximum price per kWh.
- b. Customers are financially obligated to their price and volume defined in the customer's bid. Customers will be charged 110% of the market clearing price.
- c. Customers will be charged 110% of the real time prices plus Company costs that occur during the Operating Day for any interruptible load in excess of their purchased block of energy.
- d. Customers will be credited 90% of real time prices that occur during the Operating Day for any interruptible load that is less than their purchased block of energy.
- e. Bids must be received by the Company by 4:00 pm two days before the operating day begins. (example: If the operating day is Thursday, bids must be received by Tuesday at 4:00 pm)
- f. Upon settlement of the market, the Company will provide a mechanism to notify customers of the 24 hourly clearing prices and volumes for the operating day.
- g. Bids must be in increments of 100 KW.
- h. Customers are allowed three pricing levels, as defined by the Company which may change based on changing market conditions.
- i. Customers are still subject to emergency interruptions or economic interruptions for additional hours if the LMP is greater than the trigger price and there is an unplanned event such as loss of unit or significantly higher system load than expected.
- j. Customers will be awarded a pro rata share of the Company's aggregate bid when partial bids are awarded at the clearing price.

**6. PARTIAL INTERRUPTION PROCEDURE**

There may be times when an interruption is required but for a load amount less than the entire load taking service under this rider and similar service schedules. To prevent unnecessary interruption of load, the company shall utilize a partial interruptible procedure utilizing blocks of interruptible customers.

(Continued on Sheet No. D-128.00)

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I**  
**(Continued from Sheet No. D-127.00)**

**RULES AND PROCEDURES (Cont.)**

- a. Michigan **Cp-I** interruptible customers shall constitute a separate block due to differences between the Wisconsin and Michigan tariffs. Wholesale interruptible customers shall constitute a second block. The Wisconsin customers shall be divided into three blocks as determined by the Company.

All interruptible load of an individual customers' account that is at the same geographic location shall be in the same block. A customer shall not be permitted to separate the interruptible load of an account into separate blocks.

- b. The company shall interrupt the appropriate amount of load per the following amount of load reduction (emergency interruption) or amount of high cost power required to supply the interruptible customers (capacity):

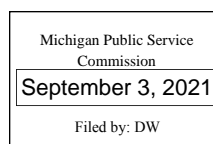
25 - 60 MW	One block
61 - 110 Mw	Two blocks
111 - 160 Mw	Three blocks
161 Mw and greater	All blocks

Due to the relatively small size of the block containing the Michigan customers, this group will be counted as a full block in the above determination but will be managed as required and permitted per the Michigan tariff. This is subject to change should the amount of load in the group of Michigan customers increase or due to Michigan tariff modifications.

- c. The determination of the blocks to be interrupted shall be based upon the number of hours interrupted in the calendar year. The block with the least amount of hours shall be the first block interrupted. If two blocks have the same amount of hours, the order shall be in the order of the alphabet. There is no distinction between emergency and capacity related interruptions nor for different levels of economic buy out levels.
- d. Changing of the type of interruption (emergency to capacity and vice versa) or buy out level shall not cause the block of customers to change.
- e. For times when multiple blocks have been interrupted and conditions warrant ending an interruption for one or more blocks, the company shall end interruptions in the manner of the last block interrupted is the first block to have the interruption ended. An exception is for the FERC customers, who shall be the last block to have capacity interruption end to prevent oscillating operational difficulties.
- f. Demand Swaps. - An interruptible customer that obtained more interruptible load from a customer in another block would be subject to partial interruptions for only one block. For example, a customer in group B transfers 10 Mw of interruptible load to a customer in the group C, the customer that accepted more interruptible load shall only be required to interrupt for times when group C is interrupted.
- g. New Wisconsin retail customers would be added to the block of Wisconsin retail customers with the lowest amount of interruptible load.
- h. Customers shall generally not be allowed to switch blocks to prevent gaming resulting in circumvention of rate design. The company shall review requests for a block switch with the Commission.

(Continued on Sheet No. D-129.00)

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I**  
**(Continued from Sheet No. D-128.00)**

**RULES AND PROCEDURES (Cont.)**

**Partial Interruptions due to Regional Reliability Issues**

The Company may select individual or groups of customers to interrupt to keep the generation and transmission system operating reliably in the event of the loss of a major transmission line or generating station affecting the transmission system operation. Customers would be selected based on characteristics that impact the generation and transmission reliability, such as amount of load, point of interconnection with the transmission system, and the amount of benefit of interrupting of a customer to the transmission system reliability. The Company will take into consideration any hours of interruption incurred by customers due to the above paragraph in the Company's efforts to equalize the total annual hours of interruption related to all causes.

7. **Minimum Demand Credit**

If the interruptible demand credit is reduced to an annual monthly average of \$3.00 per Kw or less, the customer has the right within 60 days of said change to immediately terminate interruptible service, subject to the conditions of paragraph 11.

8. **Testing**

*The company shall perform interruptible compliance tests on an annual basis. A compliance test shall not be performed by the company if the customer experienced an actual emergency interruption that was successfully implemented and recorded within the last twelve months. At its sole discretion, the Company may waive annual compliance testing. The necessity of an actual interruption or simulation shall be under the sole control of the company. A customer may request a real power actual interruption test. A customer requested real power actual interruption test will be performed upon a determination by the company that it can accommodate the request, where such determination is under the sole control of the company. It is the intent of the company that the duration of interruptions for test purposes will not be extended beyond the time necessary to satisfy the conditions of the test. For company initiated actual emergency interruption tests, penalty billing may apply if an actual interruption for test purposes is not successfully completed. No penalty billing shall apply for a customer requested real power actual interruptible test.*

9. **Firm Service Requests**

Upon notice of cancellation or reduction of interruptible service, the company will endeavor to supply the interruptible load on a firm basis at that date or as soon thereafter as reasonably possible. A notice of cancellation shall be treated as a request for firm service, unless specified otherwise by the customer, as of the date of cancellation. Requests for increases in firm demand shall be treated as requests for firm service as of the requested date. Such requests shall take precedence over any subsequent request for firm service by any customer or potential customer that is not specifically reflected in the most current revision of the company's long range capacity plan. It is further agreed that any portion of the interruptible demand that cannot be served as firm demand, and is still desired by the customer, shall continue to be considered and billed as interruptible demand in accordance with this clause until that load obtains firm status.

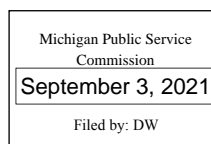
10. **Contracts**

Customers desiring interruptible service shall be required to sign individual customer contracts. Customer contracts shall have a minimum term of five years with a four-year cancellation notice. Customers desiring the commencement of interruptible service at the start of or during a calendar year shall be required to sign a contract prior to April 15th of the preceding year, unless otherwise approved by the company. Normally customers that are both new and unanticipated may contract for service at any time.

11. ***Where the company is required to provide notice regarding an emergency or economic interruption event under the provisions of this tariff, such notice shall be given via the company's Customer Notification System (CNS). The CNS will send messages to customers via the customer's selected communication preference(s) of text (SMS), email and phone. The message(s) will clearly identify the event as either an emergency or an economic event; provide the start time for the event period; provide the end time for the event period; direct customers to available pricing information for economic events; and inform customers of revisions and/or cancellations.***

(Continued on Sheet No. D-130.00)

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**D4. LARGE COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE RIDER Cp-I**  
**(Continued from Sheet No. D-129.00)**

RULES AND PROCEDURES (Cont.)

**12. *The company will initiate contact with customers annually to review customer obligations, verify contact information, attempt to obtain multiple contact information for each customer site, and offer assistance as needed. The Company may initiate contact on a more frequent basis.***

**13. Interruption Force Majeure**

Each customer shall, in accordance with accepted industry practices, operate and maintain equipment and procedures necessary to fulfill the interruptible obligations of this rate schedule and associated contract(s). However, no customer shall be considered to be in default with respect to failure to accomplish required load interruptions hereunder and shall not be liable to the company for the penalties for failure to interrupt hereunder, if prevented from actually and with reasonable safety accomplishing the interruption due to acts of God, wars, blockades, insurrections, riots, explosions, fires, floods, lightning, wind, sabotage or by any other similar or dissimilar cause beyond the reasonable control of the customer. In the event that a customer is unable to fulfill any interruption obligations hereunder by reason of such cause or causes, the customer shall use due diligence to remove such inability with reasonable dispatch. This paragraph does not apply to an inability to interrupt due to shortages, or lack of availability, of alternative fuels or the failure of or lack of access to alternative energy or power sources, or due to failure of the customer's equipment for reasons other than the above specifically excluding from force majeure fires, explosions or other such accidents that originate within the customer's facility.

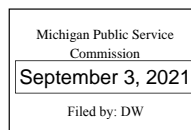
**14. Interruptible Management Service**

During times of interruption (either emergency or capacity), customers may elect to manage the electric loads of multiple facilities for billing and compliance purposes. Customers will be required to sign a service agreement identifying the meters to be combined.

TERMS AND CONDITIONS:

- a. This provision shall not in any manner reduce the amount of interruptible load the customer in total has contracted for or is obligated to interrupt.
- b. Customers shall be responsible for any necessary communication between facilities to manage the electric loads of the facilities to be combined.
- c. Only meters and accounts of the customer and its corporate affiliates taking service under the company's Cp-I2 service are eligible for combination under this Rider. For purposes of this Rider, a "corporate affiliate" of the customer shall mean any wholly-owned subsidiaries of the customer and, if the customer is a wholly-owned subsidiary, the customer's corporate parent and any other wholly-owned subsidiaries of the corporate parent.
- d. All accounts to be combined subject to this provision are required to be paid up to date. Accounts with past due balances shall be excluded unless otherwise agreed to by the company. The company also reserves the right to deny this Interruptible Management Service to customers that are deemed to be attempting to avoid payments or circumventing rate design.
- e. Customers will not be compensated for customer-owned generation that is interconnected with the Company's power supply system on this tariff.
- f. All other terms and conditions of the applicable Cp tariffs apply.

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**D6. MUNICIPAL POWER-SEWAGE DISPOSAL & WATER PUMPING**

**Mp-1M**

EFFECTIVE IN All territory served.

AVAILABILITY

This schedule is available for operation of sewage disposal systems and water pumping systems. This schedule is available to customers who are not required to take service under the Power Supply Default Service (PSDS). Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule, unless the customer's Alternative Electric Supplier has not secured generation capacity for the customer, then that customer shall be responsible for the Capacity Power Supply charge under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

MONTHLY RATE

Distribution Service

**Fixed Charge**

Daily

**\$1.3151**

Energy Charge

All kWh: **\$0.04610**

Power Supply Service (Optional)

Energy Charge

All kWh: **\$0.03180**

Capacity

Non-Capacity

**\$0.05780**

Total

**\$0.08960**

MINIMUM CHARGE

The monthly minimum charge is the fixed charge plus the energy waste reduction charge.

POWER SUPPLY COST RECOVERY CLAUSE

See Schedule PSCR.

SPECIAL RULES

1. Each metering point shall be billed as a separate customer.
2. The entire energy requirements for each meter point shall be supplied by the company, except such energy that the customer may generate from sewage gas and such power that the customer may supply in case of failure of the service supplied by the company.

**POWER SUPPLY COST RECOVERY CLAUSE:** *See Schedule PSCR starting on Sheet D-3.00*

**ENERGY WASTE REDUCTION:** See Schedule EWR starting on Sheet No. **D-5.00**

**RATE REALIGNMENT ADJUSTMENT:** See Schedule RRA starting on Sheet D-157.00.

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**D7. OUTDOOR OVERHEAD LIGHTING SERVICE – COMPANY-OWNED (CLOSED)**

**Ls-1M**

EFFECTIVE IN All territory served.

AVAILABILITY

Facilities in this section are available to all classes of customers who desire company owned lighting service. ***This option is closed to new customers effective January 1, 2015.***

MONTHLY RATE

<u>Fixture Type</u>	<u>Lamp Type</u>	<u>Lumens</u>	<u>Watts</u>	<u>\$/Month</u>	
				<u>Full Requirements</u>	<u>Retail Access*</u>
Cobra Head	Sodium Vapor	9,000	100	\$ 13.75	\$ 12.07
Cobra Head	Sodium Vapor	14,000	150	\$ 15.34	\$ 13.48
Cobra Head	Sodium Vapor	27,000	250	\$ 18.85	\$ 16.55
Cobra Head	Sodium Vapor	45,000	400	\$ 26.43	\$ 23.22
Area-Power Bracket	Sodium Vapor	9,000	100	\$ 12.05	\$ 11.22
Area-Power Bracket	Sodium Vapor	14,000	150	\$ 16.12	\$ 15.01
Directional-Flood	Sodium Vapor	27,000	250	\$ 24.64	\$ 22.94
Directional-Flood	Sodium Vapor	45,000	400	\$ 29.48	\$ 27.46
Directional-Flood	Metal Halide	36,000	400	\$ 29.47	\$ 27.45
Directional-Flood	Metal Halide	110,000	1,000	\$ 53.38	\$ 49.72

\*Capacity Energy Charge for all Lamps: **\$0.02943/kWh** (For customers taking service under the Retail Access Service Tariff (RAST) only if their Alternative Electric Supplier has not secured generation capacity for the customer.)

The above charges are for lighting standard facilities on existing company-owned distribution poles. The company will own and install the standard facilities.

If the non-standard facilities shown below are requested, the customer has the option to pay the charges upfront or pay the monthly charges shown below. These charges are in addition to the monthly rates shown above.

<u>Non-Standard Facilities</u>	<u>Monthly Charge</u>
Galvanized Mast Arm in excess of 6 feet	\$0.16 / ft
Additional Wood Pole (30', 35' or 40')*	\$ 3.61 / pole
Span of Conductor	\$ 1.68 / span

\* The additional wood pole charges shall apply to fixtures that cannot be attached to an existing company pole. Street lights installed for governmental authorities under the Ms-1M rate schedule prior to April 1, 2015, are exempt from the exclusive use wood pole charges.

RATE REALIGNMENT ADJUSTMENT

See Schedule RRA starting on Sheet D-157.00.

ORNAMENTAL FACILITIES

The Company offers specific Company-owned ornamental lighting facilities that are available to all customers under a special contract.

The customer is obligated to make a special facilities payment upon installation of the facilities equal to:

- the “cost difference” between the cost of the ornamental facilities and cost of the standard lighting facilities, and
- a payment in advance for maintenance equal to 24% of the “cost difference” payment above for ornamental facilities.

(Continued on Sheet No. D-133.00)

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**D7. OUTDOOR OVERHEAD LIGHTING SERVICE – COMPANY-OWNED**  
**(Continued from Sheet No. D-132.00)**

**Ls-1M**

ORNAMENTAL FACILITIES (cont.)

If for any reason a lighting system must be replaced or renovated after the end of the contract, the customer shall be responsible for all associated charges. Replacement or renovation of lighting units and their major components after the contract period is at the discretion of the Company and may require a new lighting contract/agreement between the Company and the customer.

If at any time a customer requests a replacement or maintenance by the Company of an ornamental lighting facility for aesthetic reasons, the customer will be required to pay time and materials for the work. If the item in question falls under the manufacturer's warranty the Company will work with the customer and the manufacturer to receive the replacement item. The Company will however charge for labor and any other materials needed for replacement. The Company reserves the right to determine if replacement or maintenance will be done.

TERMS AND PROVISIONS

Company Owned–Standard or Ornamental Overhead Lighting Systems within the terms of the applicable contract.

1) Service Rules

- a) Standard lighting facilities shall be defined as a cobrahead, power bracket or flood lighting fixture complete with lamp, control device and 6-foot galvanized mast arm.
- b) The Company shall own, operate, and maintain the entire lighting system, including circuits and lighting fixtures.
- c) The Company will be responsible for all future group replacement of lighting systems. The decision to replace lighting equipment will be at the sole discretion of the Company and will take into consideration good utility operating practice and the desires of the customer.
- d) Upon request and at the expense of the customer, the Company will relocate any fixture or change the position of any lamp.
- e) If the customer terminates service or requests the removal of any Company-owned lighting facilities during the contract period, the customer shall be responsible for the lesser of the cost of removal or the remaining monthly charges.
- f) Additional Service rules listed on Sheet D-135.00.
- g) LED Lighting - The decision to replace existing sodium vapor or metal halide lamps with LED lighting equipment will be at the sole discretion of the Company and will take into consideration good utility operating practice and the desires of the customer.

2) Extension Of Service

Lighting facilities will be extended upon request by the proper authorities, subject to the provisions of the Company's electric extension rules.

(Continued on Sheet No. D-134.00)

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**D7. OUTDOOR OVERHEAD LIGHTING SERVICE – CUSTOMER-OWNED (CLOSED)**  
**(Continued from Sheet No. D-133.00)**

**Ls-1M**

AVAILABILITY

Facilities in this section are available to municipal customers who desire customer owned lighting service. This option is closed to new customers effective January 1, 2015.

MONTHLY RATE

<u>Fixture Type</u>	<u>Lamp Type</u>	<u>Lumens</u>	<u>Watts</u>	<u>Full Requirements</u>	<u>\$/Month</u>	<u>Retail Access*</u>
Cobra Head	Sodium Vapor	9,000	100	\$ 9.66		\$ 8.49
Cobra Head	Sodium Vapor	14,000	150	\$ 10.24		\$ 9.00
Cobra Head	Sodium Vapor	27,000	250	\$ 13.48		\$ 11.84
Cobra Head	Sodium Vapor	45,000	400	\$ 18.10		\$ 15.90
LED	LED	9,000*	100*	\$ 7.53		\$ 6.62
LED	LED	14,000*	150*	\$ 10.92		\$ 9.59
LED	LED	27,000*	250*	\$ 14.30		\$ 12.56
LED	LED	45,000*	400*	\$ 17.67		\$ 15.52

\*Capacity Energy Charge for all Lamps: \$0.02943/kWh (For customers taking service under the Retail Access Service Tariff (RAST) only if their Alternative Electric Supplier has not secured generation capacity for the customer.)

\*The wattages and lumens listed under the LED lamps are wattages and lumens of sodium vapor lamps to which the LED lamps are considered equivalent. Actual wattages and lumens of LED lamps may vary.

RATE REALIGNMENT ADJUSTMENT

See Schedule RRA starting on Sheet D-157.00.

TERMS AND PROVISIONS

Customer Owned Lighting Systems

1. Service Rules

- The customer shall own the system, including switching equipment and the connecting cable to the Company's system.
- Systems must be of a design and in a condition satisfactory to the Company.
- Replacement of customer owned equipment, otherwise called out in the maintenance section, shall be at the expense of the customer.
- The system may be served by either multiple or series type circuits as agreed upon between the customer and the Company.
- The customer must make the Company aware of any changes the customer makes to poles and fixtures after initial installation. This includes but is not limited to changes in location and wattage.
- Additional Service rules listed on Sheet D-135.00.

2. Extension of Service

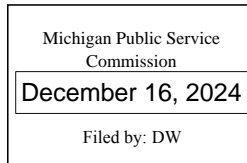
Additional lights will be served at any location designated under the same rates, terms, and conditions, provided the additional units are not more expensive for the Company to operate and maintain.

3. Maintenance

- The following items are considered normal maintenance of customer owned ornamental lighting and will be replaced or maintained at Company expense within the contract:

(Continued on Sheet No. D-135.00)

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**D7. OUTDOOR OVERHEAD LIGHTING SERVICE – CUSTOMER-OWNED (CLOSED)**  
**(Continued from Sheet No. D-134.00)**

**Ls-1M**

3. Maintenance (Cont.)

- i.) Underground and/or overhead cables: All breaks or open circuits except those caused by accidents, improper installation, foreign digging operations or deterioration due to aging and/or absorption of moisture. Deterioration due to aging is to be determined by the Company.
- ii.) Ballasts, luminaires, photo electric controls, lamps, refractors and relays that the company normally stocks for standard systems. The customer shall be responsible for any repairs (including parts and labor) of equipment after the expiration of the contract.
- iii.) The acquisition of repair and maintenance items and the cost of items which the Company does not consider standard facilities shall be the responsibility of the customer. The labor to replace this failed equipment is included in the monthly rates.
- b) All other maintenance, replacement or repair costs other than those listed shall be the responsibility of the customer.
- c) On customer owned lighting, damage claims shall be billed to the customer. It is the customer's responsibility to collect from the party who was responsible for the damage.

TERMS AND PROVISIONS - Common

Customer-Owned and Company-Owned  
Standard or Ornamental Overhead Lighting Systems

1. Payment Of Bills

Payment For Service Shall Be Made Monthly Shall Be Due And Payable No Later Than The Due Date Shown On Each Bill.

2. Service Rules

- a. All lights will be turned on at approximately fifteen minutes after sunset and off at approximately thirty minutes before sunrise.
- b. The Company will replace burned out lamps and otherwise maintain the equipment within 72 hours after being notified by the customer, provided such service can be performed during regular daytime working hours. No credit will be allowed for periods during which lamps are out of service.
- c. Individual streetlight locations with vandalism records will be reported to the local authorities and the customer informed that they will be required to pay for labor costs of replacements due to future vandalism at that location.  
Or  
Individual locations with vandalism records will be reported to the customer, and the customer is given the option of:
  - 1) Continuing service with the provision that future replacements due to continued vandalism at that location will be at the customer's expense,
  - 2) Continuing service but at a different location, or,
  - 3) Discontinuing service at that location.
- d. For times a customer requests the Company to remove, relocate or change lamps, the customer and Company may mutually agree in writing to a schedule reflecting the requested changes in the customer billing. The Company will have the sole discretion in determining when the actual necessary field work is completed which will not impact the customer's billing.

3. Term Of Contract

Contracts will be effective for a period of three years subject to automatic renewal periods of one year each. The contract may be terminated at the end of any yearly period upon 90 days written notice by either party.

*(Continued on Sheet No. D-135.01)*

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dated May 30, 2018  
in Case No. U-20110

**D7. OUTDOOR OVERHEAD LIGHTING SERVICE – CUSTOMER-OWNED (CLOSED)**  
**(Continued from Sheet No. D-135.00)**

**Ls-1M**

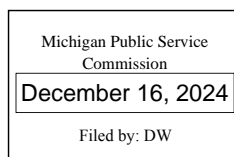
4. Short Term Service Holiday/Decorative Lighting

Subject to Company approval, the Company will allow municipal customers to make temporary attachments of holiday lighting and/or decorations on Company-owned or customer-owned light poles. The customers must execute an annual agreement for such attachments, and must meet all conditions thereof. Estimated energy consumptions will be billed under the current Cg-1M energy rate. Time and material charges for installation, removal or associated maintenance may also apply.

5. Energy Waste Reduction

See Schedule EWR, starting on Sheet **D-5.00**

Issued December 13, 2024  
T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin



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after January 1, 2025

Issued under authority of the  
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dated October 10, 2024  
in Case No. U-21541



**D8. NATUREWISE**

**NAT**

EFFECTIVE IN All territory served.

AVAILABILITY

Available to customers taking service from the Company under the eligible rate schedules listed below that desire to purchase energy generated by renewable resources. The Company will initially begin billing customers that sign up for this service upon the Company having secured adequate renewable generation supply and completed necessary billing system modifications.

Eligible Rate Schedules

Rg-1M	Cg OTOU-1M
Rg OTOU-1M	Cp-1M
Cg-1M	Ls-1M
Cg-3M	Mp-1M

Note: Customers on the seasonal billing option are not eligible.

RATE

**\$0.85 / 100 kWh Renewable Energy Block**

Note: Charge for Renewable Energy Block represents a premium in addition to the applicable energy charges contained in the tariff the customer takes service under. Customer will continue to be billed all applicable energy charges under the applicable rate schedule.

TERMS & CONDITIONS

1. Customers may terminate service under this rider at any time. The change will become effective with the customer's next billing cycle following the customer's termination request to the Company.
2. In addition to the rate above, all rates and conditions of delivery of the respective rate schedule under which the customer is currently served under are applicable.
3. Customers may sign up for this voluntary program via written form, web site/internet, over the phone, or other means acceptable to the Company. No contract is required and customers can terminate via the same communication methods used for sign-up.
4. The Company retains the right to either require a contract for customers purchasing 100 blocks/month or limit participation to 100 blocks/month per customer.
5. In the event the customer uses less energy in a month than the cumulative total of the blocks of energy purchased under the Naturewise program, the customer is still responsible for payment for the blocks of renewable energy purchased.
6. Company retains the right to deny service to or terminate service under this tariff to customers in arrears with the Company.
7. Service under this tariff will normally commence upon the customer's meter reading date. Fractional and partial months shall be prorated in the same manner as Customer Charges.
8. Service under this tariff provides for the generation or purchase of renewable generation into the Company's control area system and not actual delivery to customers taking service under this tariff. The reconciliation of Renewable Generation supply and the total amount of KWh purchased by customers under this tariff shall be done on an annual basis.

(Continued on Sheet No. D-136.01)

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Vice-President,  
Milwaukee, Wisconsin



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in Case No. U-18356

**D8. NATUREWISE**

*(Continued from Sheet No. D-136.00)*

**NAT**

**TERMS & CONDITIONS (Cont.)**

9. Renewable Generation supply can be obtained by the purchase, use or redemption of renewable credits or tags from renewable generation resources. Renewable generation resources shall include wind, solar, landfill gas, Ag waste digestors, bark, wood, and other wood waste fired generation. Other Renewable generation resources may also be utilized with approval of the MPSC.

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T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>April 24, 2018</b>
Filed <u>DBR</u>

Effective for service rendered on and  
after April 26, 2018

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Michigan Public Service Commission  
Dated April 18, 2018  
in Case No. U-18356

**D9. PARALLEL GENERATION-NET METERING PROGRAM (*Closed to New Customers*) PG-1M**

**EFFECTIVE IN:** All territory served.

**AVAILABILITY**

Available to retail customers taking full requirements service with renewable electric generation facilities that are interconnected with the Company's power supply and rated at 20 kW and less, where customer's delivery offsets retail electric consumption at the same site. If a customer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 20 kW.

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.5% for customers generating 20 kW or less. The remaining 0.5% is allocated to customers generating more than 20 KW.

The Company's Net Metering Program application fee is \$25.

**MONTHLY RATES**

**Distribution Charges:**

A customer enrolled in the Net Metering Program shall pay the Distribution Charges associated with the Company's standard service tariff applicable to the customer when the customer's net usage results in a net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer shall be credited based on the Excess Generation rate below.

**Power Supply Charges:**

A customer enrolled in the Net Metering Program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer when the customer's net usage results in a net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer shall be credited based on the Excess Generation rate below.

**Excess Generation:**

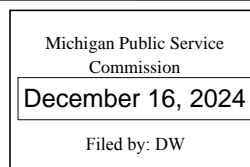
Excess generation shall be credited at the customer's applicable standard tariff's full retail rate (distribution service plus power supply service). The credit shall appear on the customer's next bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods.

**METERING**

The Company may determine the customer's net usage using the customer's existing meter if it is capable of reverse registration or may, at the Company's expense, install a single meter with separate registers measuring power flow in each direction. If the company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If the customer's meter is not capable of reverse registration and if meter upgrades or modifications are required, the Company shall provide a meter or meters capable of measuring the flow of energy in both directions to the customer at cost. Only the incremental cost above that for meter(s) provided by the Company to similarly situated non-generating customers shall be paid by the eligible customer. Generator meters will be supplied to the customer, at the customer's request, at cost.

(Continued on Sheet No. D-139.00)

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T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin



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dated October 10, 2024  
in Case No. U-21541

**D9. PARALLEL GENERATION-NET METERING PROGRAM (*Closed to New Customers*) PG-1M**  
**(Continued from Sheet No. D-138.00)**

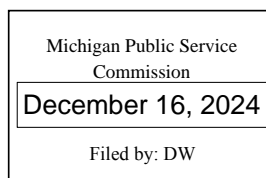
**TERMS AND CONDITIONS**

1. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
  - a. Biomass
  - b. Solar and solar thermal energy
  - c. Wind energy
  - d. Kinetic energy of moving water, including the following:
    - i. Waves, tides or currents
    - ii. Water released through a dam
  - e. Geothermal energy
  - f. Municipal solid waste
  - g. Landfill gas produced by municipal solid waste.
2. The generation equipment must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirements for electricity.
3. At the customer's option, the customer's electric needs shall be determined by one of the following methods:
  - a. The customer's annual energy usage, measured in kWh, during the previous 12-month period.
  - b. When metered demand is available, the maximum integrated hourly demand measured in kW during the previous 12-month period.
  - c. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's electric needs.
4. At the customer's option, the generation capacity shall be determined by one of the following methods:
  - a. Aggregate nameplate capacity of the generator(s).
  - b. An estimate of the expected annual kWh output of the generator(s).

Customers shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.

5. A customer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.
6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be at 20 kW or less.
7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kilowatt-hour output of the generating unit when completing the Company's Net Metering Application.
8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules ([R460.601a – 460.656](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.
9. ***Under MCL 460.1183 and MCL 460.6a(14), any customer participating in a net metering program may continue under their current tariff for 10 years from original participation date or may opt to receive service under the Distributed Generation Program – DG-1.***

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Vice-President,  
Milwaukee, Wisconsin



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**D9. PARALLEL GENERATION – MODIFIED NET METERING PROGRAM (*Closed to New Customers*) PG-1AM**

EFFECTIVE IN: All territory served.

AVAILABILITY

Available to retail customers taking full requirements service with renewable electric generation facilities that are interconnected with the Company's power supply and rated at greater than 20 kW and not more than 150 kW, where customer's delivery offsets retail electric power supply at the same site. If a customer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 150 kW.

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.25% for customers generating at greater than 20 kW and not more than 150 kW.

MONTHLY RATES

Distribution Charges:

A customer enrolled in the Modified Net Metering Program shall pay the Distribution Charges at the Company's standard service tariff applicable to the customer for the customer's total consumption of energy from the Company to the customer.

Power Supply Charges:

A customer enrolled in the Modified Net Metering Program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer.

Energy Charges:

Charges that are related to a \$/kWh charge will be charged when the customer's net usage results in a monthly net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer's \$/kWh charges shall be credited based on the Excess Generation rate below.

Demand Charges:

The customer shall pay the demand charge associated with the Company's standard service tariff applicable to the customer for the customer's total consumption of energy from the Company to the customer.

Excess Generation:

Excess generation shall be credited at the customer's applicable standard tariff's power supply service energy charges (\$/kWh). The credit shall appear on the customer's next bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods.

METERING

The Company may determine the customer's usage using the customer's existing meter if it has separate registers measuring power flow in each direction. If the company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If the customer's meter is not capable of measuring power flow in both directions, and if meter upgrades or modifications are required, the Company shall provide a meter or meters capable of measuring the flow of energy in both directions to the customer at cost. Only the incremental cost above that for meter(s) provided by the Company to similarly situated non-generating customers shall be paid by the eligible customer. Generator meters will be provided by the Company. The cost of the generator meter shall be considered a cost of operating the net metering program.

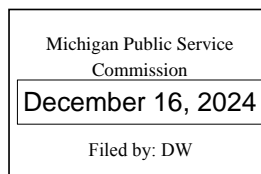
Costs and Fees

The Company's Modified Net Metering Program has the following fees and costs:

Application fee:	\$25
Interconnection application fee:	\$75
Engineering Review:	\$0
Distribution Study:	Actual Costs or Maximum Approved by the Commission
Distribution Upgrades:	Actual Costs or Maximum Approved by the Commission

(Continued on Sheet No. D-140.00)

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Vice-President,  
Milwaukee, Wisconsin



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**D9. PARALLEL GENERATION – MODIFIED NET METERING PROGRAM (*Closed to New Customers*) PG-1AM**  
**(Continued from Sheet No. D-139.00)**

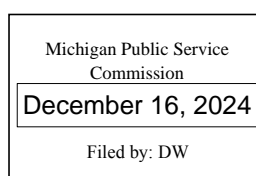
Costs and Fees (Cont.)

Company Testing and Inspection fee: \$0  
All Interconnection Costs: Actual Costs or Maximum Approved by the Commission

TERMS AND CONDITIONS

1. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
  - a. Biomass
  - b. Solar and solar thermal energy
  - c. Wind energy
  - d. Kinetic energy of moving water, including the following:
    - i. Waves, tides or currents
    - ii. Water released through a dam
  - e. Geothermal energy
  - f. Municipal solid waste
  - g. Landfill gas produced by municipal solid waste.
2. The generation equipment must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirements for electricity.
3. At the customer's option, the customer's electric needs shall be determined by one of the following methods:
  - a. The customer's annual energy usage, measured in kWh, during the previous 12-month period.
  - b. When metered demand is available, the maximum integrated hourly demand measured in kW during the previous 12-month period.
  - c. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's electric needs.
4. At the customer's option, the generation capacity shall be determined by one of the following methods:
  - a. Aggregate nameplate capacity of the generator(s).
  - b. An estimate of the expected annual kWh output of the generator(s).Customers shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.
5. A customer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.
6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be greater than 20 kW and not more than 150 kW.
7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kilowatt-hour output of the generating unit when completing the Company's Net Metering Application.
8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules ([R460.601a – 460.656](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.
9. ***Under MCL 460.1183 and MCL 460.6a(14), any customer participating in a net metering program may continue under their current tariff for 10 years from original participation date or may opt to receive service under the Distributed Generation Program – DG-1.***

Issued December 13, 2024  
T. T. Eidukas  
Vice-President,  
Milwaukee, Wisconsin



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**D9. PARALLEL GENERATION – METHANE DIGESTERS (*Closed to New Customers*) PG-1BM**

EFFECTIVE IN: All territory served.

AVAILABILITY

Available to retail customers taking full requirements service with methane digester facilities that are interconnected with the Company's power supply and rated at greater than 150 kW and not more than 550 kW, where customer's delivery offsets retail electric power supply at the same site. If a customer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 550 kW.

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.25% for customers generating at greater than 150 kW and not more than 550 kW.

MONTHLY RATES

Distribution Charges

A customer enrolled in this program shall pay the Distribution Charges at the Company's standard service tariff applicable to the customer for the customer's imputed customer consumption. Imputed customer consumption is the sum of the metered on-site generation and the net of the bidirectional flow of power across the customer interconnection during the billing period.

Power Supply Charges

A customer enrolled in this program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer.

Energy Charges

Charges that are related to a \$/kWh charge will be charged when the customer's net usage results in a monthly net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer's \$/kWh charges shall be credited based on the Excess Generation rate below.

Demand Charges

The customer shall pay the demand charges (\$/KW) associated with the Company's standard service tariff applicable to the customer for the customer's imputed customer consumption. Imputed customer consumption is the sum of the metered on-site generation and the net of the bidirectional flow of power across the customer interconnection during the billing period.

Excess Generation

Excess generation shall be credited at the customer's applicable standard tariff's power supply service energy charges (\$/kWh). The credit shall appear on the customer's next bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods.

METERING

The Company will utilize a meter or meters capable of measuring the flow of energy in both directions and generator output. If the company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If meter upgrades or modifications are required, the customer shall pay the costs incurred.

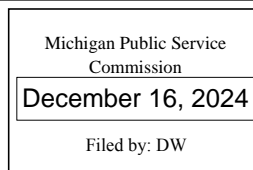
Costs and Fees

The Company's Modified Net Metering Program has the following fees and costs:

Application fee:	\$25
Interconnection application fee:	\$75
Engineering Review:	\$0
Distribution Study:	Actual Costs or Maximum Approved by the Commission
Distribution Upgrades:	Actual Costs or Maximum Approved by the Commission
Company Testing and Inspection fee:	\$0
All Interconnection Costs:	Actual Costs or Maximum Approved by the Commission

(Continued on Sheet No. D-142.00)

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Vice-President,  
Milwaukee, Wisconsin



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in Case No. U-21541

**D9. PARALLEL GENERATION – METHANE DIGESTERS (*Closed to New Customers*) PG-1BM**  
**(Continued from Sheet No. D-141.00)**

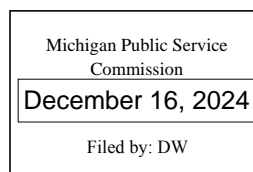
**TERMS AND CONDITIONS**

1. A renewable energy resource consisting of one or more methane digesters with an aggregate name plate capacity between 150 KW and 550 KW located on the customer's premises and metered at a single point of contact.
2. The generation equipment must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirements for electricity.
3. At the customer's option, the customer's electric needs shall be determined by one of the following methods:
  - a. The customer's annual energy usage, measured in kWh, during the previous 12-month period.
  - b. When metered demand is available, the maximum integrated hourly demand measured in kW during the previous 12-month period.
  - c. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's electric needs.
4. At the customer's option, the generation capacity shall be determined by one of the following methods:
  - a. Aggregate nameplate capacity of the generator(s).
  - b. An estimate of the expected annual kWh output of the generator(s).

Customers shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.

5. A customer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.
6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be greater than 150 kW and not more than 550 kW.
7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kilowatt-hour output of the generating unit when completing the Company's Net Metering Application.
8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules ([R460.601a – 460.656](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.
9. ***Under MCL 460.1183 and MCL 460.6a(14), any customer participating in a net metering program may continue under their current tariff for 10 years from original participation date or may opt to receive service under the Distributed Generation Program – DG-1.***

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Vice-President,  
Milwaukee, Wisconsin



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**D9. PARALLEL GENERATION-PURCHASE BY WPSC-STANDARD OFFER**

**PG-2M**

EFFECTIVE IN: All territory served.

AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of 550 KW or less, and desiring to sell electrical energy to the Company. Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten, fifteen or twenty year service agreement with the Company. Customers with generation capacity of 30 KW or less have the option of selling energy to the Company under this PG-2M tariff or the PG-1M tariff.

- (1) QFs with generation design capacity at or below 150 kW shall be eligible to receive compensation based on the Company's full avoided cost rates including capacity and energy, regardless of the Company's capacity need as determined and approved by the Commission in its Order in Case No. U-21081.
- (2) QFs with generation design capacity between 150 kW and 550 kW shall be eligible to receive compensation for energy at the Company's avoided energy cost rate as outlined below. The Commission's Order in Case No. U-21081 determined that the Company did not have a capacity need; therefore, no capacity payment will be payable to systems with a design capacity above 150 kW.

MONTHLY RATES

**Fixed Charge:** \$0.3945/Day

Charges for Deliveries from Company

Deliveries from the Company to the customer shall be billed in accordance with the standard applicable rate schedules of the Company.

Avoided Energy Cost Rate for Deliveries to Company

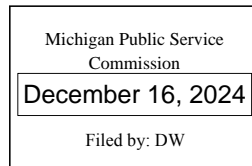
For all energy supplied by the customer to the Company, the customer shall receive an energy payment equal to the kilowatt-hours supplied to the Company multiplied by the following energy rate:

<u>Year</u>	<u>Energy Rate</u> <u>\$/kWh</u>
2021	\$0.02718
2022	\$0.06439
2023	\$0.06567
2024	\$0.06699
2025	\$0.06834
2026	\$0.06969
2027	\$0.07108
2028	\$0.07252
2029	\$0.07396

Customers shall receive the applicable energy credits shown above for their initial five years (60 months) of service under this tariff, thereafter, the on-peak energy credit shall equal the average of the on-peak Day Ahead Locational Marginal Prices ("DA LMP") at the WPS.WPSM load zone node, and the off-peak energy credit shall equal the average of the off-peak DA LMP at the WPS.WPSM load zone node. The rates shall be reset annually on January 1 of each year based on the hourly average DA LMP at the WPS.WPSM load zone node of the most recently completed November 1 to October 31 period.

(Continued on Sheet No. D-144.00)

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**D9. PARALLEL GENERATION-PURCHASE BY WPSC-STANDARD OFFER**  
**(Continued from Sheet No. D-143.00)**

**PG-2M**

MONTHLY RATES (cont.)

Capacity Payment

QFs with generation design capacity at or below 150 kW shall receive a capacity payment reflecting the most recent Midcontinent Independent System Operator ("MISO") capacity auction market result in the relevant Local Resource Zone if the customer generation capacity can be counted as capacity in the MISO Capacity Auction (Resource Adequacy) market. The capacity price will be updated each June 1 to reflect the most recent year-round auction clearing price in MISO. The current on-peak rate until May 31, 2026 will be **\$0.01977/kWh**. If the MISO capacity auction deviates from its current annual format, the applicable capacity price will be calculated from the most recently cleared capacity seasons spanning a 12 month period.

Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags. Premiums are to be set when the contract is signed and will not change during the contract period.

Distribution Loss Factors

The following factors shall be applied to the on-peak and off-peak energy factors and capacity payments to reflect system losses:

Customers metered at a transmission voltage of 50,000 volts or higher:	1.0000
Customers metered at a primary voltage of 4,160 volts - 50,000 volts:	1.0096
Customers metered at a secondary voltage of less than 4,160 volts:	0.9885

Line loss savings will be evaluated on a case by case basis.

ON-PEAK HOURS

Winter (calendar months of October through May): 7:00 AM to 10:00 PM; Monday through Friday (except holidays).

Summer (calendar months of June through September): 7:00 AM to 11:00 PM; Monday through Friday (except holidays).

OFF-PEAK HOURS

All hours not listed as on-peak hours

HOLIDAYS

The days of the year which are considered holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday After Thanksgiving, Day Before Christmas, Christmas Day, and the Day Before New Year's Day.

MINIMUM CHARGE

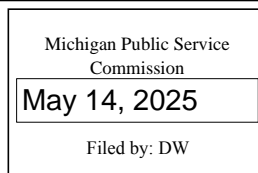
The monthly minimum charge shall be the fixed charge.

PRO-RATION OF DEMAND COST FOR AUTHORIZED MAINTENANCE

For customers billed on rates with demand charges, the demand charges other than "Customer Demand" shall be prorated if the maintenance schedule of the customer owned generation facility has been approved in advance in writing by the Company. Said pro-ration shall be based on the number of authorized days of scheduled maintenance. The customer shall pay the demand rate for the higher than normal demands due to the generation outage only for the days of authorized maintenance.

(Continued on Sheet No. D-144.01)

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**D9. PARALLEL GENERATION-PURCHASE BY WPSC-STANDARD OFFER**  
**(Continued from Sheet No. D-144.00)**

**PG-2M**

**SPECIAL RULES**

1. The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.
2. The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.
3. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules ([R460.481-460.489](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

**PARALLEL GENERATION RULES**

See Schedule PGXM.

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Vice-President,  
Milwaukee, Wisconsin

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**D9. PARALLEL GENERATION-PURCHASE BY WPSC**

**PG-3M**

**EFFECTIVE IN:** All territory served.

**AVAILABILITY**

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of 5,000 KW or less, and desiring to sell electrical energy to the Company. Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten, fifteen or twenty year service agreement with the Company. Customers with generation capacity of 550 kW or less have the option of selling energy to the Company under this PG-3M tariff or PG-2M tariff. The Commission's Order in Case No. U-21081 determined that the Company did not have a capacity need; therefore, no capacity payment will be payable to systems with a design capacity above 150 kW.

**MONTHLY RATES**

**Fixed Charge:** \$12.00/Month      \$0.3945/Day

**Avoided Energy Cost Rate**

For all energy supplied by the customer to the Company, the customer shall receive an energy payment equal to the kilowatt-hours supplied to the Company multiplied by the following energy rate:

Year	Energy Rate \$/kWh
2021	\$0.02718
2022	\$0.06439
2023	\$0.06567
2024	\$0.06699
2025	\$0.06834
2026	\$0.06969
2027	\$0.07108
2028	\$0.07252
2029	\$0.07396

Customers shall receive the applicable energy credit shown above for their initial five years (60 months) of service under this tariff, thereafter, the Customer will be compensated at the DA LMP at WPS.WPSM load zone node expressed in \$/kWh for every hour.

**Renewable Premium**

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags. Premiums are to be set when the contract is signed and will not change during the contract period.

**Distribution Loss Factors**

The following factors shall be applied to the energy factors and capacity payments to reflect system losses:

Customers metered at a transmission voltage of 50,000 volts or higher:	1.0000
Customers metered at a primary voltage of 4,160 volts - 50,000 volts:	1.0096
Customers metered at a secondary voltage of less than 4,160 volts:	0.9885

Line loss savings will be evaluated on a case by case basis.

Continued on Sheet No. D-146.00)

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**D9. PARALLEL GENERATION-PURCHASE BY WPSC**  
**(Continued from Sheet No. D-145.00)**

**PG-3M**

**MINIMUM CHARGE**

The monthly minimum charge shall be the fixed charge plus the energy optimization charge.

**PRO-RATION OF DEMAND COST FOR AUTHORIZED MAINTENANCE**

For customers billed on rates with demand charges, the demand charges other than "Customer Demand" shall be prorated if the maintenance schedule of the customer owned generation facility has been approved in advance in writing by the Company. Said pro-ration shall be based on the number of authorized days of scheduled maintenance. The customer shall pay the demand rate for the higher than normal demands due to the generation outage only for the days of authorized maintenance.

**SPECIAL RULES**

1. The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.
2. The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.
3. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules ([R460.481- 460.489](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

**PARALLEL GENERATION RULES**

See Schedule PGXM.

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**D9. PARALLEL GENERATION-PURCHASE BY WPSC**

**PG-4M**

EFFECTIVE IN: All territory served.

AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of **5,000 KW** or less, and desiring to sell electrical energy to the Company. Customers are not required to take electric service deliveries from the Company. Customers shall enter into a five, ten or fifteen year service agreement with the Company. Customers with generation capacity of 5,000 KW or less have the option of selling energy to the Company under this PG-4M tariff or the PG-3M tariff. The Commission's Order in Case No. U-21081 determined that the Company did not have a capacity need; therefore, no capacity payment will be payable to systems eligible for this tariff.

NEGOTIATED RATES

Parallel generation customers have the right to request negotiated buy back rates. The following are the required procedure guidelines:

1. Except as allowed by Paragraph 3 below, the Company must respond to the customer owned generating system within 30 days of the initial receipt of the customer owned generating system written proposal, and within 30 days of receipt of any subsequent customer owned generating system written proposal;
2. The Company's rejection of the customer owned generating system written proposal must be accompanied by a counter offer relating to the specific subject matter of the customer owned generating system written proposal; and
3. If the Company is unable to respond to the customer owned generating system written proposal within 30 days it shall inform the customer owned generating system of:
  - a. Specific information needed to evaluate the customer owned generating system proposal.
  - b. The precise difficulty encountered in evaluating the customer owned generating system written proposal.
  - c. The estimated date that it will respond to the customer owned generating system written proposal.
4. The commission may become involved in the Company negotiations upon showing by either the Company or the customer owned generating system that a reasonable conclusion cannot be reached under the above guidelines. The commission may provide a waiver to the guidelines and order new negotiation requirements so that a reasonable conclusion can be reached.

Renewable Premium

At the Company's sole discretion, a premium to be paid on a per kWh basis may be applied to generators that generate a renewable credit that is transferred to the Company. Customers retain the right to refuse a renewable premium and keep the renewable credits or tags.

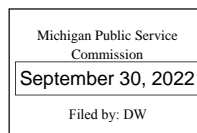
SPECIAL RULES

1. The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.
2. The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.
3. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules ([R460.481- 460.489](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

PARALLEL GENERATION RULES

See Schedule PGXM.

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**D9. PARALLEL GENERATION-NO PURCHASE BY WPSC**

**PG-5M**

EFFECTIVE IN: All territory served.

AVAILABILITY

To customers contracting for electric service, generating electrical energy, and not desiring to sell any electrical energy to the company.

MONTHLY RATE

Deliveries from the company to the customer shall be billed in accordance with the standard applicable rate schedules of the company.

Flow of energy from the customer's generation facilities into the electrical system of the company shall be supplied by the customer without charge to the company.

SPECIAL RULES

1. The company shall install appropriate devices on the Company's metering facilities to prevent the meter from recording any flow of energy from the customer's generation facilities into the electrical system of the Company.
2. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules([R 460.601a-460.656](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

PARALLEL GENERATION RULES

See Schedule PGXM.

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**D9. PARALLEL GENERATION-RULES**

**PGXM**

**PARALLEL GENERATION RULES**

The following rules shall apply to all customer owned generation facilities that are interconnected with the company's power supply:

1. Interconnection of a generating facility with the company shall not be permitted until application has been made to and approval received from the company. The company may withhold approval for good reason such as failure to comply with applicable utility or governmental rules or laws. The company shall require a contract specifying reasonable technical connection and operating aspects for the parallel generating facility.
2. The company may require that for each generating facility there be provided between the generator or generators and the company system a lockable load-break disconnect switch. For installations interconnected at greater than 600 volts a fused cutout switch may be substituted, where practicable. The switches shall be accessible to the company for the purpose of isolating the parallel generating facility from the company system when necessary.
3. The company shall require a separate distribution transformer for a customer having a generating facility where necessary, for reasons of public or employee safety or where the potential exists for the generating facility causing problems with the service of other customers. Ordinarily this requirement should not be necessary for an induction-type generator with a capacity of 5 Kw or less, or other generating units of 10 Kw or less that utilize line-commutated inverters.
4. Where necessary, to avoid the potential for a facility causing problems with the service of other customers, the company shall limit the capacity and operating characteristics of single-phase generators in a manner consistent with its existing limitations for single-phase motors. Ordinarily single-phase generators should be limited to a capacity of 10 Kw or less.
5. The company shall require that each generating facility have a system for automatically isolating the generator from the company's system upon loss of the company supply, unless the company desires that the local generation be continued to supply isolated load. For synchronous and induction generators such protection against continued operation when isolated from the company system will ordinarily consist of overcurrent protection, fuse or circuit breaker, plus a voltage or frequency controlled contactor which would automatically disconnect the unit whenever its output voltage or frequency drifted outside predetermined limits, such as plus or minus 10% of the rated values. Other suitable protective systems against abnormal voltages or frequencies may be accepted by the company.
6. The company shall require that the customer discontinue parallel generation operation when it so requests and the company may isolate the generating installation from its system at times:
  - a. When considered necessary to facilitate maintenance or repair of company facilities.
  - b. When considered necessary during system emergencies.
  - c. When considered necessary during such times as the generating facility is operating in a hazardous manner, or is operating such that it adversely affects service to other customers or to nearby communication systems or circuits.
7. The owner of the generating facility shall be required to make the equipment available and permit entry upon the property by company and communication utility personnel at reasonable times for the purposes of testing isolation and protective equipment, and evaluating the quality of power delivered to the company's system; and testing to determine whether the local generating facility is the source of any electric service or communication systems problems.
8. The power output of the generating facility shall be maintained such that frequency and voltage are compatible with normal company service and do not cause that company service to fall outside the prescribed limits of commission rules and other standard limitations.
9. The generating facility shall be operated so that variations from acceptable voltage levels and other service impairing disturbances do not result in adverse effects on the service or equipment of other customers, and in a manner which does not produce undesirable levels of harmonics in the company power supply.

(Continued on Sheet No. D-150.00)

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**D9. PARALLEL GENERATION-RULES**

**PGXM**

**(Continued from Sheet No. D-149.00)**

**PARALLEL GENERATION RULES (Cont.)**

10. The owner of the generating facility shall be responsible for providing protection for the owner's installed equipment and for adhering to all applicable national, state and local codes. The design and configuration of certain generating equipment such as that utilizing line-commutated inverters sometimes requires an isolation transformer as part of the generating installation for safety and for protection of the generating facilities.
11. The owner of a generating facility interconnected or proposed to be interconnected with the Company system may appeal to the commission should any requirement of the Company service rules filed in accordance with the provisions of PSC 113.70 be considered to be excessive or unreasonable. Such appeal will be reviewed and the customer notified of the commission's determination.
12. The Company will notify telephone utility and cable television firms in the area when it knows that customer-owned generating facility is to be interconnected with its system. This notification shall be as early as practicable to permit coordinated analysis and testing in advance of interconnection, if considered necessary by the electric or telephone utility or cable television firm.
13. The owner of the generating facility shall be required to pay all interconnection costs, including any metering transformers, incurred by the Company. Said costs, including financing costs, shall be paid by the owner within two years of the installation date of the interconnection facilities.
14. The owner of the generating facility shall be required to have liability insurance on the generating facility of at least \$100,000 or be able to prove financial responsibility.
15. Electric service to a customer owned electric generation installation may be disconnected for failure to comply with these parallel generation rules.

***16. The Company may purchase renewable energy credits (RECs) from qualifying facilities (QFs).***

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**D10. POLE ATTACHMENT TARIFF**

**PA-1M**

EFFECTIVE IN All territory served.

TERMS AND CONDITIONS

AVAILABILITY

This schedule is available to any "attaching party", as defined below, that executes a pole attachment contract with the company including the terms and conditions below.

1. Definitions

- a. Upper Michigan Energy Resources Corporation will be referred to as "Company".
- b. Any person, firm, corporation, partnership or cooperatively organized association, other than a utility or a municipality, which seeks to construct attachments upon Company poles will be referred to as "attaching party".
- c. "Attachments" means any wire, cable, facility, or apparatus for the transmission of writing, signs, signals, pictures, sounds, or other forms of intelligence or for the transmission of electricity for light, heat, or power, installed by an attaching party upon any pole owned or controlled by the company.

2. Any attachments to company poles shall be covered by a Pole Attachment Agreement between the attaching party and the company covering in detail the scope, terms and conditions of any and all attachments to company poles. All pole attachment agreements will be filed with the Michigan Public Service Commission and will be deemed approved by the commission as to rates, terms and conditions of attachment unless the commission on its own motion, within 20 days of the company's filing, indicates disapproval. The terms and conditions of the pole attachment agreements shall be in substantial conformance with this tariff and shall include at least the following points:

- a. The company reserves the right to exclude any of its poles from joint use when in its judgment such joint use would interfere with company service requirement, including but not limited to considerations of economy and safety.
- b. The attaching party's cable and wire facilities shall be erected and maintained in accordance with the requirements of the National Electrical Safety Code, The National Electrical Code, Michigan State Electrical Code and applicable practice requirements and specifications of the company, or any amendments or revisions of said codes, practices or specifications and in compliance with any rules or orders now in effect or that may hereafter be issued by the Public Service Commission of Michigan or other governmental authorities having jurisdiction.
- c. Before making attachments to poles attaching party shall apply for and receive a permit from company. Attaching party shall agree to reimburse company for all costs incurred in making field surveys and studies of the poles included in any application which are undertaken in order to determine what equipment rearrangements or other pole changes are necessary to make space available to attaching party.
- d. The costs referred to in this tariff shall be company's fully loaded costs, or derived from its normal accounting and costing procedures.
- e. Right-of-way for attaching party's attachments
  - 1) Attaching party shall furnish company satisfactory evidence of its authority to erect and maintain facilities within public streets, highways and other thoroughfares and shall secure any necessary consents from governmental authorities or from the owners of property where necessary, to construct and maintain facilities at the location of poles which it desires to use.
  - 2) Consent by company to the construction or maintenance of any facilities of attaching party shall not be deemed an acknowledgement that attaching party has the necessary authority to construct or maintain any such facilities. Attaching party will indemnify, protect and save harmless Company from any and all claims, damages or expenses incurred by it resulting from any question or order by any state, municipal or other governmental authority or by any owner of property or by any other person, concerning the right of attaching party to construct or maintain its facilities as provided in the Pole Attachment Agreement.

(Continued on Sheet No. D-152.00)

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Milwaukee, Wisconsin



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**D10. POLE ATTACHMENT TARIFF**

**PA-1M**

(Continued from Sheet No. D-151.00)

- f. Replacement and/or Rearrangement of Facilities
- 1) If company deems a pole, to which attaching party desires to attach, to be inadequate to support the additional facilities, the pole shall be replaced with an adequate one if so requested by attaching party and attaching party shall reimburse company as follows:
    - a) When the pole is to be replaced with one which is to be owned by company, attaching party shall pay to company the cost in place of the new pole and the cost of transferring the facilities of company to the new pole, together with any other costs incurred by company in such replacement (such as the cost of removing the old pole). However, there shall be deducted a credit for salvage or used service life, whichever is greater, of the old pole removed. Costs, if any, incurred in such replacement by other occupants of the old pole shall be paid by attaching party directly to the other occupants.
    - b) When the pole is to be replaced with one which is to be owned by an existing occupant other than company, attaching party shall pay to company the cost of transferring the facilities of company to the new pole, together with any other costs incurred by company in such replacement (such as the cost of removing the old pole). However, there shall be deducted a credit for salvage or used service life, whichever is greater, of the old pole removed. Costs incurred in such replacement by other occupants of the old pole shall be paid by attaching party directly to the other occupants.
  - 2) Attaching party agrees to reimburse company for all costs incurred by company in rearranging its existing attachments to accommodate attaching party, when such rearrangements are requested by attaching party.
  - 3) Any additional support or strengthening of poles through the use of guying or other means required to accommodate the attachments of attaching party shall be provided by and at the expense of attaching party and to the satisfaction of company and all existing occupants other than company on the pole.
- g. Maintenance of Attachments
- 1) Attaching party shall, at its own expense, make and maintain its attachments in safe condition and good repair, in a manner suitable to company so as not to impair use of any pole by company or by other existing occupants other than company at any time or interfere with the working use of facilities attached or which may from time to time be attached thereto by company. Attaching party shall at any time, at its own expense, upon notice from company, relocate, replace, transfer or renew its facilities attached to said pole or perform any other work in connection with said facilities that may be required by company. In cases of emergency (as determined by company), company may relocate or transfer facilities attached to said pole by attaching party or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said pole or associated appurtenances. Attaching party shall reimburse company for the expense thereby incurred.
  - 2) Should any pole be replaced by company because of deterioration, or because of the requirements of public authorities or property owners, or because of the increased requirement of the company and/or the attaching party, in addition to being obligated to transfer its attachments to the new pole at its own expense, attaching party shall reimburse company for the cost of any increment of pole height and strength provided specifically for the attaching party's sole requirements over and above the pole height and strength required by the company.
  - 3) Should any pole be replaced by company solely because of the attaching party's increased requirements, in addition to being obligated to transfer its attachments to the new pole at its own expense, attaching party shall be liable for those costs and expenses associated with the replacement of the pole which are described in paragraph f., being applicable when a replacement of a pole is required to accommodate the attaching party's initial attachments.

(Continued on Sheet No. D-153.00)

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**D10. POLE ATTACHMENT TARIFF**

**PA-1M**

**(Continued from Sheet No. D-152.00)**

- 4) Should the increased requirements of the company, without any increase in the requirements of the attaching party, call for the replacement of any pole, and if said pole could have accommodated the requirements of the company without replacement if it were not for the fact that the attaching party occupies the space thereon that it does, and if the pole, when installed, had not been furnished and set at some cost to attaching party, the attaching party shall rearrange its attachments, if that is possible, or shall vacate the pole, all at its own expense, or shall authorize the replacement of the pole to permit its continued occupancy of a pole at the location concerned. In this latter event the attaching party shall be liable for those costs and expenses associated with the replacement of the pole described in paragraph f., as being applicable when a replacement of a pole is required to accommodate the attaching party's initial attachments, including the cost of transferring its own attachments.
- 5) If said pole would have to be replaced even if it were not occupied by the attaching party, the attaching party, if it desires to occupy the new pole on replacement, shall transfer its attachments thereto at its own expense but shall not be liable for any portion of the cost of the new pole.
- h. Termination of Attachments
  - 1) The right to attach to any pole shall terminate immediately upon notice from company to attaching party that its use of the pole is forbidden by governmental authorities or others having jurisdiction and the attaching party shall promptly remove all of its attachments.
  - 2) Company reserves the right to require attaching party to remove its attachments from any pole abandoned by the company but under such circumstances attaching party shall have the option to purchase such pole from the company if it first obtains all necessary authorization for the pole's continued placement. Company shall not be compelled to maintain any pole for a period longer than that demanded by its own service requirements.
- i. Attachment Charges
  - 1) Attaching party shall pay company \$3.74 per year for each pole attached to.
  - 2) The company reserves the right to review these charges periodically and make adjustments based on the company's then current costs, subject to the regulatory authority at the Michigan Public Service Commission.
- j. Inspection of Joint Use Attachments
  - 1) Company reserves the right to inspect each new attachment of attaching party. Attaching party shall, upon demand, reimburse the company for all costs related to this inspection.
  - 2) Company reserves the right to make periodic inspections, at reasonable intervals as conditions warrant, of the entire plant of the attaching party or any part thereof. When any such inspection shall reveal any noncompliance with any of the provisions of this tariff the attaching party shall reimburse the company for all inspection costs incurred and shall promptly correct any noncompliance situation found at its own expense.
  - 3) Failure to make such inspections shall not relieve attaching party of any responsibility, obligation or liability, nor shall failure to inspect be deemed a waiver of any rights company may have under this tariff.
- k. If attaching party shall fail to comply with any of the provisions of the Pole Attachment Agreement or default in any of its obligations under the Pole Attachment Agreement, and shall fail within 30 days after written notice from company to correct such default or noncompliance, company may forthwith terminate the Pole Attachment Agreement in its entirety or to terminate the specific permit or permits to the extent to which they relate to the pole or poles as to which such default or noncompliance shall have occurred.
- l. The attaching party shall indemnify, protect and hold harmless the company from and against any and all damages, injuries, claims or costs resulting in any manner from the attaching party attachment to company poles as specified in the Pole Attachment Agreement.

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**D11. POWER SUPPLY DEFAULT SERVICE**

**PSDS**

APPLICABLE TO: All areas served.

AVAILABILITY AND PRIOR NOTICE REQUIREMENTS

This service is available, on a best-efforts basis to a Customer requesting power supply service with less than twelve months prior notice given to Company. The Company is not required to build or purchase new capacity or interrupt firm Customers to provide service under this schedule.

CONDITIONS FOR MANDATORY DEFAULT SERVICE

This service is mandatory for a Customer receiving distribution delivery service from Company and who has no AES Power Supply or Company Power Supply. Company will, on a best efforts basis, provide power supply service to Customer. Customer is obligated to pay the Company for all costs associated with Company providing the Customer with Power Supply Default Service.

RETAIL ACCESS SERVICE TARIFF

Service according to this schedule is subject to the terms and conditions contained in Retail Access Service Tariff RAST. Specifically, section 2.6 of Retail Access Service Tariff RAST describes additional conditions under which a Customer may receive Default Service.

TYPE OF SERVICE

Under Power Supply Default Service, Company is committed to provide, if available, Electric Power Supply to meet the Customer's load. This supply is delivered to the Customer's Distribution Point of Receipt in the amount required to adequately serve the customer load plus the applicable Distribution System Electric Power Losses as specified on Sheet No. E-17.22. In securing Default Service to meet the Customer's load, the Company may be required to request additional electric transmission to accommodate delivery of Power Supply.

TERM AND FORM OF CONTRACT AND PRIOR NOTICE PROVISIONS

For all service under this schedule the Customer shall sign a written Power Supply Default Service Agreement either prior to or as soon as possible after an AES default condition exists and the customer needs the Company to provide power supply. The maximum term for Power Supply Default Service is twelve months.

SUPPLY DEFAULT SERVICE CHARGE

The price for each hour of usage under this schedule shall be the greater of:

1. The Company's applicable System Supply Service rate for the Customer(s) according to the applicable Company rate schedule, or
2. 110 percent times the sum of Company's highest hourly incremental cost of any purchases of Power and allocated capacity costs associated with any purchases utilized to meet the Customer(s) hourly electricity load plus distribution losses, plus applicable transmission charges, or
3. 110 percent times the sum of Company's highest hourly incremental cost of generation and allocated capacity costs associated with generation utilized to meet the Customer(s) hourly electricity load plus distribution losses, plus applicable transmission charges.

(Continued to Sheet No. D-155.00)

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*Reserved for Future Use*

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<b>December 16, 2024</b>
Filed by: DW

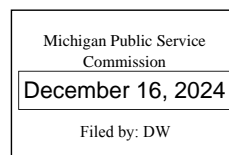
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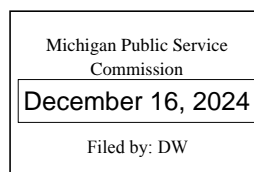
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**D13. RATE REALIGNMENT ADJUSTMENT (RRA)**

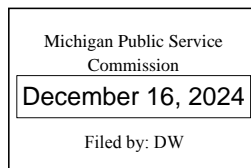
**RRA**

The Rate Realignment Adjustment (RRA) permits, pursuant to MCL 460.11(6), the adjustment of rates to unify the WEPCo and WPS Rate Zones provided the rates remain consistent with the costs to provide service.

For customers that purchase power supply service from the Company, the RRA per kWh below is applicable. Customers taking service under the Retail Access Service Tariff (RAST) are not subject to the RRA.

<i>Rate Schedule</i>	<i>2025 \$/kWh</i>	<i>2026 \$/kWh</i>	<i>2027 \$/kWh</i>	<i>2028 \$/kWh</i>	<i>2029 \$/kWh</i>	<i>2030 \$/kWh</i>	<i>2031 \$/kWh</i>	<i>2032 \$/kWh</i>	<i>2033 \$/kWh</i>
<i>Rg1</i>	<i>\$0.00041</i>	<i>\$0.00036</i>	<i>\$0.00031</i>	<i>\$0.00025</i>	<i>\$0.00020</i>	<i>\$0.00015</i>	<i>\$0.00010</i>	<i>\$0.00005</i>	<i>\$0.00000</i>
<i>Rg-1M</i>	<i>(\$0.00848)</i>	<i>(\$0.00742)</i>	<i>(\$0.00636)</i>	<i>(\$0.00530)</i>	<i>(\$0.00424)</i>	<i>(\$0.00318)</i>	<i>(\$0.00212)</i>	<i>(\$0.00106)</i>	<i>\$0.00000</i>
<i>Rg2</i>	<i>(\$0.00530)</i>	<i>(\$0.00464)</i>	<i>(\$0.00398)</i>	<i>(\$0.00331)</i>	<i>(\$0.00265)</i>	<i>(\$0.00199)</i>	<i>(\$0.00133)</i>	<i>(\$0.00066)</i>	<i>\$0.00000</i>
<i>Rg-OTOU-1M</i>	<i>(\$0.00258)</i>	<i>(\$0.00226)</i>	<i>(\$0.00193)</i>	<i>(\$0.00161)</i>	<i>(\$0.00129)</i>	<i>(\$0.00097)</i>	<i>(\$0.00064)</i>	<i>(\$0.00032)</i>	<i>\$0.00000</i>
<i>Cg1</i>	<i>\$0.00616</i>	<i>\$0.00539</i>	<i>\$0.00462</i>	<i>\$0.00385</i>	<i>\$0.00308</i>	<i>\$0.00231</i>	<i>\$0.00154</i>	<i>\$0.00077</i>	<i>\$0.00000</i>
<i>Cg-1M</i>	<i>(\$0.02049)</i>	<i>(\$0.01793)</i>	<i>(\$0.01537)</i>	<i>(\$0.01281)</i>	<i>(\$0.01024)</i>	<i>(\$0.00768)</i>	<i>(\$0.00512)</i>	<i>(\$0.00256)</i>	<i>\$0.00000</i>
<i>Cg2</i>	<i>\$0.03272</i>	<i>\$0.02863</i>	<i>\$0.02454</i>	<i>\$0.02045</i>	<i>\$0.01636</i>	<i>\$0.01227</i>	<i>\$0.00818</i>	<i>\$0.00409</i>	<i>\$0.00000</i>
<i>Cg-3M</i>	<i>(\$0.00178)</i>	<i>(\$0.00156)</i>	<i>(\$0.00134)</i>	<i>(\$0.00111)</i>	<i>(\$0.00089)</i>	<i>(\$0.00067)</i>	<i>(\$0.00045)</i>	<i>(\$0.00022)</i>	<i>\$0.00000</i>
<i>Mp-1M</i>	<i>(\$0.00178)</i>	<i>(\$0.00156)</i>	<i>(\$0.00134)</i>	<i>(\$0.00111)</i>	<i>(\$0.00089)</i>	<i>(\$0.00067)</i>	<i>(\$0.00045)</i>	<i>(\$0.00022)</i>	<i>\$0.00000</i>
<i>Cg5</i>	<i>\$0.00124</i>	<i>\$0.00108</i>	<i>\$0.00093</i>	<i>\$0.00077</i>	<i>\$0.00062</i>	<i>\$0.00046</i>	<i>\$0.00031</i>	<i>\$0.00015</i>	<i>\$0.00000</i>
<i>Cg-OTOU-1M</i>	<i>\$0.00618</i>	<i>\$0.00541</i>	<i>\$0.00463</i>	<i>\$0.00386</i>	<i>\$0.00309</i>	<i>\$0.00232</i>	<i>\$0.00154</i>	<i>\$0.00077</i>	<i>\$0.00000</i>
<i>Cg3</i>	<i>(\$0.00001)</i>	<i>(\$0.00001)</i>	<i>(\$0.00001)</i>	<i>(\$0.00000)</i>	<i>(\$0.00000)</i>	<i>(\$0.00000)</i>	<i>(\$0.00000)</i>	<i>(\$0.00000)</i>	<i>\$0.00000</i>
<i>Cp-1M (Secondary)</i>	<i>\$0.00191</i>	<i>\$0.00167</i>	<i>\$0.00143</i>	<i>\$0.00119</i>	<i>\$0.00096</i>	<i>\$0.00072</i>	<i>\$0.00048</i>	<i>\$0.00024</i>	<i>\$0.00000</i>
<i>Cp-1M (Primary)</i>	<i>\$0.00298</i>	<i>\$0.00261</i>	<i>\$0.00224</i>	<i>\$0.00186</i>	<i>\$0.00149</i>	<i>\$0.00112</i>	<i>\$0.00075</i>	<i>\$0.00037</i>	<i>\$0.00000</i>
<i>Cp-1M (Transmission)</i>	<i>\$0.00261</i>	<i>\$0.00228</i>	<i>\$0.00195</i>	<i>\$0.00163</i>	<i>\$0.00130</i>	<i>\$0.00098</i>	<i>\$0.00065</i>	<i>\$0.00033</i>	<i>\$0.00000</i>
<i>Cp1 (Medium)</i>	<i>\$0.00223</i>	<i>\$0.00196</i>	<i>\$0.00168</i>	<i>\$0.00140</i>	<i>\$0.00112</i>	<i>\$0.00084</i>	<i>\$0.00056</i>	<i>\$0.00028</i>	<i>\$0.00000</i>
<i>Cp3 (Medium)</i>	<i>(\$0.00071)</i>	<i>(\$0.00062)</i>	<i>(\$0.00053)</i>	<i>(\$0.00044)</i>	<i>(\$0.00035)</i>	<i>(\$0.00027)</i>	<i>(\$0.00018)</i>	<i>(\$0.00009)</i>	<i>\$0.00000</i>

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**SECTION E - RATE AREAS 1 & 2  
RETAIL OPEN ACCESS SERVICE AND RATES**

**RETAIL ACCESS SERVICE RAS-1**

**1.0 INTRODUCTION**

This tariff is intended to provide the terms and conditions associated with Retail Access Service as well as provide information regarding the roles of the various market participants.

In cases where a Customer chooses to participate in Retail Access Service and obtain Generation Service from an Alternative Electric Supplier (AES), the Company will maintain a relationship and interact with two separate participants -- the Customer and the AES.

**1.1 Customer Role**

The Customer is the end-user of Power at one or more locations in the State of Michigan who has facilities connected to the Company's Distribution System. Under Retail Access Service, the Customer will conduct transactions with at least two participants - the Company and an AES. The decision to choose an AES or to remain on Company service will be made by the Customer.

The Customer must already be connected to the Company's Distribution System as a Full Requirements Service Customer or meet the requirements for new Customers connecting to the Company's Distribution System as defined in the Company's applicable tariffs and service rules.

**1.2 Supplier Role**

An Alternative Electric Supplier (AES) is a Person that has been licensed to sell retail electricity in Michigan. AESs take title to Power and sell Power in Michigan's retail electric market.

An AES makes necessary arrangements to provide Power to Customers, assembles products and/or services, and sells the products and/or services to Customers. AESs must meet all applicable statutory and regulatory requirements of Michigan and federal law.

Market participation responsibilities of the AES include: scheduling energy, obtaining and paying for transmission and ancillary services (including energy imbalance charges), and payment or provision of energy for losses incurred on the Transmission System and the Distribution System to deliver Power. The AES is responsible for assuring power supply, arranging deliveries to the Company's Distribution System and managing its own retail sales.

**1.3 Definitions**

Alternative Electric Supplier (AES): a Person properly licensed by the Commission to sell electric Generation Service to retail Customers in the state of Michigan. AES does not include the Person who physically delivers electricity from the AES directly to retail Customers in Michigan.

Commission: the Michigan Public Service Commission.

Company: Upper Michigan Energy Resources Corporation or its agent.

Customer: (for purposes of Retail Access Service) a Person with electrical load facilities connected to the Company's Distribution System and to whom Power is delivered to its Location(s) pursuant to this tariff. All Customers, regardless of the voltage level of the service, are considered to be connected to the Company's Distribution System.

Default Service: Generation Service provided by the Company to Customers who are no longer being served by an AES for any number of reasons, in situations where the Customer is not eligible for Full Requirements Service.

(Continued on Sheet No. E-2.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-1.00)**

1.3 Definitions (Contd)

Demand: the amount of Power required to meet the Customer's load at a given instant or averaged over any designated interval of time, expressed in kilowatts or megawatts.

Distribution Point of Delivery: the point of interconnection between the Company's Distribution System and the Customer's service Location.

Distribution Point of Receipt: the point of interconnection between the Company's Distribution System and the Transmission System or other facilities where electric Energy is received for delivery to a Customer.

Distribution System: facilities operated by the Company for the purpose of distributing electric power within the Company's electric service territory, which are subject to the jurisdiction of the Commission.

Drop Request: a request by an AES to terminate Generation Service to a Customer.

Energy: the capacity for doing work. In the context of this tariff the word energy refers to "electrical energy". Energy is usually measured in kilowatt-hours (kWh).

Energy Meter: a meter capable of measuring and recording energy on a kWh basis.

Enrollment: a transaction between an AES and a Customer whereby a Customer accepts electric service from the AES according to the terms of the AES's offer.

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

Generation Service: the provision of electric Power and related ancillary services.

Interval Demand Meter: a meter capable of measuring and recording kW demands and kVAR demands on a sub-hour time interval and hourly integrated basis and measuring energy in kWh on a cumulative basis.

Legally Authorized Person: a person that has legal documentation or legal authority to enroll a Residential or Non-residential customer into a binding contract. A Legally Authorized Person includes, but is not limited to, an individual with power of attorney or a corporate agent authorized to enter into contracts on a corporation's behalf.

Load: any end-use device drawing energy from the electric system.

Load Profile: an allocation of a Customer's electricity usage to discrete time intervals over a period of time, based on individual Customer data or class averages, used to estimate electric supply requirements and to determine cost of service to the Customer.

Location: each Customer facility whether owned or leased.

Maximum Demand: the highest 15-minute integrated demand created during the current and previous 11 billing months at each voltage level, whether the Customer received service under this tariff or another Company retail tariff. For Customers that do not have an Interval Demand Meter installed, the Company will determine the Maximum Demand utilizing the average load factor of the rate class of the Customer.

(Continued on Sheet No. E-3.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-2.00)**

1.3 Definitions (Contd)

Open Access Transmission Tariff (OATT): Open Access Transmission Tariff of a Person owning or controlling the Transmission System, on file with the Federal Energy Regulatory Commission, as amended from time to time.

Person: an individual, governmental body, corporation, partnership, association, or other legal entity.

Power: a combination of the electric Demand and Energy requirements of the Customer.

Retail Access Service: the service offered by the Company under applicable laws, regulations, tariffs and agreements, which allows the Customer to purchase Generation Service and transmission service from a licensed AES, with Power delivered through the Company's Distribution System.

Regulated Electric Service: the services offered by the Company under terms and conditions approved by the Commission.

Settlement Invoice: a detailed bill of all energy and ancillary services provided to an AES by the transmission service provider, control area operator, or the Company, as appropriate.

Settlement Statement: a reconciliation of the energy and ancillary services scheduled by the AES with those actually consumed or used by the AES and its Retail Access Service customers. The energy and ancillary services will be quantified in units generally accepted by the utility industry, e.g., energy will be measured in kilowatt-hours or megawatt-hours. Contents of the Settlement Statement will be suitable for the preparation of the Settlement Invoice, i.e., energy and ancillary services scheduled and used will be presented for discrete time periods such as hourly or 15-minute intervals.

Slamming: the act of changing the Customer's chosen AES, or changing the Customer from Full Requirements Service to Generation Service from an AES, without the Customer's consent.

Switch: a Customer move from one provider of Generation Service and transmission service to another.

Switch Date: the date on which the Customer is actually assigned to a new AES for purposes of Energy supply responsibility.

Switch Request: a request by an AES to switch a Customer from the Company or another AES to the requesting AES, for Generation Service.

Switch Response: a response sent by the Company to an AES which submitted a Switch Request that confirms the requested Customer switch as pending and provides certain Customer information or, if the Switch Request is denied, provides a reason or invalidation code explaining why the request was denied.

Transition Charge: a surcharge for the recovery of costs associated with the implementation of Retail Access Service and/or the Company's stranded costs arising from implementation of Retail Access Service.

Transmission System: facilities operated by a Person used for transmitting electric Power to the Distribution Point of Receipt, and subject to the jurisdiction of the Federal Energy Regulatory Commission.

Uniform Data Transaction: specific technical arrangements for trading information, initiating business requests and executing other common transactions. These arrangements may encompass a number of electronic media and use specified transport protocols.

(Continued on Sheet No. E-4.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-3.00)**

**2.0 CUSTOMER SECTION**

**2.1 Availability**

Retail Access Service is available on and after January 1, 2002 to all existing or new Customers that meet the terms and conditions of this Retail Access Service tariff and other applicable Company tariffs, subject to contracting with an AES. The Company will begin to accept and process Switch Requests on and after January 1, 2002.

**2.2 Eligibility**

A Customer's eligibility to take Retail Access Service is subject to the full satisfaction of any terms or conditions imposed by pre-existing contracts with or tariffs of the Company. Customers must have satisfied any past due amounts for Regulated Electric Service owed to the Company under any other arrangements or provisions for Regulated Electric Service before taking service under this tariff.

**2.3 Customer Information**

An AES must obtain written authorization from the Customer before the Company will provide an AES with a Customer's currently available usage and billing information. Customers will be provided their own usage and billing information upon request. No fee shall be charged for the first request per calendar year related to a specific Customer account. Subsequent requests will require a fee of \$15.00/account (WEPCo Rate Zone) or \$20/account (WPSC Rate Zone) that will be billed to the Customer.

**2.4 Customer Enrollment and Switching**

2.4.1 A Customer will specify only one AES at any given time for the supply of Power to each Customer account or Customer Location.

2.4.2 The AES shall submit to the Company a Switch Request via a Uniform Data Transaction after a required 10-day customer rescission period. The Company's processing will not start until the legal rescission period is over.

2.4.3 The Company will process one (1) valid Switch Request per Customer per meter reading cycle. Where multiple Switch Requests for the same Customer are received during the same meter reading cycle, the Company will process the first valid switch request received during a meter read cycle. A Switch Response for each rejected Switch Request will be sent to the appropriate AES via a Uniform Data Transaction within three (3) business days.

2.4.4 The Company will normally validate a Switch Request within three (3) business days of the receipt of the Switch Request and will transmit a Switch Response to the AES. As part of the validation process, the Company shall notify the Customer in writing that a Switch Request has been received and is being processed. For valid Switch Requests, the Company will at the same time send to the AES currently serving the Customer, via the appropriate Uniform Data Transaction, notice that the AES's service is to be terminated, including the scheduled Customer Switch Date. In the event that the Customer or the new AES cancels the Switch before the Switch Date, the Company will send to the current AES, via appropriate Uniform Data Transaction, notice reinstating the current AES's service unless the current AES has submitted a valid Drop Request.

2.4.5 Customers shall be permitted to change AESs. Customers will be assessed a fee of \$15.00 (WEPCo Rate Zone) or \$5 (WPSC Rate Zone) processing charge per Customer account for each change beyond one (1) within a calendar year. The change will be submitted to the Company by the Customer's newly chosen AES as a Switch Request.

2.4.6 Other than in situations where Customers require new meter installations as part of a Switch, the Switch Date shall be effective on the next scheduled meter read date that is not less than eight (8) business days after a Switch Request has been validated by the Company. The AES change shall occur at midnight (00:00) local time at the beginning of the effective date.

(Continued on Sheet No. E-5.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-4.00)**

**2.4 Customer Enrollment and Switching (Continued)**

- 2.4.7 For Customers required to have Interval Demand Meters, Retail Access Service will be subject to the Company installing an Interval Demand Meter at the Customer's expense and at the service location(s) designated for Retail Access Service. If the Customer is not required to have an Interval Data Meter, Retail Access Service is contingent upon the Customer agreeing to be subject to the load profiling method used by the Company to determine the Customer's interval load data or having the Company install an Interval Demand Meter at the Customer's expense.

**2.5 Metering and Load Profiling**

- 2.5.1 Metering equipment for Customers taking Retail Access Service shall be furnished, installed, read, maintained and owned by the Company. Customer accounts with a threshold of 30,000 kWh in 3 consecutive months or more (WEPCo Rate Zone) or 25 kw or more (WPSC Rate Zone) that receive service under Retail Access Service shall be required to have an Interval Demand Meter and time and material costs to install the Interval Demand Meter will be assessed to the Customers unless the charges are otherwise stated in the applicable distribution service tariff.

The Company reserves the right to require the installation of an Interval Demand Meter for a Customer not meeting the criteria in Section 2.5.1 of this tariff at the Company's expense, for the purpose of determining the Customer's hourly load for settlement. The Customer will not be subject to a fee for this service unless the growth in the Customer's load reaches or surpasses the criteria in Section 2.5.1 of this tariff.

- 2.5.2 For Customers required or who elect to have an Interval Demand Meter, the Company may require that the meter be read via telephone. In such cases, Customers may be required to provide telephone connection for purposes of meter interrogation by the Company. The Customer shall be responsible for all costs of the telephone connection.

If a Customer is not able to allow sharing of a telephone connection, the Customer may be required to obtain a separate telephone connection for such purposes and Customer shall pay all charges therewith. The Customer is responsible for assuring the performance of the telephone connection.

- 2.5.3 In cases where a telephone connection used by the Company for meter interrogation is out of service, the Company may retrieve the data manually for a nominal monthly fee of \$15.00 (WEPCo Rate Zone) or \$28 (WPSC Rate Zone) payable by the Customer. In the event that the telephone connection is out for three consecutive billing months, the Customer's Retail Access Service may be terminated and the Customer will be returned to service under the Company's Full Requirements Service tariffs subject to the provisions of Section 2.6, unless said outage is due to non-performance by the telecommunication service provider.

- 2.5.4 For Customers not required to have an Interval Demand Meter installed, i.e., subject to Load Profiling per section 2.5.7, when monthly metered Energy data is not available due to metering errors, malfunctions, or otherwise, the usage will be estimated by the Company using the procedure approved by the Commission under applicable rules and practices.

- 2.5.5 For Customers with Interval Demand Meters installed, i.e., not subject to Load Profiling requirements, where monthly metered Energy data is not available due to metering errors, malfunctions, or otherwise, the billing quantities will be estimated by the Company using the available historical data and other relevant information for the Customer.

(Continued on Sheet No. E-6.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-5.00)**

**2.5 Metering and Load Profiling (Contd)**

- 2.5.6 Customers who choose Retail Access Service and who have Interval Demand Meters will have their Energy consumption and Demand for settlement purposes based on the data from the Interval Demand Meters. This method to calculate Energy consumption and Demand does not apply to those Customers who have an Interval Demand Meter installed by the Company solely for load research purposes.
- 2.5.7 Customers who choose Retail Access Service but do not meet the criteria in Section 2.5.1 of this tariff, will have, unless the Company has exercised its right to require an Interval Demand Meter under Section 2.5.1, the option to use a calculated Load Profile to estimate Energy consumption patterns. If a Customer chooses to install an Interval Demand Meter, that Customer will be assessed time and material costs to install the Interval Demand Meter unless charges are otherwise stated in the applicable distribution service tariff.
- 2.5.7.1 The Company will determine the Load Profiles utilizing the system residual method. The Company reserves the right to modify or change the Load Profiling method after proper review and consideration by the Commission.
- 2.5.7.2 The system residual Load is calculated for each one (1) hour interval as the difference between the total measured or estimated system Load and the sum of the Interval Demand Metered Loads including losses and the deemed Loads including losses.
- 2.5.7.3 The Company may apply a deemed profile to some Loads with simple predictable use patterns, such as street lighting or irrigation. Deemed profiles are calculated by assuming on- and off-times each day and assuming constant Load when on.

**2.6 Return to Full Requirements Service**

- 2.6.1 The AES shall transmit a Customer Drop Request to the Company via a Uniform Data transaction when the Customer requests return to Full Requirements Service or when AES service is not being continued for any reason. The AES shall inform the Customer of the Drop Request in writing.
- 2.6.2 The Company will normally validate a Drop Request within three (3) business days of the receipt of the Drop Request and will transmit a Drop Response to the AES. As part of the validation process the Company will notify the Customer in writing that a Drop Request has been received and is being processed.
- 2.6.3 The actual switch of the Customer from AES service to Full Requirements Service shall be effective on the next scheduled meter read date that is not less than eight (8) business days after the Drop Request has been validated by the Company. The return to Full Requirements Service (or Default Service for Customers meeting criteria of 2.6.5) shall occur at midnight (00:00) local time at the beginning of the effective date.
- 2.6.4 All customers whose total load is less than 4 MW Maximum Demand shall return to Full Requirements Service on the same terms as any new customer applying for Full Requirements Service. Any such Customers returning to Full Requirements Service shall be ineligible to switch to an AES for a period of twelve (12) months thereafter.
- 2.6.5 Customers whose total load is greater than or equal to 4 Mw Maximum Demand (“large load Customers” as used herein) shall return to the Company’s Default Service tariff initially and will not be eligible for Full Requirements Service until after a notice period, not to exceed 12 months, to allow the Company to secure incremental generating capacity to serve the returning large load Customer without adversely impacting Customers who have chosen to remain with the Company. The Company will return the large load Customer to Full Requirements Service from Default Service no later than 12 months after the Customer has returned to utility service. Customers may switch to another AES at any point during the period that they are on Default Service.

(Continued on Sheet No. E-7.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-6.00)**

**2.6 Return to Full Requirements Service (Continued)**

- 2.6.6 In the event that a Customer is slammed by an AES from Full Requirements Service and desires to return to Full Requirements Service, the Company will waive the notice period not to exceed twelve months. The Company's Default Service does not apply to such Customers.
- 2.6.7 In the event a Customer is returned to Company service after being dropped by the AES or due to the bankruptcy of the AES, or upon the AES's complete withdrawal from the market, the Customer will be served under the Company's Default Service tariff. The Customer may return to Full Requirements Service under the provisions of 2.6.1 to 2.6.3 above.

**2.7 Billing and Payment**

- 2.7.1 The Company will bill the Customer for Retail Access Service as outlined in section 3.3 of this tariff.
- 2.7.2 The Customer shall pay the Company the amount billed by the Company on or before a due date established by Customer billing rules approved by the Commission in accordance with the Commission's **Consumer Standards and Billing Practices for Electric and Natural Gas Service**, R 460.101-460.169, as amended.
- 2.7.3 Where incorrect billing results from a calculation error discovered by either the Company, the AES or the Customer, the error will be corrected and revised bills for the Customer and the AES will be calculated and settled on the next billing period after the error is discovered. Billing errors discovered by the Company shall be adjusted as provided for in the residential and commercial and industrial billing rules.

**2.8 Disconnection of Service**

- 2.8.1 The Company is the only Person allowed to physically shut off service to a Customer.
- 2.8.2 Disconnection of service to a Customer for nonpayment of the Company's bill or for any violation of the Company's tariffs shall be in accordance with applicable Commission rules and Company tariffs. The Company will provide notice to the AES of the date/time of actual disconnection. The Company shall not be liable for any losses to the AES due to disconnection.

**2.9 Customer Protections**

- 2.9.1 The maximum early termination fee for residential contracts of one year or less shall not exceed \$50. The maximum early termination fee for residential contracts of longer than one year shall not exceed \$100.
- 2.9.2 It is the 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. For each customer, an AES must be able to demonstrate that a customer has made a knowing selection of the AES by at least one of the following verification records:
- i. An original signature from the customer account holder or Legally Authorized Person
  - ii. Independent third party verification with an audio recording of the entire verification call
  - iii. An e-mail address if signed up through the Internet.

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

(Continued on Sheet No. E-8.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-7.00)**

**2.9 Customer Protections (Continued)**

- 2.9.3 An AES must distribute a confirmation letter to residential customers by U.S. mail. The confirmation letter must be postmarked within seven (7) days of the customer or Legally Authorized Person signing a contract with the AES. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, the fixed or variable rate charged, the unconditional cancellation period, any early termination fee, the AES's phone number, the Commission's toll-free number and Company's emergency contact information.
- 2.9.4 An AES must allow the Staff of the Commission an opportunity to review and comment on its residential contract(s) and residential marketing material at least five business days before the AES intends to use these contract(s) and marketing material in the marketplace.
- 2.9.5 The Company shall provide Residential Customers with pending enrollments with an AES, a 14-day notice period (beginning with the day the Company receives the enrollment from the AES) in which the Residential Customers may cancel the enrollment before the switch is executed. If the Residential Customer challenges the enrollment and the switch transaction is cancelled, the affected AES(s) are notified. The enrolling AES cannot reverse the Residential Customers cancellation.

**3.0 ALTERNATIVE ELECTRIC SUPPLIER SECTION**

**3.1 Availability**

The Company will not process any switch Request from an AES unless and until:

- 3.1.1 The AES has been granted a license as an electric Power provider by the Commission.
- 3.1.2 The AES has demonstrated creditworthiness as described in Section 3.5.
- 3.1.3 AES has complied with all applicable statutory and administrative requirements.
- 3.1.4 The AES has demonstrated Uniform Data Transaction capability, which meets the Company's defined standards and protocols.
- 3.1.5 The AES has executed a Retail Access Service agreement (which may include, but is not limited to, a portfolio of Customers, negotiated services, etc.) with the Company and complied with the Company's Customer enrollment requirements to prevent Slamming of Customers.
- 3.1.6 The AES has obtained a valid agreement from the Customer, indicating that the Customer has chosen to Switch to the AES for Generation Service.
- 3.1.7 The AES has executed agreements with the appropriate transmission provider(s), control area(s) and ancillary services provider(s) as applicable.

**3.2 Switch Requests**

Service availability shall be on and after January 1, 2002 for all eligible Customers. All Switch Requests will be handled in accordance with Section 2.4 of this tariff, and will be accepted for processing by the Company on or after January 1, 2002.

(Continued on Sheet No. E-9.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-8.00)**

**3.3 Billing**

- 3.3.1 Unless otherwise agreed, the Company and the AES will separately bill the Customer for the respective services provided by each. The Customer will receive two separate bills and is responsible for making payments to the Company for service provided in accordance with requirements of the Company as set forth in the applicable billing rules and Commission approved tariffs.
- 3.3.2 The Company may elect to offer a service where it bills the Customer for services that the Company provides as well as the services provided by an AES. When the Company bills for charges on behalf of an AES, the following conditions will apply:
- A. The Company and the AES must have entered into a billing agreement, which specifies the terms, conditions and charges under which such billing will occur.
  - B. Discrepancies in charges collected and remitted will be corrected and reflected in the subsequent billing cycles.
  - C. Payments received from or on behalf of a Customer shall be applied in the following order:
    - 1. To the Company's past due and current distribution and distribution related charges,
    - 2. To the AES's past due and current Generation Service and transmission supply charges,
    - 3. To the Company's other charges, and
    - 4. To the AES's other charges.
  - D. Optional Services (i.e., billing and remittance processing, credit and collections, meter read information, Customer information, etc.) may be provided by the Company pursuant to terms negotiated with the AES, and shall be offered on a non-discriminatory basis.
  - E. Amounts owed to the Company by an AES may be deducted from the AES's Customer payments received by the Company prior to remittance to the AES.
  - F. The Company will not pursue collections action for any AES.
- 3.3.3 Unless otherwise specified by the Company, all payments made to the Company by the AES will be made by electronic funds transfer to the Company's account.

**3.4 Terms and Conditions of Service**

- 3.4.1 The AES is responsible for providing Power to be transmitted by the appropriate transmission provider(s) to the Company's Distribution Point of Receipt. The AES shall meet all obligations necessary to schedule Power to match the Customer's Load, subject to energy imbalance charges and penalties in accordance with the terms of the OATT of the transmission provider(s). The AES shall comply with all applicable requirements of NERC and any regional reliability council or their successor organization(s) associated with the AES's deliveries to the Company's facilities and will meet all applicable requirements according to the transmission provider(s)' OATT.
- 3.4.2 An AES must obtain and maintain a minimum aggregate load of 1,000 kW of Maximum Demand of Customers in Company's service territory to provide Retail Access Service to Customers.
- 3.4.3 Retail Access Service may not commence until metering has been installed as specified in this Tariff as outlined in section 2.5.
- 3.4.4 The AES will provide the Company daily energy schedules for all services including losses associated with use of the Distribution System. The AES will provide verification that it has arranged for and scheduled transmission service to deliver Energy and that the energy schedule has been approved by the transmission provider(s), and that the AES has covered energy losses on the Transmission System(s).

(Continued on Sheet No. E-10.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-9.00)**

**3.4 Terms and Conditions of Service (Continued)**

- 3.4.5 The AES will pay the Company for all applicable ancillary services, emergency energy services and backup services provided by the Company to the AES for the AES's Customer(s) from the service commencement date to the service termination date under applicable tariffs.
- 3.4.6 The Company shall bill the AES for all associated switching fees incurred as a result of Slamming by the AES plus the actual administrative cost incurred for switching a Slammed Customer from one rate service to another.
- 3.4.7 An AES shall not resell Customer account information or transfer it to other parties for any purpose.

**3.5 Creditworthiness**

- 3.5.1 Except as otherwise provided in Sections 3.5.2 and 3.5.3 below, an AES must provide security for performance of its obligations to the Company in the form of cash deposit, surety bond, letter of credit, acceptable affiliate guarantee or a combination of these methods. The total amount of the security shall be equal to one third of the estimated total annual amount to be billed under this tariff by Company to the AES, to be revised as needed to account for AES customer additions during the year. The Company shall be a named beneficiary of any bond or letter of credit, and providers of such instruments shall have an acceptable credit rating. Interest earned on security deposits held by the Company shall be payable to the AES and deposits shall be returned when no longer required. Absent previous interactions between the AES and the Company, or where the business interactions span a time period of less than two (2) years, the AES shall provide to Company a historical record of up to two (2) years, documenting prompt and timely payment for all charges previously incurred with other business entities involved in the delivery of Power to customers whether in Michigan or another jurisdiction, if available. The AES shall provide copies of its financial statements and credit bureau rating(s) to Company on request.
- 3.5.2 The security deposit under Subsection 3.5.1 shall no longer be required after the AES has made timely payments of all amounts due under this tariff and has not otherwise defaulted on any obligations to Company for a period of twenty four (24) consecutive months. If the AES fails to make a timely payment or otherwise defaults on its obligations to Company following removal of the security deposit requirement under this subsection, then the security deposit obligation under Subsection 3.5.1 applies and continues in the same manner as provided above for an AES with no established payment and compliance history.
- 3.5.3 In order to avoid duplication of effort, if the Company has another electric tariff approved by the Commission or FERC that includes creditworthiness standards applicable to AESs, the AES may demonstrate and maintain creditworthiness under those standards.
- 3.5.4 The AES will notify the Company immediately of any material adverse change in the AES's financial condition that prevents the AES from meeting the creditworthiness conditions of this tariff.

(Continued on Sheet No. E-11.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-10.00)**

**3.6 Real Power (Distribution) Losses**

The AES is responsible for replacing losses associated with the delivery of Power to the Customer's meter. The amount of Power to be delivered by the AES to the Company's Distribution System will be the amount of power to be delivered at the Customer meter plus an amount to reflect the Distribution System loss factors as set forth below:

<u>Rate Area</u>	<u>Schedule</u>	<u>Distribution Loss Factor</u>
1	Rg1	6.343%
1	Cg1, Cg3, TssM, TssU	5.529%
1	Cp1 and Cp4 Low & Med Voltage	2.031%
1	Cp1 and Cp4 High Voltage	0.0%
1	Schedule A	0.0%
1	White Pine Spec Contract	0.0%
2	Primary	1.27%
2	Secondary	4.29%

**3.7 Settlement**

- 3.7.1 The Company may produce a periodic preliminary Settlement Statement for the transmission service provider or control area operator, as appropriate, and each AES operating in the Company's distribution service territory. Periodic preliminary Settlement Statements may be issued every one (1) to seven (7) days.
- 3.7.2 The Company shall produce a final monthly Settlement Statement for the transmission service provider or control area operator, as appropriate, and each AES operating in the Company's distribution service territory.
- 3.7.3 Final monthly Settlement Statements will be issued fifteen (15) calendar days following the completion of all scheduled meter reads for each billing cycle that begins in the calendar month of the settlement. In the event the fifteenth (15th) calendar day falls on a weekend or holiday, the final monthly Settlement Statement will be issued on the following business day.
- 3.7.4 The periodic and final monthly Settlement Statements may be issued in paper format or electronically.
- 3.7.5 The transmission service provider, control area operator, or Company, as appropriate, shall prepare a monthly Settlement Invoice for each AES operating in the Company's distribution service territory based on items listed in the final monthly Settlement Statement and other services that may be provided by the transmission service provider, control area operator, or the Company.
- 3.7.6 Payment process for the Settlement Invoice shall be comprised of the following two-step process.
- A. All Settlement Invoices with net funds owed by the AES are paid to the transmission service provider, control area operator, or the Company, as appropriate, by 1000 Central Prevailing Time (CPT) on the payment date, and
- B. All Settlement Invoices with net funds owed to an AES shall be paid by 1400 CPT on the payment date.
- 3.7.7 In the event the AES does not remit full payment for the monthly Settlement Invoice, the transmission service provider, control area operator, or the Company, as appropriate, will initiate the following procedure:
- 3.7.7.1 The transmission service provider, control area operator, or the Company, as appropriate, will draw on any available line of credit or security posted by the AES to cover payment shortages.

(Continued on Sheet No. E-12.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-11.00)**

**3.7 Settlement (Continued)**

3.7.7.2 The transmission service provider, control area operator or the Company, as appropriate, may cease scheduling additional energy deliveries for the AES and petition the Commission to de-certify the AES if, after executing any available line of credit or security posted, there is still insufficient funds available to pay in full the monthly Settlement Invoice.

3.7.8 Disputes between the transmission service provider, the control area operator, or the Company, where appropriate, and the AES regarding the final monthly Settlement Statement or the Settlement Invoice shall be resolved utilizing the procedure outlined in section 4.0 of this document.

A revised final monthly Settlement Statement and/or a revised Settlement Invoice will be issued when disputes are resolved or when data errors are corrected that result in a two (2) percent change or greater from the initial final Settlement Statement or initial Settlement Invoice. Resolved disputes or data errors that result in a change to the final monthly Settlement Statement or Settlement Invoice of less than two (2) percent shall be addressed in the next monthly Settlement Statement.

**3.8 Customer Protections**

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

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

- i. An original signature from the customer account holder or Legally Authorized Person
- ii. Independent third party verification with an audio recording of the entire verification call
- iii. An e-mail address if signed up through the Internet.

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

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

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

(Continued on Sheet No. E-13.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-12.00)**

3.8 Customer Protections (Continued)

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

4.0 DISPUTE RESOLUTION

- 4.1 The Company shall have no duty or obligation to resolve any complaints or disputes between AESs and their Customers.
- 4.2 In the event the Customer or AES has a dispute over the implementation service provided under the transmission service provider's OATT, the dispute shall be resolved using the dispute resolution procedures as described in the appropriate transmission service provider's OATT section.
- 4.3 In the event a dispute arises between an AES and the Company regarding the Company's Retail Access Service, then the party seeking resolution shall provide the other party with a statement of the dispute and the proposed resolution, delivered to the designated contact person. Upon receipt of a statement of dispute, the Company and/or AES shall attempt to resolve the dispute according to the following process:
- 4.3.1 The party receiving the statement will investigate the dispute and attempt to resolve the dispute informally in a manner that is satisfactory to both parties within 5 business days of initial receipt of the statement.
- 4.3.2 If the dispute is not resolved in five business days, the parties shall attempt to resolve the dispute by promptly appointing a senior representative of each party to attempt to mutually agree upon a resolution. The two senior representatives shall meet within ten (10) business days. If the two senior representatives cannot reach a resolution within a 30-day period, either party may then request arbitration or pursue other means of dispute resolution.
- 4.3.3 The dispute, if mutually agreed by the parties, may be submitted for resolution in accordance with the American Arbitration Association ("AAA") commercial arbitration rules. The judgment rendered by the arbitrator may be enforced in any court having jurisdiction of the subject matter and the parties.
- 4.3.4 The arbitrator may be determined by AAA.
- 4.3.5 The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the parties, except as otherwise provided by law. Any award shall specify the manner and extent of the division of the costs between the parties.
- 4.3.6 Nothing in this section shall restrict the rights of any party to seek resolution of the dispute with the appropriate regulatory agency with jurisdiction.

(Continued on Sheet No. E-14.00)

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**RETAIL ACCESS SERVICE RAS-1**  
**(Continued from Sheet No. E-13.00)**

**5.0 LIABILITY**

- 5.1 In no event will the Company, its affiliates, or its suppliers be liable under any cause of action relating to the subject matter of this tariff, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or claims of AES or Customers.
- 5.2 The Company will not be liable to an AES or Customer for damages caused by interruption of service, voltage or frequency variations, single-phase supply to three-phase lines, reversal of phase rotation, or carrier-current frequencies imposed by the Company for system operations or equipment control except such as result from the failure of the Company to exercise reasonable care and skill in furnishing the service.
- 5.3 In no event will the Company be liable to the AES or Customer for loss of revenue or other losses due to meter or calculation errors or malfunctions. The Company's sole obligation and the AES and Customer's sole remedy will be for the Company to repair or replace the meter and prepare revised bills as described above.

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**SECTION F**  
**STANDARD CUSTOMER FORMS INDEX**

**WEPCO RATE ZONE**

The Standard Forms are not included at this time. The link will be added as new forms are adopted by the Company.

**WPSC RATE ZONE**

The Standard Forms are not included at this time. The link will be added as new forms are adopted by the Company.

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