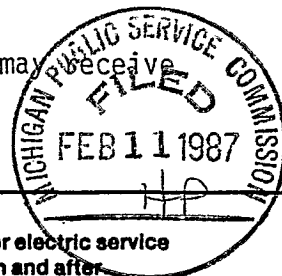


DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS

When used in Rates and Standard Rules and Regulations, the following terms shall have the meanings defined below:

- A. Applicant - any person, firm or corporation applying for electric service from the Company at one location.
- B. Company - Upper Peninsula Power Company acting through its duly authorized officers or employees within the scope of their respective duties.
- C. Connected Load - sum of the ratings of the electric power consuming apparatus connected to the installation or system, or part of either, under consideration.
- D. Customer - any person, firm or corporation purchasing electric service from the Company under these Rules and Regulations at one location.
- E. Demand - the load at the terminals of an installation or system averaged over a specified period of time. Demand is expressed in kilowatts, kilovolt-amperes, or other suitable units.
- F. Energy - current consumed, expressed in kilowatt-hours.
- G. Estimated Billing - a bill rendered by the Company for energy use which is not calculated or computed by employing an actual reading of a meter or other measuring device.
- H. Hp or Horsepower - the nameplate rating of motors or its equivalent in other apparatus. For conversion purposes, one horsepower shall be considered as equivalent to .7457 kilowatt.
- I. Kw or Kilowatt - one thousand (1,000) watts.
- J. Kwh or Kilowatt-hour - one thousand (1,000) watt-hours.
- K. Mo. or Month - the period between any two (2) regular billing periods of approximately thirty (30) day intervals.
- L. Power Factor - ratio of kilowatts to kilovolt-amperes.
- M. Service Line - all wiring between the Company's main line or substation transformer terminals and the point of connection to Customer's service entrance.
- N. Single Service - one set of facilities over which Customer may receive electric power.



Issued January 12, 1987 by

E. Argentati
President
Houghton, Michigan

Issued under authority of the
Michigan Public Service Commission

Dated December 17, 1986

In Case no. U-8518

Effective for electric service
rendered on and after

December 18, 1986

MCEC - Michigan Customer Education Charge

D

Cancelled

Issued: 9-1-03
By J F Schott
Ass't VP Regulatory Affairs
Green Bay, Wisconsin

MICHIGAN PUBLIC SERVICE COMMISSION	
NOV 6 2003	
FILED	JKB

Effective for Service
On and After: 4-17-03
Issued Under Auth. of
Mich Public Serv Comm
Dated: 4-17-03
In Case No: U-12133

RATE "A-1" - RESIDENTIAL SERVICE - URBAN AND RURAL

WHO MAY TAKE SERVICE:

Any customer in a single family dwelling or a duplex for residential and farm purposes. This rate is also available to certain multiple dwellings in accordance with the standard rules. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120/240 volts.

RATE: DISTRIBUTION SERVICE

Service Charge:
\$ 8.00/Mo. for Year-Round
\$16.00/Mo. for Seasonal

R
N

Energy Charge:
\$0.06074 per kWh for all kWh

R

POWER SUPPLY SERVICE (Optional)

Energy Charge:
\$0.07120 per kWh for all kWh

R

MINIMUM CHARGE:

The service charge included in the rate.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

TERMS OF PAYMENT:

Bills are due in 17 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.



N

Continued on Sheet No. 11.1

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Green Bay, Wisconsin

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In Case No: U-14745

RATE "A-1" - RESIDENTIAL SERVICE - URBAN AND RURAL

N

Continued from Sheet No. 11.0

CONTRACT: None required

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

N

SEASONAL BILLING:

N

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.

N

N

N

N

Service may remain connected during the off-season, and incidental use during such period may be included with the first billing of the following season, however, the Company may issue bills for electric service to seasonal electric customers during the off-season period if the customer's electric usage since the last issued bill exceeds 500 kWh of electric energy. This option is available starting in May 2007.

N

N

N

N

N

N



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VP Regulatory Affairs
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Dated 6-27-06
In Case No: U-14745

RATE "AH-1" - RESIDENTIAL ELECTRIC HEATING SERVICE - URBAN AND RURAL

WHO MAY TAKE SERVICE:

Any customer in a single family dwelling or a duplex for residential and farm purposes, provided the major electric space heating facilities are permanently installed and are the primary source of space heating. This rate is also available to certain multiple dwellings in accordance with the standard rules. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120/240 volts.

RATE: DISTRIBUTION SERVICE

Service Charge:

R \$8.00 per customer per month plus,

Energy Charge:

R For billing months of June through September

\$0.06074 per kWh for all kWh

For billing months of October through May

R \$0.06074 per kWh for the first 500 kWh

R \$0.04137 per kWh for the excess

POWER SUPPLY SERVICE (Optional)

Energy Charge:

R For billing months of June through September

\$0.07120 per kWh for all kWh

For billing months of October through May

R \$0.07120 per kWh for the first 500 kWh

R \$0.06525 per kWh for the excess

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

MINIMUM CHARGE:

The service charge included in the rate.

TERMS OF PAYMENT:

Bills are due in 17 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

Michigan Public Service
Commission

July 28, 2006

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N Continued on Sheet 12.1

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Dated 6-27-06
In Case No: U-14745

R
N

RATE "AH-1" RESIDENTIAL ELECTRIC HEATING SERVICE - URBAN AND RURAL
Continued from Sheet 12.0
CONTRACT: None required.
RULES APPLYING: (1) Service is governed by the Company's Standard Rules and Regulations. (2) Separately metered water heating on a separate circuit is available under rate "A-1".
<div data-bbox="646 1528 977 1722" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"><p style="text-align: center; margin: 0;">Michigan Public Service Commission</p><div style="border: 1px solid black; padding: 2px; text-align: center; margin: 5px auto;"><p style="margin: 0;">July 28, 2006</p></div><p style="text-align: center; margin: 0;">Filed <u> PJ </u></p></div>

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Green Bay, Wisconsin

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Issued Under Auth. of
Mich Public Serv Comm
Dated 6-27-06
In Case No: U-14745

RATE "C-1" - GENERAL SERVICE

WHO MAY TAKE SERVICE:

Any customer for commercial or industrial purpose with a billing demand of 25 kW or less. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Single or three-phase, alternating current, 60 hertz at standard available voltages.

RATE: DISTRIBUTION SERVICE:

Service Charge:

\$12.00 per customer per month plus,

Energy Charge:

\$0.04640 per kWh for all kWh

POWER SUPPLY SERVICE (Optional)

Energy Charge

\$0.09874 per kWh for all kWh

MINIMUM CHARGE:

The service charge included in the rate.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

CONTRACT:

None required.

RULES APPLYING:

- (1) Service is governed by the Company's Standard Rules and Regulations.
- (2) Conjunctional billing will not be permitted in cases where the customer is presently being served lighting and power loads through separate meters. In these instances, whenever the customer at his expense will arrange his wiring to receive energy through one single metered service, then this rate shall apply to his entire requirements.

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July 28, 2006

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Dated 6-27-06
In Case No: U-14745

RATE "C-1" - GENERAL SERVICE (Cont'd.)

D

Cancelled

Issued: 4-30-05
By J F Schott
VP - Regulatory Affairs
Green Bay, Wisconsin

Michigan Public Service
Commission
August 26, 2005
Filed J.K.B.

Effective for Service
On and After: 6-27-05
Issued Under Auth. of
Mich Public Serv Comm
Dated 3-29-05
In Case No: U-14346

RATE "H-1" - COMMERCIAL ELECTRIC HEATING SERVICE

WHO MAY TAKE SERVICE:

Any customer for commercial purposes provided that their electric space heating facilities are permanently installed and are the primary source of space heating. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Single or three-phase, alternating current, 60 hertz, nominally at 120/240 volts.

RATE: DISTRIBUTION SERVICE

Service Charge:

\$12.00 per customer per month plus,

Energy Charge:

For billing months of June through September

\$0.04640 per kWh for all kWh

For billing months of October through May

\$0.04640 per kWh for first 1000 kWh

\$0.02481 per kWh for the excess

POWER SUPPLY SERVICE (Optional)

Energy Charge:

For billing months of June through September

\$0.09874 per kWh for all kWh

For billing months of October through May

\$0.09874 per kWh for first 1000 kWh

\$0.08061 per kWh for the excess

MINIMUM CHARGE:

The service charge included in the rate.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

CONTRACT:

None required.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

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VP Regulatory Affairs
Green Bay, Wisconsin

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Dated 6-27-06
In Case No: U-14745

RATE "P-1" - LIGHT AND POWER SERVICE

WHO MAY TAKE SERVICE:

Any customer for light and power purposes with a billing demand greater than 25 kW but less than 200 kW. To qualify, the customer must maintain a demand greater than 25 kW for three consecutive months and at least once in each succeeding twelve-month period. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Single or three-phase, alternating current, 60 hertz at standard available voltages.

RATE: DISTRIBUTION SERVICE

Capacity charge per kW of billing demand per month \$2.08 per kW

Energy Charge:

\$0.01630 per kWh for the first 200 kWh per kW of billing demand

\$0.01630 per kWh for the excess

POWER SUPPLY SERVICE (Optional)

Capacity charge per kW if billing demand per month \$8.42 per kW

Energy Charge:

\$0.08415 per kWh for the first 200 kWh per kW of billing demand

\$0.04895 per kWh for the excess

MINIMUM CHARGE:

The capacity charge for 25 kW or the contract minimum, whichever is greater.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

POWER FACTOR BILLING ADJUSTMENT:

This rate is subject to the Company's Power Factor Billing Adjustment as shown on Sheet No. 9.12.

Michigan Public Service
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July 28, 2006

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Continued on Sheet No. 15.1

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Green Bay, Wisconsin

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Dated 6-27-06
In Case No: U-14745

RATE "P-1" - LIGHT AND POWER SERVICE

N Continued from Sheet No. 15.0

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the maximum 15-minute demand during the month but not less than 25 kW.

CONTRACT:

One year or more.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

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Dated 6-27-06
In Case No: U-14745

RATE "WP-1D" - LARGE LIGHT AND POWER

WHO MAY TAKE SERVICE:

Any customer for light and power purposes with a billing demand over 200 kW, served at standard available distribution voltages. To qualify, the customer must maintain a demand greater than 200 kW for three consecutive months and at least once in each succeeding twelve-month period. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Three-phase, alternating current, 60 hertz at standard available voltages.

RATE: DISTRIBUTION SERVICE

Service Charge:
\$250.00 per customer per month plus,

Capacity charge per month:

Peak Demand Charge \$1.00 per kW

Energy Charge

On Peak Energy Charge \$0.01231/kWh

Off Peak Energy Charge

\$0.00795/kWh

POWER SUPPLY SERVICE (Optional)

Capacity charge per month:

Peak Demand Charge \$7.50 per kW

Energy Charge

On Peak Energy Charge \$0.07189/kWh

Off Peak Energy Charge

\$0.04644/kWh

On-peak hours shall be between 7:00 a.m. and 11:00 p.m., Monday through Friday excluding holidays.

Off-peak hours shall be all hours between 11:00 p.m. and 7:00 a.m., Monday through Friday and all hours of the day on Saturday, Sunday and legal holidays. Legal holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

MINIMUM CHARGE:

The capacity charge or the contract minimum, whichever is greater.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

Continued on Sheet No. 16.1

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July 28, 2006

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Green Bay, Wisconsin

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Mich Public Serv Comm
Dated 6-27-06
In Case No: U-14745

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RATE "WP-1D" - LARGE LIGHT AND POWER

Continued from Sheet No. 16.0

POWER FACTOR BILLING ADJUSTMENT:

This rate is subject to the Company's Power Factor Billing Adjustment as shown on Sheet No. 9.12.

CONTRACT: One year or more.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the greatest of:

- (1) The maximum 15-minute demand in kW, subject to the off-peak provision.
- (2) 60% of the greatest billing demand of the previous 11 months.
- (3) 200 kW.

OFF-PEAK HOUR PROVISION:

With respect to off-peak hours, billing demand shall be the greater of 33 1/3% of the maximum 15-minute demand in kW created during the off-peak hours or the maximum 15-minute demand in kW created during the on-peak hours; provided that the maximum off-peak demand shall not exceed the installed capability of the substation facility provided to the customer.

SCHEDULE OF OFF-PEAK HOURS:

Off-peak hours shall be all hours between 11:00 p.m. and 7:00 a.m., Monday through Friday and all hours of the day on Saturday, Sunday and legal holidays. Legal holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

EMERGENCY SERVICE:

Any industrial customer with steam generation can obtain, if, as, and when available, emergency energy which is interruptible without notice, a \$.50 per kW plus 110% of out-of-pocket costs. Service conditions, demand levels and any credits will be determined on a customer-by-customer basis. Customers taking service under the RAST service schedule are not eligible for this service.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.



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Green Bay, Wisconsin

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Dated 6-27-06
In Case No: U-14745

RATE "WP-1T" - LARGE LIGHT AND POWER

WHO MAY TAKE SERVICE:

Any customer for light and power purposes with a billing demand over 200 kW, served at Bus Bar, transmission or sub transmission voltages. To qualify, the customer must maintain a demand greater than 200 kW for three consecutive months and at least once in each succeeding twelve-month period. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Three-phase, alternating current, 60 hertz at standard available voltages.

RATE:

DISTRIBUTION SERVICE

Capacity charge per month:

Peak Demand Charge \$2.74 per kW

POWER SUPPLY SERVICE (Optional)

Capacity charge per month:

Peak Demand Charge \$5.66 per kW

Energy Charge

On Peak Energy Charge \$0.08619/kWh

Off Peak Energy Charge \$0.05419/kWh

On-Peak hours shall be between 7:00 a.m. and 11:00 p.m., Monday through Friday excluding holidays.

Off-peak hours shall be all hours between 11:00 p.m. and 7:00 a.m., Monday through Friday and all hours of the day on Saturday, Sunday and legal holidays. Legal holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

MINIMUM CHARGE:

The capacity charge or the contract minimum, whichever is greater.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.



Continued on Sheet No. 16.3

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VP Regulatory Affairs
Green Bay, Wisconsin

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Mich Public Serv Comm
Dated 6-27-06
In Case No: U-14745

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N

RATE "WP-1T" - LARGE LIGHT AND POWER

Continued from Sheet No. 16.2

POWER FACTOR BILLING ADJUSTMENT:

This rate is subject to the Company's Power Factor Billing Adjustment as shown on Sheet No. 9.12.

CONTRACT: One year or more.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the greatest of:

- (1) The maximum 15-minute demand in kW, subject to the off-peak provision.
- (2) 60% of the greatest billing demand of the previous 11 months.
- (3) 200 kW.

OFF-PEAK HOUR PROVISION:

With respect to off-peak hours, billing demand shall be the greater of 33 1/3% of the maximum 15-minute demand in kW created during the off-peak hours or the maximum 15-minute demand in kW created during the on-peak hours; provided that the maximum off-peak demand shall not exceed the installed capability of the substation facility provided to the customer.

SCHEDULE OF OFF-PEAK HOURS:

Off-peak hours shall be all hours between 11:00 p.m. and 7:00 a.m., Monday through Friday and all hours of the day on Saturday, Sunday and legal holidays. Legal holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

EMERGENCY SERVICE:

Any industrial customer with steam generation can obtain, if, as, and when available, emergency energy which is interruptible without notice, a \$.50 per kW plus 110% of out-of-pocket costs. Service conditions, demand levels and any credits will be determined on a customer-by-customer basis. Customers taking service under the RAST service schedule are not eligible for this service.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.



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By J F Schott
VP Regulatory Affairs
Green Bay, Wisconsin

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Dated 6-27-06
In Case No: U-14745

Special Contract in Case U-9270 with M.E. International (NAEF Facility) has been terminated by cancellation notice from M.E. International effective September 22, 1993.

Issued December 1, 1993 by

C. Fisher
President
Houghton, Michigan



Effective: For services rendered
on and after January 1, 1994

Issued under authority of the
Michigan Public Service Commission

Dated May 11, 1993

In Case No. U-10094

SCHEDULE A

WHO MAY TAKE SERVICE:

Any paper mill with at least 15,000 kW of coal-fired steam generation. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Three-phase, alternating current, 60 hertz at standard available voltages.

RATES: DISTRIBUTION SERVICE

R Firm Demand Charge per month:
R \$2.10 per KW
R Interruptible Demand Charge per month:
R \$2.10 per kW

POWER SUPPLY SERVICE (Optional)

R Firm Demand Charge per month:
R \$8.90 per KW
R Interruptible Demand Charge per month:
R \$1.40 per kW

D
R On-Peak Energy \$0.06714 per kWh
R Off-Peak Energy \$0.04215 per kWh

On-Peak hours shall be between 7:00 a.m. and 11:00 p.m., Monday through Friday excluding holidays.

Off-peak hours shall be all hours between 11:00 p.m. and 7:00 a.m., Monday through Friday and all hours of the day on Saturday, Sunday and legal holidays. Legal holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

MINIMUM CHARGE:

The total of the contract demands at the applicable rates plus any energy rate.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.0.



R Continued on Sheet No. 16.5.1

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VP - Regulatory Affairs
Green Bay, Wisconsin

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In Case No: U-14745

R

SCHEDULE A

Continued from Sheet No. 16.5

POWER FACTOR BILLING ADJUSTMENT:

This rate is subject to the Company's Power Factor Billing Adjustment as shown on Sheet No. 9.12.

CONTRACT:

One year or more.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the greatest of:

- (1) The maximum 15-minute demand in KW
The calculation of firm demand for billing purposes shall be the maximum metered demand in kW, less the interruptible contracted demand, less any emergency energy being used at the time of the metered peak.
- (2) Total of the contract firm demands and the contract interruptible demands.

EMERGENCY ENERGY PROVISION:

Emergency energy is defined as electric energy furnished to Customer upon call to assist in maintaining electric service in the event of a breakdown of facilities or other occurrence which may make necessary the call for such power in order to help maintain adequate electric service on Customer's system. Emergency power is on and if, as, and when available basis and is interruptible without notice.

Rates are \$.50 per kW per month as a standby charge plus 110% of the out-of-pocket cost for energy. Customer will receive a credit against its demand charge for firm service equal to \$.50 per kW of contracted standby charge.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

INTERRUPTIBLE OPTION:

See Schedule CP-I Sheet No. 18.00 for interruptible service.

R

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Issued: 6-27-06
By J F Schott
VP - Regulatory Affairs
Green Bay, Wisconsin

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In Case No: U-14745

*These sheets have been cancelled and
are reserved for future use.*

Michigan Public Service
Commission

July 28, 2006

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Green Bay, Wisconsin

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Dated 6-27-06
In Case No: U-14745

RATE "WP-3"

WHO MAY TAKE SERVICE:

Any customer for light and power purposes with a billing demand over 5,000 kW with a minimum of 500 kW of on-site generation, served at Transmission or Sub Transmission available voltages. To qualify, the customer must maintain a demand greater than 5,000 kW for three consecutive months in any twelve-month period. Once qualified for this rate schedule, Customer must attain a demand in excess of 5,000 kW once in each succeeding twelve-month period to remain eligible for this rate schedule. A minimum of 1,000 kW of interruptible load is required for interruptible service. Company retains the right to limit Interruptible loads to 8 Mw in total under this rate schedule.

Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Three-phase, alternating current, 60 hertz at standard available voltages.

RATE:

DISTRIBUTION SERVICE

R	Firm Demand Charge	\$2.30 per kW
R	Interruptible Demand Charge	\$2.30 per kW

POWER SUPPLY SERVICE (Optional)

R	Firm Demand Charge	\$8.70 per kW
R	Interruptible Demand Charge	\$1.20 per kW
R	On Peak Energy Charge	\$0.06762/kWh
R	Off Peak Energy Charge	\$0.04471/kWh

MINIMUM CHARGE:

The capacity charge or the contract minimum, whichever is greater.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

POWER FACTOR BILLING ADJUSTMENT:

This rate is subject to the Company's Power Factor Billing Adjustment as shown on Sheet No. 9.12.

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N Continued on Sheet No. 16.10

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R

RATE "WP-3"

N

Continued from Sheet No. 16.9

CONTRACT: One year or more.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the greatest of:

- (1) The maximum 15-minute demand in kW, subject to the off-peak provision.
- (2) 60% of the greatest billing demand of the previous 11 months.
- (3) 200 kW.

OFF-PEAK HOUR PROVISION:

With respect to off-peak hours, billing demand shall be the greater of 33 1/3% of the maximum 15-minute demand in kW created during the off-peak hours or the maximum 15-minute demand in kW created during the on-peak hours; provided that the maximum off-peak demand shall not exceed the installed capability of the substation facility provided to the customer.

SCHEDULE OF OFF-PEAK HOURS: (For Demand and Energy)

Off-peak hours shall be all hours between 11:00 p.m. and 7:00 a.m., Monday through Friday and all hours of the day on Saturday, Sunday and legal holidays. Legal holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

SCHEDULE OF ON-PEAK HOURS: (For Demand and Energy)

On-peak hours shall be all hours between 7:00 a.m. and 11:00 p.m., Monday through Friday not including legal holidays described in Off Peak hours.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

N

INTERRUPTIBLE OPTION:

N

See Schedule CP-I Sheet No. 18.00 for interruptible service.



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M.P.S.C. No. 7
UPPER PENINSULA POWER COMPANY
(To combined cancelled tariff sheets)

First Revised Sheet No. 16.11
First Revised Sheet No. 16.12
Second Revised Sheet No. 16.13
First Revised Sheet No. 16.14
Second Revised Sheet No. 16.15
First Revised Sheet No. 16.16

*These sheets have been cancelled and
are reserved for future use.*



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Commercial Power - Interruptible Rider "CP-I"

WHO MAY TAKE SERVICE:

Any customer taking service under the WP-3 tariff or the Schedule A tariff.

1. 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 two year cancellation notice. After (date rate effective plus one month), 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.

Company reserves the right to deny interruptible service if customer is not able to demonstrate reasonable ability to comply with interruptible requirements.

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 24 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. Customer retains the same right as other firm customers to obtain power supply from an Alternate Energy Supplier.

The maximum hours of interruption in a calendar year shall not exceed 600 hours.

2. CONTRACTED DEMAND NOMINATIONS

Customer shall contract for a given amount of firm and interruptible demand. Customer may elect to contract specific amounts for each month of the calendar year or may choose to contract the same amount each month.

a. Variable Interruptible Demand

The contracted firm demand shall be billed as the system demand at the appropriate system demand charge. Any excess monthly demands above the firm demand shall be considered as variable interruptible demand.

b. Nomination Revisions: Demand nominations shall be revised at least annually on or before April 15th to cover the first succeeding calendar year and before September 15th to cover the second through the fifth succeeding calendar years. Said revision shall delete data for expired demand nominations and add additional nominations to cover a complete 60 month period. On any revision the renomination of any demands for any year shown in a previous nomination or revision of a previous nomination is permitted; provided however, that said revision cannot include any of the following except as allowed in paragraph 2.c, unless otherwise approved by the company:

Continued on Sheet No. 17.01

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Commercial Power - Interruptible Rider "CP-I"

Continued from Sheet No. 17.00

- 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 5.

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. 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 firm nomination (On Peak Demand Period) plus interruptible shown for this calendar year on the latest effective nomination. The company reserves the right to limit to plus or minus 5 Mw the total adjustments by all customers selecting Option 2. The total adjustment shall be determined by the total increase in firm nominations.
- 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 firm nomination (On Peak Demand Period) 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 firm nomination (On Peak Demand Period) 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 firm nomination (On Peak Demand Period) plus interruptible shown for this calendar year on the latest effective nomination.

Continued on Sheet No. 17.02

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Commercial Power - Interruptible Rider "CP-I"

Continued from Sheet No. 17.01

- 5) There are no restrictions on the reductions permitted for firm nominations effective for the Off Peak demand periods.
- 6) The re-nomination option for a calendar year must be chosen at the time of the first required re-nomination 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.

d. Demand Nomination Transfer Agreements
Interruptible customers who execute special contracts shall be allowed to enter into written agreements with the Company 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 200 Kw or more between customers.

3. 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) at the MISO node "UPPC.INTEGRATD" exceeds the Company's Buyout Threshold (EITP).

EITP = The Greater of \$0.06/kWh or 1.25 x 13900 BTU/kWh x SEMCO Effective Gas Rate for 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.

Continued on Sheet No. 17.03

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Continued from Sheet No. 17.02

3. Buyout Price

Buy-out prices will be set at 110% of the market price plus any applicable additional costs or credits assessed by MISO passed through without markup..

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 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.

2. Notification

The company shall endeavor to provide notice of interruption with as much lead time as possible. Notice to interrupt will be by a signal to designated equipment of the customer or, at the discretion of the company, through some designated verbal means. Under normal circumstances, a minimum of one hour will be given before each interruption. This is subject to change due to unmanageable capacity situations which could require interruption of loads to maintain system standards of operations. Customer will make good faith efforts to assist the Company in these unplanned situations to help maintain system standards of operations, however, customers will not be subject to real time pricing or penalties until a minimum of the one hour notification period has passed.

A. ECONOMIC INTERRUPTIONS

Management of Interruptible Hours

1. After 150 hours of the combination of emergency or economic interruption, the Company reserves the right to increase the EITP to manage the annual interruptible hours. Upon reaching 150 hours in any calendar year, the Company shall promptly review the situation including but not limited to the system conditions, time of year, prospects for future interruptions, and other relevant factors, and shall make a good faith determination whether, under the circumstances presented, the EITP should be increased. The Company shall communicate such review and determination to customers taking service under this tariff.
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.

Continued on Sheet No. 17.04

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Settlement Agreements

Customers will be billed the most current market price and fees 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 final 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. Such interruptions will be declared according to MPSC, MISO and company standard rules and regulations.

2. Notification

The company shall endeavor to provide notice of interruption with as much lead time as possible. Notice to interrupt will be by a signal to designated equipment of the customer or, at the discretion of the company, through some designated verbal means. Under normal circumstances, a minimum of one hour will be given before each interruption. This is subject to change due to unmanageable capacity situations which could require interruption of loads to maintain system standards of operations.

3. PENALTY BILLING

When notified of an interruption, the customer shall reduce load to the contracted firm demand nomination as soon as possible and no later than the minimum one hour notification period. Each declaration of an interruption shall be considered an occurrence.

Penalty Procedure

Failure to reduce load to the firm nomination as explained above when notified for an emergency interruption shall result in the customer being penalty billed for the demand difference between the maximum load (or minimum generation) on line during the interruption and the specified load (or generation) levels above.

Failure to comply when notified for an interruption shall result in the customer being penalty billed the incremental costs incurred by the Company as a result of the customer's failure to comply. Incremental costs include but are not limited to purchase power costs, energy imbalance and other MISO fees, and fees and costs dictated by the applicable regional reliability council.

Continued on Sheet No. 17.05

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Continued from Sheet No. 17.04

B. EMERGENCY INTERRUPTIONS (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.

4. CUSTOMERS USING GENERATORS TO REDUCE FIRM DEMAND

Such customers may elect to operate generating units monthly at full load to exercise the units and prove reliability. Customer may also run units on line to reduce incidental peak demand. Test periods will be coordinated with the Company and customer will inform Company of use of generators at partial loads. Customers having generation may enter into separate agreements to allow customer's generators to be contracted by Company, ATC or MISO for other purposes.

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.

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Continued from Sheet No. 17.05

- 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 5:00pm EST two days before the operating day begins. (example: If the operating day is Thursday, bids must be received by Tuesday at 4:00 pm) The Company will make best efforts to accommodate bids received up to midnight prior to the operating day.
- 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.

5. 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.

6. AUDITS

An interruptible compliance audit shall not be performed by the company if the customer experienced an actual interruption excluding buyouts that was successfully implemented and recorded within the last six months. The interruptible audits shall normally not be required more often than once a year during summer months and once at or near each winter On Peak Period. The necessity of an actual interruption or acceptance of other means of verifying ability to interrupt shall be under the sole control of the company. It is the intent of the company that the duration of interruptions for audit purposes will not be extended beyond the time necessary to satisfy the conditions of the audit. Penalty billing will apply if an actual interruption for audit purposes is not successfully completed.

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Commercial Power - Interruptible Rider "CP-I"

N Continued from Sheet No. 17.06

N 7. NO PENALTY FOR CUSTOMER CESSATION OF OPERATIONS

N Nothing set forth in this Interruptible Rider "CP-I" shall obligate a
N customer to make any payments to the Company for future services pursuant
N to the provision of this interruptible rider, CP-I, if, prior to the end
N of the term of any contract entered into by the customer and the Company
N pursuant to this rider, the customer ceases, for any reason, business
N operations and no longer has any need for electrical generation provided
N by the Company.

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RATE "CP-IB" - Capacity Buyback Rider

WHO MAY TAKE SERVICE:

Available under a special contract for up to 24 months, as opportunities arise, in an amount determined by the Company reflecting the Company's opportunity to sell or purchase limited term capacity and the price of other capacity alternatives. This service will be made available to customers submitting written bids for additional interruptible load and demand credit rates. This service will be applicable to firm loads that the Company would not approve for interruptible service under the demand renomination or initial contract provisions of the Cp-I Interruptible Rider. If the amount of load bid exceeds the Company's need for capacity, customer bids will be accepted by the Company on the basis of lowest effective demand credit rate taking into account both price and the coincidence of the bidder's interruptible load with the Company's peak periods. Where all load at a given effective demand credit rate bid cannot be accepted, acceptance will be based on the earliest bid date(s). Acceptance of bids is at the discretion of the Company.

TERRITORY APPLICABLE:

All territory served in the Company's Iron River District or Interconnected District.

MONTHLY RATE

Demand Charge/Credit

The level of the monthly demand credit per Kw applied to the firm system demand charge for contracted demands under this Rider will be determined by the demand credit rate in bids accepted by the Company. The level of the monthly demand credit under this Rider shall not exceed the customer's normal monthly demand credit under the Cp-I Rider. For purposes of contracts under this Rider the Minimum Demand Credit paragraph of the Cp-I Rider shall not apply.

RULES AND PROCEDURES

Bid Format

Customers desiring to bid for service under this Rider shall be required to include the amount of the applicable load in Kw's, the term of the customer's desired contract period, and the level of the monthly demand credit per Kw. Bids terminating prior to the Company's desired contract period will not be considered. Bids may be updated or revised in writing at any time.

Contracts

Customers with bids accepted by the Company will sign individual customer contracts. The contracts shall not become effective until the date of the Company's limited term capacity need or sale.

General

Except as noted above all rules and procedures of the Cp-I Interruptible Rider shall be applicable.

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RATE "CP-RR" - Large Light and Power Response Rewards (Pilot)

N WHO MAY TAKE SERVICE:
N This schedule is available on an optional basis to commercial customers
N that meet the qualifications of the WP-1D rate schedule. The Company
N reserves the right to limit participation to 10 customers. This tariff
N shall be effective until December 31, 2008, unless extended by the
N Company. Customers desiring to take power supply service from an
N alternative energy supplier (AES) must move to the WP-1D rate schedule
N at the end of their contract period to take service from an AES.

N TERRITORY APPLICABLE:
N All territory served in the Company's Interconnected System.

N CHARACTER OF SERVICE:
N Three-phase, alternating current, 60 hertz at standard available
N voltages.

N RATE: Service Charge: \$250.00 per month
N
N Capacity charge per month:
N Peak Demand Charge \$8.50 per kW
N
N Energy Charges
N On Peak Energy \$0.06890/Kwh
N Off Peak Energy \$0.05167/Kwh
N Critical Peak Energy \$0.30000/Kwh

N On-Peak hours shall be between 7:00 a.m. and 11:00 p.m.,
N Monday through Friday excluding holidays.

N Off-peak hours shall be all hours between 11:00 p.m. and 7:00 a.m.,
N Monday through Friday and all hours of the day on Saturday, Sunday, and
N Legal holidays. Legal holidays shall include New Year's Day, Memorial
N Day, Independence Day, Labor Day, Thanksgiving day and Christmas Day.

N Critical-Peak hours shall occur anytime during On-Peak or Off-Peak
N periods up to 300 hours per year at the sole discretion of the Company.

N NOTIFICATION OF CRITICAL PEAK PRICE:
N Company shall provide a minimum of 1 hour notice to customers prior to
N the start of a Critical Peak pricing period and a minimum of 30 minutes
N notice for the ending of a Critical Peak pricing period.



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RATE "CP-RR" - Large Light and Power Response Rewards (Pilot)

Continued from Sheet No. 17.20

N MINIMUM CHARGE:

N The capacity charge or the contract minimum, whichever is greater.

N POWER SUPPLY COST RECOVERY CLAUSE:

N This rate is subject to the Company's Power Supply Cost Recovery as
N shown on Sheet No. 25.1.

N POWER FACTOR BILLING ADJUSTMENT:

N This rate is subject to the Company's Power Factor Billing Adjustment
N as shown on Sheet No. 9.12.

N CONTRACT:

One year or more.

N TERMS OF PAYMENT:

N Bills are due in 21 days from date of bill. A delayed payment charge
N of 2% shall be applied to the unpaid balance if the bill is not paid in
N full on or before the due date thereon.

N DETERMINATION OF BILLING DEMAND:

N Billing demand shall be the greatest of:

- N (1) The maximum 15-minute demand in kW, subject to the off-peak
N provision.
- N (2) 60% of the greatest billing demand of the previous 11 months.
- N (3) 200 kW.

N OFF-PEAK HOUR PROVISION:

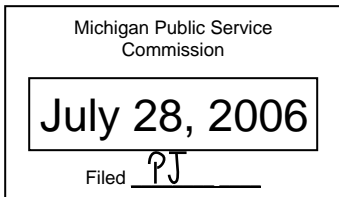
N With respect to off-peak hours, billing demand shall be the greater of
N 33 1/3% of the maximum 15-minute demand in kW created during the off-
N peak hours or the maximum 15-minute demand in kW created during the on-
N peak hours; provided that the maximum off-peak demand shall not exceed
N the installed capability of the substation facility provided to the
N customer.

N SCHEDULE OF OFF-PEAK HOURS:

N Off-peak hours shall be all hours between 11:00 p.m. and 7:00 a.m.,
N Monday through Friday and all hours of the day on Saturday, Sunday and
N legal holidays. Legal holidays shall include New Year's Day, Memorial
N Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

N RULES APPLYING:

N Service is governed by the Company's Standard Rules and Regulations.



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RATE "CP-RR" - Large Light and Power Response Rewards (Pilot)

Continued from Sheet No. 17.21

N SPECIAL TERMS AND PROVISIONS

- N 1. This rate schedule will apply for a minimum of one year from the date
N consumption under this tariff is initiated unless otherwise approved by the
N Company.
- N 2. Any customer choosing to be served on this rate schedule thereby waives all
N rights to any billing adjustments arising from a claim that the bill for
N the customer's service would be cheaper on any alternative rate schedule
N for any period of time, as stated on Sheet 9.10 paragraph 2a of UPPCO's
N tariff book. This principle is also reflected in Rule 401 of the MPSC's
N Rules for Services Supplied by Electric Utilities, R460.3401, which
N provides that "the selection of the best available rate is the
N responsibility of the customer."
- N 3. Availability is subject to the ability of the Company to obtain and install
N the required metering.
- N 4. Any customer choosing to be served on this rate schedule must sign a
N contract agreeing to the terms and conditions of this tariff.
- N 5. The Company shall have the sole discretion to initiate critical peak
N pricing periods up to 300 hours during the calendar year. Customers shall
N be provided with a minimum of one-hour notice prior to initiation of a
N critical peak pricing period and a minimum of 30 minutes prior to ending a
N critical peak pricing period. The minimum length of an interruption shall
N be two hours and the maximum length of an interruption shall be eight
N hours.



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On-line Power Exchange (OPE)

Electric

AVAILABILITY

This service is available to Customers taking service under the Schedule A or WP-3 tariffs or under a special contract that have a minimum of 500 kW interruptible load.

The Company reserves the right to deny availability to a Customer that receives credit under another load management program.

PURPOSE

The purpose of this tariff is to provide Customers with compensation for interrupting load during peak periods of electric use and to provide the Company with alternative methods to meet system load requirements. The load interrupted by the Customers will be used either to provide service to other Customers of the Company, or for the Company to sell to another utility or supplier. The utilization of this program is at the complete discretion of the Company.

RATES

COMPANY POSTING

At any time, the Company may post an offer for load reduction via communication method(s) designated by the Company. This Company Offer shall contain the following information;

1. Compensation Price in \$/kWh,
2. Total amount of load reduction the Company will purchase in kW,
3. Effective Load Reduction Time Period,
4. Offer Close Time, (Customers must accept bid prior to this time)
5. Whether a penalty is applicable or not, and
6. The time periods for which Customer Baselines shall be determined.

Upon the Company posting a bid, an e-mail alerting Customers of the posting will be sent out.

Customers desiring to accept the Company's offer to receive compensation for load reductions will be required to do so via the communication method(s) designated by the Company. Customers will be accepted on a first-come first-serve basis until the amount of load nominated by the Customers equals the total amount of load reduction contained in the Offer up until the Offer Close Time. The Company retains the right to withdraw an Offer prior to the Offer Close Time, however the Company will honor prior Customer acceptances of the Offer subject to the terms and conditions of this tariff.

Continued to Sheet No. 18.01

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On-line Power Exchange (OPE)

Electric

Continued from Sheet No. 18.00

CUSTOMER POSTING

At any time, a participating Customer may post an Offer for load reduction via communication method(s) designated by the Company. This offer shall contain the following information;

1. Compensation Price in \$/kWh,
2. Amount of load reduction the Customer will reduce in kW,
3. Effective Load Reduction Time Period,
4. Offer Close Time, (Company must accept bid prior to this time),
5. Whether a penalty is applicable or not, and
6. The time periods for which Customer Baselines shall be determined.

Upon a Customer posting an Offer, an e-mail alerting other Customers of the posting will be sent out. The Company shall have sole discretion to accept and/or reject Offers by Customers. The Company will accept/reject individual Offers based on price, amount of load reduction, the time the bid was submitted and effective, whether a penalty is applicable, impact on the overall system (including geographic or electrical system location of individual Customers) and other items deemed pertinent by the Company.

Notification by pager is an option to Customers that purchase a pager from the Company. Pager notifications are meant to alert Customers of activity on the website.

REFERENCE LOAD SHAPE FOR DETERMINATION OF LOAD REDUCTION

Customer and Company shall mutually agree on one of the methods listed below.

1. AVERAGE LOAD SHAPE

The Company shall provide, by 3:00 PM of the second Friday of each month, an Average Load Shape to Customers who have chosen this option and have an effective contract on file. This Average Load Shape shall be determined by using the load from the last available week of data beginning with Thursday and extending through Wednesday. The two days with the highest and lowest consumption will be eliminated as well as any non-business days and any days classified as holidays under the Customer's normal power supply tariff. The remaining day(s) shall be averaged.

The Average Load Shape is then adjusted by the ratio of energy of Actual Load in the two fifteen minute reference intervals to the energy derived from the Average Load Shape during the same two fifteen minute reference intervals to create the Baseline.

When the Average Load Shape includes days of requested curtailment days by the Company, reduced load due to maintenance, or any abnormal load adjusted days, the Average Load Shape may be derived from representative days other than the defined week when mutually agreed upon by the Customer and the Company.

Continued to Sheet No. 18.02

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Electric

N Continued from Sheet No. 18.01

N 2. NEGOTIATED LOAD SHAPE (NLS)

N If the Company determines that the Average Load Shape will not
N provide an acceptable representation of the Customer's expected
N load, the Company and the Customer may mutually agree on a reference
N load shape.

N DETERMINATION OF AMOUNT OF LOAD REDUCTION

N The amount of load the Customer interrupted shall be determined by subtracting
N the load for each fifteen-minute billing period during the Effective Load
N Reduction Time Period of the accepted Offer from the Baseline or Negotiated
N Reference Load Shape.

N CUSTOMER COMPENSATION

N For the Effective Load Reduction Time Periods, the following calculation shall
N apply to determine the amount compensation for Customers with accepted Offers:

N Load Interrupted (kW) = ((NLS OR B) - actual fifteen-minute load of Customer).
N Load Interrupted cannot exceed the Customer's nomination by more than 10% or
N 1,000 kW, whichever is less.

N Customer Payment (\$) = Load Interrupted (kW) * Compensation Price (\$/kWh) for
N each fifteen minute period during the effective time of the accepted bid.

N Where:

N B - Baseline. Average fifteen minute load shape of Customer based on the
N previous week's consumption pattern adjusted to meet the reference intervals as
N described in the Average Weekly Load Shape definition above.

N NON-COMPLIANCE PENALTIES

N A Non-Compliance Penalty will not be applicable if the accepted bid price did
N not include a Non-Compliance Penalty.

N Continued to Sheet No. 18.03

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On-line Power Exchange (OPE)

Electric

Continued from Sheet No. 18.02

If a Non-Compliance Penalty is part of the accepted bid, the following shall apply;

1. The Customer shall be considered in compliance for all fifteen-minute periods in which the actual amount of load is within the lesser of 30% of the Customers Nomination or 1,000 Kw, of the Customer's Nomination.
2. For fifteen-minute intervals where the amount of Load Interrupted is less than the Customer's Nomination by more than the lessor of 30% of the Customer's Nomination or 1,000 kW, the Customer shall be billed a Non Compliance Penalty based on the formula shown below. The Customer will be credited for the amount of load actually interrupted at the accepted bid price.

Non-Compliance Penalty = (Customer Nomination (kWh))*Accepted Bid Price (\$/kWh)
* 110%.

For times when a Customer fails to reduce load to their minimum required level (Baseline less 70% of their Nomination) and are subject to penalty, the Customer will still be compensated for the amount of load reduced below their Baseline at the Accepted Bid Price.

NOTE: The Company may waive a Non-Compliance Penalty for Force Majuere situations as defined below or for metering errors.

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.

Continued to Sheet No. 18.04

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On-line Power Exchange (OPE)

Electric

Continued from Sheet No. 18.03

TERMS AND CONDITIONS

1. Customer is required to sign a contract.
2. Customers taking service under the Company's Response Rewards program are not eligible for this program.
3. Company shall not be liable for any damages or losses resulting from load interruptions caused or induced by the terms and conditions of this tariff.
4. The Company retains the right to deny a Customer from participating in this tariff, prior to start of an interruption, where the Customer is attempting to circumvent the intent or the rate design of this tariff, fails to demonstrate the ability to interrupt load as required under this tariff, an error was made in the posting of an Offer, or receive compensation for load that was not expected to be consumed.
5. Compensation under this tariff will be provided as a credit on the Customer's bill.
6. The Customer shall be responsible for the cost and operation of facilities/equipment required to participate in this program.
7. The Customer will receive compensation only if the Customer's load reduction is in response to an accepted Offer by the Company for such load reduction and the Company has previously accepted the Customer's confirmation of such load reduction.
8. Customers receiving interruptible service from the Company under the CP-I tariff or a special contract are eligible for this service for both the firm and interruptible portion of their load if an interruption is not effective during the Effective Load Reduction Time Period. Participation in this program will not affect service taken under the Schedule A or Wp-3 Tariff or Special Contract. None of the hours of interruption taken under this tariff are applicable in the determination of hours of interruption under the Cp-I tariff. The Customer shall receive no compensation under this schedule for load interrupted to meet the requirements of another tariff.
9. For Customers taking service under the Company's Schedule A or WP-3 rate schedules or special contract, when an economic or emergency interruption is called by the Company, even if the Customer has previously agreed to interrupt load under this tariff, at the time the interruption is called for the tariff, the Customer is to shed the amount of load required under the tariff, or be subject to the applicable buyout prices. Load reductions and compensation under this tariff terminates at the start of the Schedule A, WP-3 or Special Contract interruption for load subject to Schedule A, WP-3 or Special Contract interruption. For these situations only, the Customer shall not be subject to a Non-Compliance penalty under this tariff for failure to supply the required load reduction as part of an Accepted Offer due to the declaration of a Cp-I interruption.

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CANCELLED

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In Case No: U-14745

RATE "SL-3" - STREET LIGHTING SERVICE

WHO MAY TAKE SERVICE:

Any municipality for customer owned, operated and maintained street lighting and/or traffic signal system.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120/240 volts.

R RATE:

\$0.11521 per kWh per month

MINIMUM CHARGE:

None.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

R CONTRACT:

Customers will sign 3 year individual customer contracts.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

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RATE "SL-5" - STREET LIGHTING SERVICE

WHO MAY TAKE SERVICE:

Any municipality owning its own street lighting system including poles, fixtures, wires, transformers, time switches and other accessories. Additions to mercury vapor lighting services are closed to new customers.

R
 R

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

HOURS OF SERVICE:

All night - Dusk to Dawn

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz at the Company's distribution voltage.

RATE:

	<u>Sodium Vapor</u>		<u>Per Lamp Per Month</u>
	<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
R	9,000	100	\$ 7.66
R	14,000	150	\$ 9.06
R	37,000	250	\$11.77
R	45,000	400	\$14.94
	<u>Mercury Vapor</u>		<u>All Night</u>
	<u>Lumens</u>	<u>Watts</u>	
N	7,500	175	\$ 9.55
N	20,000	400	\$ 17.71

Including minor repairs,
 lamp cleaning and lamp
 renewals by the Company

N
 N

Additional Wood Pole
 Span of Conductor

Monthly Charge
 \$ 2.78/pole
 \$ 2.01/span

MINIMUM CHARGE:

None.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

N

Continued on Sheet No. 21.5.1

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RATE "SL-5" - STREET LIGHTING SERVICE

N Continued from Sheet No. 21.5

R CONTRACT:

Customers will sign 3 year individual customer contracts.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

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RATE "SL-6" - STREET LIGHTING SERVICE

WHO MAY TAKE SERVICE:

Any municipality from Company owned, operated and maintained street lighting system as available. Additions to mercury vapor lighting services are closed to new customers.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

HOURS OF SERVICE:

All night - Dusk to Dawn

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz at the Company's distribution voltage.

RATE:

R	<u>Sodium Vapor</u>		<u>Per Lamp Per Month</u>
R	<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
R	9,000	100	\$11.95
R	14,000	150	\$14.51
R	27,000	250	\$16.48
R	45,000	400	\$23.18
N	<u>Mercury Vapor</u>		
N	<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
N	7,500	175	\$12.19
N	20,000	400	\$22.39
N	<u>Metal Halide</u>		
N	<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
N	36,000	400	\$24.48
N	110,000	1,000	\$45.11
N			<u>Monthly Charge</u>
N	Additional Wood Pole		\$ 2.78/pole
N	Span of Conductor		\$ 2.01/span

MINIMUM CHARGE:

None.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

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N Continued on Sheet No. 21.7

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RATE "SL-6" - STREET LIGHTING SERVICE

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N
N
N

Continued from Sheet No. 21.6

CONTRACT:

Customers will sign 3 year individual customer contracts.

RULES APPLYING:

- (1) Service is governed by the Company's Standard Rules and Regulations.
- (2) Requested higher-than-standard mounting heights are considered a refundable special facility. The customer is required to pay the cost difference of a standard pole and the special pole.
- (3) Customers shall pay time and material costs for installation of lights in areas that the customer has previously requested removal of lights if both requests happen within a twelve-month time period.
- (4) Customers requesting ornamental facilities will be required to pay a special facilities payment of 24% of the cost difference between standard lighting facilities and ornamental facilities in advance for system maintenance. Standard lighting facilities shall be defined as a standard cobrahead lighting fixture on a standard utility pole. This payment is due upon installation of the facilities.



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*These sheets have been cancelled and
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RATE "Z-3" - DUSK TO DAWN OUTDOOR SECURITY LIGHTING

WHO MAY TAKE SERVICE:

Any customer for dusk to dawn outdoor security lighting where customer takes service at the same premises under a standard rate schedule. Additions to mercury vapor lighting services are closed to new customers.

R
R

TERRITORY APPLICABLE

All territory served in the Company's Interconnected System.

HOURS OF SERVICE:

Daily from dusk to dawn.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120 volts.

RATE: Sodium Vapor

	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
R	9,000	100	\$13.37/Lamp
R	27,000	250	\$20.52/Lamp
N	45,000	400	\$24.83/Lamp

Mercury Vapor

	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
N	7,500	175	\$11.87/Lamp
N	20,000	400	\$22.18/Lamp

Metal Halide

	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
N	36,000	400	\$24.66/Lamp
N	110,000	1,000	\$45.39/Lamp

Additional Wood Pole
Span of Conductor

Monthly Charge
\$2.78/pole
\$2.01/span

Each lighting unit shall consist of a mast arm mounted sodium vapor fixture installed, owned, operated and maintained by the Company.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 25.1.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

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N

RATE "Z-3" - DUSK TO DAWN OUTDOOR SECURITY LIGHTING

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R
D
R
R
R
N
N
N
N
N
N
N

Continued from Sheet No. 22.1

CONTRACT: Customers will sign 3 year individual customer contracts.

RULES APPLYING:

- (1) Service is governed by the Company's Standard Rules and Regulations.
- (2) Company will provide normal maintenance to the lighting unit including the fixture, lamp, ballast, photoelectric control, mounting brackets and all necessary wiring. Company will furnish all electric energy required for operation of unit.
- (3) Normal lamp replacement shall be the responsibility of the Company. Breakage by vandalism or malicious mischief shall be at Customer's expense.
- (4) For service under this schedule, installation of the unit must be on an existing utility pole upon which the Company's secondary lines are already attached.
- (5) The customer shall make a special facilities, non-refundable payment for any conductor costs over 200 feet or for additional poles that are required to support the area light secondary.
- (6) Requested higher-than-standard mounting heights are considered a refundable special facility. The customer is required to pay the cost difference of a standard pole and the special pole.
- (7) Customers shall pay time and material costs for installation of lights in areas that the customer has previously requested removal of lights if both requests happen within a twelve-month time period.

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RATE "W-1" - OFF-PEAK WATER HEATING SERVICE

This rate sheet was cancelled.

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POWER SUPPLY COST RECOVERY -- INTERCONNECTED SYSTEM

A. PSCR Factors:

All rates for electric service shall include an amount up to the Power Supply Cost Recovery Factor (the PSCR Factor) for the specified billing period as set forth below.

The PSCR Factors for a given month will consist of an increase or decrease of 0.010748 mills per kWh for all customers in the Integrated System for each full 0.01 mill increase or decrease in the projected power supply costs for that month above or below a cost base of 52.05 mills per kWh, rounded to the nearest one-hundredth of a mill per kWh. The projected power supply costs per kWh shall equal the total projected net power cost in that month divided by the sum of that month's projected net system kWh requirements. Net system kWh requirements shall be the sum of net kWh generation and net kWh purchased and interchanged.

An amount not exceeding the PSCR Factor for each month shall be placed into effect in the first billing cycle of that monthly billing period and shall continue in effect until the first billing cycle of a subsequent month for which a subsequent PSCR Factor becomes operative.

B. Monthly Reports:

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

C. Annual Reconciliation:

All fuel cost and purchased and net interchanged power revenues received by the Company, whether included in base rates or collected pursuant to a fuel and purchased power cost adjustment clause or a power supply cost recovery clause, shall be subject to annual reconciliation with the cost of fuel and purchased and net interchanged power. Such annual reconciliations shall be conducted in accordance with the reconciliation procedures described in Section 6j(12) to (18) of 1939 PA 3, as amended, including the provisions for refunds, additional charges, deferral and recovery, and shall include consideration by the Commission of the reasonableness and prudence of expenditures charged pursuant to any fuel and purchased power cost adjustment clause in existence during the period being reconciled.



Continued on Sheet No. 25.1

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RATE "E" - EMERGENCY SERVICE

RATE "E":

Emergency Service to Customers for displacement of customer owned generation.

WHO MAY TAKE SERVICE:

Any Customer who has not less than 500 kW of owned generation on line. This rate schedule shall only be available to displace the use of customer owned generation. It cannot be used to serve firm or interruptible load of the customer that would normally be supplied by the company under another rate schedule.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Three-phase alternating current, 60 hertz at standard available voltages. If, as and when available, and is interruptible without notice.

RATE:

Capacity charge per month: \$0.50 per kW

Energy charge per month: 110% of out-of-pocket cost to Company

CONTRACT:

One year or more.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

DETERMINATION OF BILLING DEMAND:

The billing demand shall be as established by contract, but not greater than the capacity of the customer's generation.

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Schedule PSDS -Power Supply Default Service

N Territory Applicable: All areas served in the Company's
Integrated System.

N Availability and Prior Notice Requirements

N This service is available, on a best-efforts basis to a Customer
N requesting power supply service with less than twelve months prior
N notice given to Company. The Company is not required to build or
N purchase new capacity or interrupt firm Customers to provide
N service under this schedule.

N Conditions for Mandatory Default Service

N This service is mandatory for a Customer receiving distribution
N delivery service from Company and who has no AES Power Supply or
N Company Power Supply. Company will, on a best efforts basis,
N provide power supply service to Customer. Customer is obligated
N to pay Company for all costs associated with Company providing
N Customer with Power Supply Default Service.

N Retail Access Service Tariff

N Service according to this schedule is subject to the terms and
N conditions contained in Retail Access Service Tariff RAST.
N Specifically, section 2.6 of Retail Access Service Tariff RAST
N describes additional conditions under which a Customer may receive
N Default Service.

N Type of Service

N Under Power Supply Default Service, Company is committed to
N provide, if available, Electric Power Supply to meet Customer's
N load. This supply is delivered to Customer's Distribution Point
N of Receipt in amount to adequately serve customer load plus
N applicable Distribution System Electric Power Losses. In securing
N Default Service to meet Customer's load, Company may be required
N to request additional electric transmission to accommodate
N delivery of Power Supply.

N Continued to Sheet No. 27.1

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Schedule PSDS -Power Supply Default Service

N Continued from Sheet No. 27.0

N Term and Form of Contract and Prior Notice Provisions

N For all service under this schedule Customer shall sign a written
N Power Supply Default Service Agreement either prior to or as soon
N as possible after an AES default condition exists and customer
N needs the Company to provide power supply. The maximum term for
N Power Supply Default Service is twelve months.

N Power Supply Default Service Charge

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

- N 1. The Company's applicable Power Supply Service rate for the
N Customer(s) according to the applicable Company rate schedule,
N or
N 2. 110 percent times the sum of Company's highest hourly
N incremental cost of any purchases of Power and allocated
N capacity costs associated with any purchases utilized to meet
N the Customer(s) hourly electricity load plus distribution
N losses, plus applicable transmission charges,
N or
N 3. 110 percent times the sum of Company's highest hourly
N incremental cost of generation and allocated capacity costs
N associated with generation utilized to meet the Customer(s)
N hourly electricity load plus distribution losses, plus
N applicable transmission charges.

Issued: 12-20-01
By W L Bourbonnais
Manager-Rates & Econ Eval
Green Bay, Wisconsin



Effective for Service
On and After: 1-1-02
Issued Under Auth. of
Mich Public Serv Comm
Dated: 10-11-01
In Case No: U-12650

RATE CAB - TV POLE CONTACT RENTAL RATE

WHO MAY TAKE SERVICE:

All attaching parties as defined in 1980 PA 470, MCLA 460.6g.

TERRITORY APPLICABLE:

All territory served in the Company's Interconnected System.

CHARACTER OF SERVICE:

Permission for attachment of cables, wires and appurtenances to the Company's facilities, where reasonably available and where such use will not interfere with the Company's own service requirements or the use of its facilities by others, including considerations of economy and safety, and where such use is permitted by law.

RATE:

Initial Application Fee: \$1.00 per pole

Attachment Fee: \$3.74 per pole per annum based upon the number of poles to which attachments are actually made on the first day of July each year.

TERMS OF PAYMENT:

Due and payable annually, in advance, on the first day of August of each year.

RULES APPLYING:

Utility pole attachments are governed by 1980 PA 470, MCLA 460.6g and any rules promulgated by the MPSC applicable thereto.

SPECIAL TERMS AND CONDITIONS:

All cable television companies are required to enter into the standard license and pole contact agreement filed with the MPSC in Case No. U-8164 and are governed by the terms of that agreement, except for any such terms that are inconsistent with the regulatory jurisdiction and authority of the MPSC. Each agreement shall have an initial term of one year or more. Approval of agreements with attaching parties other than cable television companies will be obtained from the MPSC.

Issued March 5, 1997 by

C. Fisher
President
Houghton, Michigan



Effective:

April 1, 1997

Issued under authority of the
Michigan Public Service Commission

Dated February 11, 1997

In Case No. U-10831

RATE "A-2" - RESIDENTIAL SERVICE - URBAN AND RURAL

WHO MAY TAKE SERVICE:

Any customer in a single family dwelling or a duplex for residential and farm purposes. This rate is also available to certain multiple dwellings in accordance with the standard rules. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Iron River District.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120/240 volts.

RATE: DISTRIBUTION SERVICE

Service Charge:

\$8.00/Mo. for Year-Round,
\$16.00/Mo. for Seasonal

R
N

Energy Charge:

\$0.05572 per kWh for all kWh

R

POWER SUPPLY SERVICE (Optional)

Energy Charge:

\$0.05083 per kWh for all kWh

R

MINIMUM CHARGE:

The service charge included in the rate.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 45.1.

TERMS OF PAYMENT:

Bills are due in 17 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

CONTRACT: None required.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

Michigan Public Service
Commission

July 28, 2006

Filed PJ

N Continued on Sheet 30.1

Issued: 6-27-06
By J F Schott
VP Regulatory Affairs
Green Bay, Wisconsin

Effective for Service
On and After 6-28-06
Issued Under Auth. of
Mich Public Serv Comm
Dated 6-27-06
In Case No: U-14745

RATE "A-2" - RESIDENTIAL SERVICE - URBAN AND RURAL

N Continued from Sheet 30.0

N SEASONAL BILLING:

N Service shall be billed for six months. Billing cycles for the
N business months of May through October shall apply for facilities
N normally utilized during summer months and November through April for
N facilities normally utilized during winter months.

N Service may remain connected during the off-season, and incidental use
N during such period may be included with the first billing of the
N following season, however, the Company may issue bills for electric
N service to seasonal electric customers during the off-season period if
N the customer's electric usage since the last issued bill exceeds 500
N kWh of electric energy. This option is available starting in May
N 2007.

Michigan Public Service
Commission

July 28, 2006

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By J F Schott
VP Regulatory Affairs
Green Bay, Wisconsin

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Mich Public Serv Comm
Dated 6-27-06
In Case No: U-14745

RATE "AH-2" - RESIDENTIAL ELECTRIC HEATING - SERVICE - URBAN AND RURAL

WHO MAY TAKE SERVICE:

Any customer in a single family dwelling or a duplex for residential and farm purposes, provided the major electric space heating facilities are permanently installed and are the primary source of space heating. This rate is also available to certain multiple dwellings in accordance with the standard rules. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Iron River District.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120/240 volts.

RATE: DISTRIBUTION SERVICE

Service Charge:

R \$8.00 per customer per month plus,

Energy Charge:

For billing months of June through September

R \$0.05572 per kWh for all kWh

For billing months of October through May

R \$0.05572 per kWh for the first 500 kWh

R \$0.04384 per kWh for the excess

MINIMUM CHARGE:

The service charge included in the rate.

POWER SUPPLY SERVICE (Optional)

Energy Charge:

For billing months of June through September

R \$0.05083 per kWh for all kWh

For billing months of October through May

R \$0.05083 per kWh for the first 500 kWh

R \$0.05058 per kWh for the excess

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 45.1.



N Continued on Sheet No. 31.1

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By J F Schott
VP Regulatory Affairs
Green Bay, Wisconsin

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Issued Under Auth. of
Mich Public Serv Comm
Dated 6-27-06
In Case No: U-14745

R
N

RATE "AH-2" - RESIDENTIAL ELECTRIC HEATING - SERVICE - URBAN AND RURAL
Continued from Sheet No. 31.0
TERMS OF PAYMENT: Bills are due in 17 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.
CONTRACT: None required.
RULES APPLYING: (1) Service is governed by the Company's Standard Rules and Regulations. (2) Separately metered water heating on a separate circuit is available under rate "A-2".
<div data-bbox="630 1535 964 1726" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"><p style="text-align: center; margin: 0;">Michigan Public Service Commission</p><div style="border: 1px solid black; padding: 5px; text-align: center; margin: 5px auto;"><p style="font-size: 1.2em; margin: 0;">July 28, 2006</p></div><p style="text-align: center; margin: 0;">Filed <u>PJ</u></p></div>

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By J F Schott
VP Regulatory Affairs
Green Bay, Wisconsin

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Mich Public Serv Comm
Dated 6-27-06
In Case No: U-14745

RATE "C-2" - GENERAL SERVICE

WHO MAY TAKE SERVICE:

Any customer for commercial or industrial purpose with a billing demand of 25 kW or less. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Iron River District.

CHARACTER OF SERVICE:

Single or three-phase, alternating current, 60 hertz at standard available voltages.

RATE: DISTRIBUTION SERVICE

Service Charge:

\$12.00 per customer per month plus,

Energy Charge:

\$0.03968 per kWh for all kWh

POWER SUPPLY SERVICE (Optional)

Energy Charge:

\$0.06796 per kWh for all kWh

MINIMUM CHARGE:

The service charge included in the rate.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 45.1.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

CONTRACT:

None required.

RULES APPLYING:

- (1) Service is governed by the Company's Standard Rules and Regulations.
- (2) Conjunctional billing will not be permitted in cases where the customer is presently being served lighting and power loads through separate meters. In these instances, whenever the customer, at his expense, will arrange his wiring to receive energy through one single metered service, then this rate shall apply to his entire requirements.

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Commission

July 28, 2006

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Green Bay, Wisconsin

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In Case No: U-14745

RATE "C-2" - GENERAL SERVICE (Cont'd.)

D

Cancelled

Issued: 4-30-05
By J F Schott
VP - Regulatory Affairs
Green Bay, Wisconsin



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On and After: 6-27-05
Issued Under Auth. of
Mich Public Serv Comm
Dated 3-29-05
In Case No: U-14346

RATE "H-2" - COMMERCIAL ELECTRIC HEATING SERVICE

WHO MAY TAKE SERVICE:

Any customer for separately metered space heating loads provided that for space heating their major electric space heating facilities are permanently installed and are the primary source of space heating. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Iron River District.

CHARACTER OF SERVICE:

Single or three-phase, alternating current, 60 hertz, nominally at 120/240 volts.

RATE: DISTRIBUTION SERVICE

Service Charge:

\$12.00 per customer per month plus,

Energy Charge:

For billing months of June through September

\$0.03968 per kWh for all kWh

For billing months of October through May

\$0.03968 per kWh for the first 1,000 kWh per month

\$0.03020 per kWh for the excess

POWER SUPPLY SERVICE (Optional)

Energy Charge:

For billing months of June through September

\$0.06796 per kWh for all kWh

For billing months of October through May

\$0.06796 per kWh for the first 1,000 kWh per month

\$0.05919 per kWh for the excess

MINIMUM CHARGE:

The service charge included in the rate.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 45.1.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

CONTRACT:

None

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

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Commission

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VP Regulatory Affairs
Green Bay, Wisconsin

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Dated 6-27-06
In Case No: U-14745

RATE "P-2" - LIGHT AND POWER SERVICE

WHO MAY TAKE SERVICE:

Any customer for light and power purposes with a billing demand greater than 25 kW but less than 200 kW. To qualify, the customer must maintain a demand greater than 25 kW for three consecutive months and at least once in each succeeding twelve-month period. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

TERRITORY APPLICABLE:

All territory served in the Company's Iron River District.

CHARACTER OF SERVICE:

Single or three-phase, alternating current, 60 hertz at standard available voltages.

RATE:

DISTRIBUTION SERVICE

Capacity charge per kW of billing demand per month:
\$7.00 per kW

Energy Charge:

\$0.00580 per kWh for the first 200 kWh per kW of billing demand
\$0.00580 per kWh for the excess

POWER SUPPLY SERVICE (Optional)

Energy Charge:

\$0.08119 per kWh for the first 200 kWh per kW of billing demand
\$0.06717 per kWh for the excess

MINIMUM CHARGE:

The capacity charge for 25 kW or the contract minimum, whichever is greater.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 45.1.

POWER FACTOR BILLING ADJUSTMENT:

This rate is subject to the Company's Power Factor Billing Adjustment as shown on Sheet No. 9.12.



Continued on Sheet No. 34.1

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VP Regulatory Affairs
Green Bay, Wisconsin

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Dated 6-27-06
In Case No: U-14745

RATE "P-2" - LIGHT AND POWER SERVICE

N

Continued from Sheet No. 34.0

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be a maximum 15-minute demand during the month but not less than 25 kW.

CONTRACT:

One year or more.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

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In Case No: U-14745

RATE "WP-2" - LARGE LIGHT AND POWER

WHO MAY TAKE SERVICE:

Any customer for light and power purposes with a billing demand over 200 kW, served at standard available voltages. To qualify, the customer must maintain a demand greater than 200 kW for three consecutive months and at least once in each succeeding twelve-month period.

TERRITORY APPLICABLE:

All territory served in the Company's Iron River District.

CHARACTER OF SERVICE:

Three-phase, alternating current, 60 hertz at standard available voltages.

RATE: DISTRIBUTION SERVICE

Capacity charge per kW of billing demand per month:
\$6.60 per kW

Energy charge per kWh per month:
\$0.00111 per kWh for all kWh

POWER SUPPLY SERVICE (Optional)

Energy charge per kWh per month:
\$0.07580 per kWh

MINIMUM CHARGE:

The billing demand or the contract minimum, whichever is greater.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 45.1.

POWER FACTOR BILLING ADJUSTMENT:

This rate is subject to the Company's Power Factor Billing Adjustment as shown on Sheet No. 9.12.

CONTRACT:

One year or more.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the greatest of:

- (1) The maximum 15-minute demand in kW, subject to the off-peak provision.
- (2) 60% of the greatest billing demand of the previous 11 months.
- (3) 200 kW.

Continued on Sheet No. 35.1

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Green Bay, Wisconsin

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Dated 6-27-06
In Case No: U-14745

R
N

RATE "WP-2" - LARGE LIGHT AND POWER

Continued from Sheet No. 35.0

OFF-PEAK HOUR PROVISION:

With respect to off-peak hours, billing demand shall be the greater of 33 1/3% of the maximum 15-minute demand in kW created during the off-peak hours or the maximum 15-minute demand in kW created during the on-peak hours; provided that the maximum off-peak demand shall not exceed the installed capability of the substation facility provided to the customer.

SCHEDULE OF OFF-PEAK HOURS:

Off-peak hours shall be all hours between 8:00 p.m. and 8:00 a.m., Monday through Friday and all hours of the day on Saturday, Sunday, and legal holidays. Legal holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

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Commission

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RATE "M-2" - MUNICIPAL WATER PUMPING

This rate sheet was cancelled.

Issued: 12-20-02
By W L Bourbonnais
Manager-Rates & Econ Eval
Green Bay, Wisconsin

MICHIGAN PUBLIC
SERVICE COMMISSION

FEB 28 2003

FILED JKB

Effective for Service
On and After: 12-21-02
Issued Under Auth. of
Mich Public Serv Comm
Dated 12-20-02
In Case No: U-13497

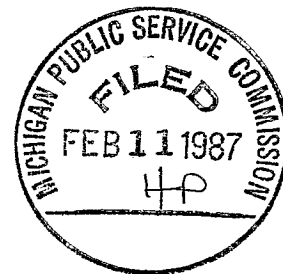
CANCELLED



Issued: 6-27-06
By J F Schott
VP Regulatory Affairs
Green Bay, Wisconsin

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On and After 6-28-06
Issued Under Auth. of
Mich Public Serv Comm
Dated 6-27-06
In Case No: U-14745

This rate sheet was cancelled.



Issued January 12, 1987 by

E. Argentati
President
Houghton, Michigan

Issued under authority of the
Michigan Public Service Commission

Dated December 17, 1986

In Case no. U-8518

Effective for electric service
rendered on and after

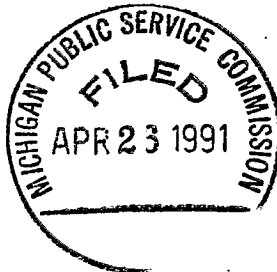
December 18, 1986

RATE "SL-9" - STREET LIGHTING SERVICE

THIS RATE SHEET WAS CANCELLED.

Issued April 4, 1991 by

E. Argentati
President
Houghton, Michigan



Effective: Bills issued on and
after May 1, 1991

Issued under authority of the
Michigan Public Service Commission

Dated March 28, 1991

In Case No. U-9785

RATE "SL-10" - STREET LIGHTING SERVICE

WHO MAY TAKE SERVICE:

R
 R

Any municipality from Company owned, operated and maintained street lighting systems. Additions to mercury vapor lighting services are closed to new customers.

TERRITORY APPLICABLE:

All territory served in the Company's Iron River District.

HOURS OF SERVICE:

Daily from dusk to dawn.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz at Company's distribution voltage.

RATE:

R
 R
 R
 N
 R
 R
 R

Sodium Vapor

<u>Lumens</u>	<u>Watts</u>	<u>Per Lamp Per Month</u>
		<u>All Night</u>
5,670	70	\$10.35 (Closed)
9,000	100	\$11.96
14,000	150	\$13.30
27,000	250	\$17.52
45,000	400	\$20.74

N
 N
 N
 N

Mercury Vapor

<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
7,500	175	\$10.76
20,000	400	\$20.44

N
 N
 N
 N

Metal Halide

<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
36,000	400	\$21.54
110,000	1000	\$34.83

N
 N
 N

	<u>Monthly Charge</u>
Additional Wood Pole	\$ 2.78/pole
Span of Conductor	\$ 2.01/span

MINIMUM CHARGE:

Contract minimum.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 45.1.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

N

Continued on Sheet No. 40.1

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 VP Regulatory Affairs
 Green Bay, Wisconsin

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 In Case No: U-14745

RATE "SL-10" - STREET LIGHTING SERVICE

N Continued from Sheet No. 40.0

R CONTRACT:

Customers will sign 3 year individual customer contracts.

RULES APPLYING:

- (1) Service is governed by the Company's Standard Rules and Regulations.
- (2) Requested higher-than-standard mounting heights are considered a refundable special facility. The customer is required to pay the cost difference of a standard pole and the special pole.
- (3) Customers shall pay time and material costs for installation of lights in areas that the customer has previously requested removal of lights if both requests happen within a twelve-month time period.
- (4) Customers requesting ornamental facilities will be required to pay a special facilities payment of 24% of the cost difference between standard lighting facilities and ornamental facilities in advance for system maintenance. Standard lighting facilities shall be defined as a standard cobrahead lighting fixture on a standard utility pole. This payment is due upon installation of the facilities.

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CANCELLED



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Green Bay, Wisconsin

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In Case No: U-14745

RATE "Z-4" - DUSK TO DAWN OUTDOOR SECURITY LIGHTING

WHO MAY TAKE SERVICE:

Any customer for dusk to dawn outdoor security lighting where customer takes service at the same premises under a standard rate schedule. Additions to mercury vapor lighting services are closed to new customers.

R
R

TERRITORY APPLICABLE:

All territory served in the Company's Iron River District.

HOURS OF SERVICE:

Daily from dusk to dawn.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120 volts.

RATE: Sodium Vapor

R
R
R
R
N

<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
9,000	100	\$ 8.88/Lamp
27,000	250	\$15.97/Lamp
45,000	400	\$16.79/Lamp

Mercury Vapor

N
N
N
N

<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
7,500	175	\$ 9.17/Lamp
20,000	400	\$16.72/Lamp

Metal Halide

N
N
N
N

<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
36,000	400	\$16.71/Lamp
110,000	1,000	\$28.46/Lamp

Additional Wood Pole
 Span of Conductor

N
N
N

<u>Monthly Charge</u>
\$2.78/pole
\$2.01/span

Each lighting unit shall consist of a mast arm mounted sodium vapor fixture installed, owned, operated and maintained by the Company.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery as shown on Sheet No. 45.1.

Continued on Sheet 41.2

N

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 In Case No: U-14745

RATE "Z-4" - DUSK TO DAWN OUTDOOR SECURITY LIGHTING

N
R
D
R
R
R
N
N
N
N
N
N
N

Continued from Sheet No. 41.1

CONTRACT: Customers will sign 3 year individual customer contracts.

RULES APPLYING:

- (1) Service is governed by the Company's Standard Rules and Regulations.
- (2) Company will provide normal maintenance to the lighting unit including the fixture, lamp, ballast, photoelectric control, mounting brackets and all necessary wiring. Company will furnish all electric energy required for operation of unit.
- (3) Normal lamp replacement shall be the responsibility of the Company. Breakage by vandalism or malicious mischief shall be at customer's expense.
- (4) For service under this schedule, installation of the unit must be on an existing utility pole upon which the Company's secondary lines are already attached.
- (5) The customer shall make a special facilities, non-refundable payment for any conductor costs over 200 feet or for additional poles that are required to support the area light secondary.
- (6) Requested higher-than-standard mounting heights are considered a refundable special facility. The customer is required to pay the cost difference of a standard pole and the special pole.
- (7) Customers shall pay time and material costs for installation of lights in areas that the customer has previously requested removal of lights if both requests happen within a twelve-month time period.



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VP Regulatory Affairs
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RATE "W-2" - OFF-PEAK WATER HEATING SERVICE

This rate sheet was cancelled.

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By W L Bourbonnais
Manager-Rates & Econ Eval
Green Bay, Wisconsin

MICHIGAN PUBLIC
SERVICE COMMISSION

FEB 28 2003

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JKB

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In Case No: U-13497

CANCELLED

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Green Bay, Wisconsin

Effective for Service
On and After 6-28-06
Issued Under Auth. of
Mich Public Serv Comm
Dated 6-27-06
In Case No: U-14745

POWER SUPPLY COST RECOVERY -- IRON RIVER SYSTEM

A. PSCR Factors:

All rates for electric service shall include an amount up to the Power Supply Cost Recovery Factor (the PSCR Factor) for the specified billing period as set forth below.

The PSCR Factor for a given month will consist of an increase or decrease of 0.010748 mills per kWh for all of its customers in the Iron River System for each full 0.01 mill increase or decrease in the projected power supply costs for that month above or below a cost base of 52.05 mills per kWh, rounded to the nearest one-hundredth of a mill per kWh. The projected power supply costs per kWh shall equal the total projected net power cost in that month divided by the sum of that month's projected net system kWh requirements.

An amount not exceeding the PSCR Factor for each month shall be placed into effect in the first billing cycle of that monthly billing period and shall continue in effect until the first billing cycle of a subsequent month for which a subsequent PSCR Factor becomes operative.

B. Monthly Reports:

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

C. Annual Reconciliation:

All fuel cost and purchased and net interchanged power revenues received by the Company, whether included in base rates or collected pursuant to a fuel and purchased power cost adjustment clause or a power supply cost recovery clause, shall be subject to annual reconciliation with the cost of fuel and purchased and net interchanged power. Such annual reconciliation shall be conducted in accordance with the reconciliation procedures described in Section 6j(12) to (18) of 1939 PA 3, as amended, including the provisions for refunds, additional charges, deferral and recovery, and shall include consideration by the Commission of the reasonableness and prudence of expenditures charged pursuant to any fuel and purchased power cost adjustment clause in existence during the period being reconciled.



Continued on Sheet No. 45.1

Issued 6-27-06
By J F Schott
VP Regulatory Affairs
Green Bay, Wisconsin

Effective for bills rendered
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of August-Dec 2006
Issued under the authority of
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Case No. U-14745

POWER SUPPLY COST RECOVERY IRON RIVER SYSTEM

Continued from Sheet No. 45.0

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 and file a revision of the following list.

Iron River System

Power Supply Cost Recovery Factors

Billing Months	Maximum Authorized Factor \$/kWh	Actual Factor Billed \$/kWh	2005 Applied Reconciliation Factor \$/kWh
January 2006	\$0.00183	\$0.00183	
February 2006	\$0.00183	\$0.00183	
March 2006	\$0.00183	\$0.00183	
April 2006	\$0.00183	\$0.00183	
May 2006	\$0.00183	\$0.00183	
June 2006	\$0.00183	\$0.00183	
July 2006	\$0.00183	\$0.00183	
August 2006	(\$0.01319)	(\$0.01319)	
September 2006	(\$0.01319)	(\$0.01319)	
October 2006	(\$0.01319)	(\$0.02894)	(\$0.02297)
November 2006	(\$0.01319)	(\$0.02894)	
December 2006	(\$0.01319)	(\$0.01319)	

R

Due to an over-collection the PSCR rate is reduced for October and November.

October 2006, credit of \$0.02297 per kWh as authorized in Order No. U-14262-R (2005 Power Supply Cost Recovery Reconciliation)

The factors for the months January through July reflect a PSCR base of 38.10 mills per kWh and a loss adjustment of 0.010880.

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 By J F Schott
 VP Regulatory Affairs
 Green Bay, Wisconsin

Michigan Public Service
 Commission

November 14, 2006

Filed AL

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 for the billing months
 of October-Dec 2006
 Issued under the authority of
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 Dated 9-26-06
 Case No. U-14262-R

Schedule PSDS -Power Supply Default Service

N Territory Applicable : All areas served in the Company's Iron River System.

N Availability and Prior Notice Requirements

N This service is available, on a best-efforts basis to a Customer
N requesting power supply service with less than twelve months prior
N notice given to Company. The Company is not required to build or
N purchase new capacity or interrupt firm Customers to provide
N service under this schedule.

N Conditions for Mandatory Default Service

N This service is mandatory for a Customer receiving distribution
N delivery service from Company and who has no AES Power Supply or
N Company Power Supply. Company will, on a best efforts basis,
N provide power supply service to Customer. Customer is obligated
N to pay Company for all costs associated with Company providing
N Customer with Power Supply Default Service.

N Retail Access Service Tariff

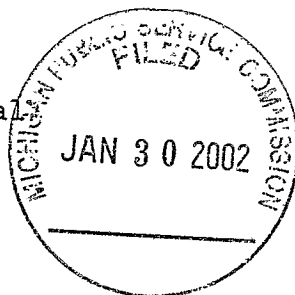
N Service according to this schedule is subject to the terms and
N conditions contained in Retail Access Service Tariff RAST.
N Specifically, section 2.6 of Retail Access Service Tariff RAST
N describes additional conditions under which a Customer may receive
N Default Service.

N Type of Service

N Under Power Supply Default Service, Company is committed to
N provide, if available, Electric Power Supply to meet Customer's
N load. This supply is delivered to Customer's Distribution Point
N of Receipt in amount to adequately serve customer load plus
N applicable Distribution System Electric Power Losses. In securing
N Default Service to meet Customer's load, Company may be required
N to request additional electric transmission to accommodate
N delivery of Power Supply.

N Continued to Sheet No. 46.1

Issued: 12-20-01
By W L Bourbonnais
Manager-Rates & Econ Eval
Green Bay, Wisconsin



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On and After: 1-1-02
Issued Under Auth. of
Mich Public Serv Comm
Dated: 10-11-01
In Case No: U-12650

Schedule PSDS -Power Supply Default Service

N Continued from Sheet No. 46.0

N Term and Form of Contract and Prior Notice Provisions

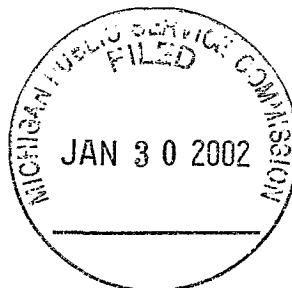
N For all service under this schedule Customer shall sign a written
N Power Supply Default Service Agreement either prior to or as soon
N as possible after an AES default condition exists and customer
N needs the Company to provide power supply. The maximum term for
N Power Supply Default Service is twelve months.

N Power Supply Default Service Charge

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

- N 1. The Company's applicable Power Supply Service rate for the
N Customer(s) according to the applicable Company rate schedule,
N or
N 2. 110 percent times the sum of Company's highest hourly
N incremental cost of any purchases of Power and allocated
N capacity costs associated with any purchases utilized to meet
N the Customer(s) hourly electricity load plus distribution
N losses, plus applicable transmission charges,
N or
N 3. 110 percent times the sum of Company's highest hourly
N incremental cost of generation and allocated capacity costs
N associated with generation utilized to meet the Customer(s)
N hourly electricity load plus distribution losses, plus
N applicable transmission charges.

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Manager-Rates & Econ Eval
Green Bay, Wisconsin



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Dated: 10-11-01
In Case No: U-12650

RATE CAB - TV POLE CONTACT RENTAL RATE

WHO MAY TAKE SERVICE:

All attaching parties as defined in 1980 PA 470, MCLA 460.6g.

TERRITORY APPLICABLE:

All territory served in the Company's Iron River District.

CHARACTER OF SERVICE:

Permission for attachment of cables, wires and appurtenances to the Company's facilities, where reasonably available and where such use will not interfere with the Company's own service requirements or the use of its facilities by others, including considerations of economy and safety, and where such use is permitted by law.

RATE:

Initial Application Fee: \$1.00 per pole

Attachment Fee: \$3.74 per pole per annum based upon the number of poles to which attachments are actually made on the first day of July each year.

TERMS OF PAYMENT:

Due and payable annually, in advance, on the first day of August of each year.

RULES APPLYING:

Utility pole attachments are governed by 1980 PA 470, MCLA 460.6g and any rules promulgated by the MPSC applicable thereto.

SPECIAL TERMS AND CONDITIONS:

All cable television companies are required to enter into the standard license and pole contact agreement filed with the MPSC in Case No. U-8164 and are governed by the terms of that agreement, except for any such terms that are inconsistent with the regulatory jurisdiction and authority of the MPSC. Each agreement shall have an initial term of one year or more. Approval of agreements with attaching parties other than cable television companies will be obtained from the MPSC.

Issued: November 17, 1999

By: C. Fisher, President/CEO
Houghton, Michigan



Effective for Service
On and After: November 17, 1999

Issued under the authority of the
Michigan Public Service Commission
Order dated November 16, 1999, in
Case No. U-12092.

RETAIL ACCESS SERVICE TARIFF

1.0 INTRODUCTION AND DEFINITIONS

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. This tariff includes the following sections:

Introduction and Definitions	Section 1.0
Customer	Section 2.0
Alternative Electric Supplier (AES)	Section 3.0
Dispute Resolution	Section 4.0
Liability	Section 5.0

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.

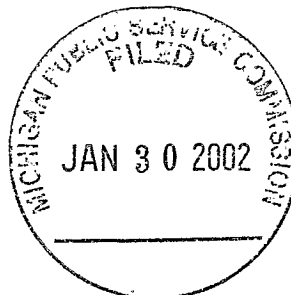
1.1 The Customer Role

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.

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Green Bay, Wisconsin



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RETAIL ACCESS SERVICE TARIFF

1.2 The 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" or "AES" means 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" means the Michigan Public Service Commission.

"Company" means Upper Peninsula Power Company or its agent.

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"Customer" means, 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" means 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.

"Demand" means 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" means the point of interconnection between the Company's Distribution System and the Customer's service Location.

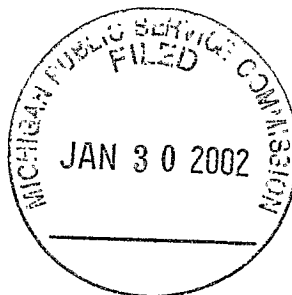
"Distribution Point of Receipt" means the point of interconnection between the Company's Distribution System and the Transmission System or other facilities where electric Energy is received for delivery to a Customer.

"Distribution System" means 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" means a request by an AES to terminate Generation Service to a Customer.

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RETAIL ACCESS SERVICE TARIFF

"Energy" means 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" means a meter capable of measuring and recording energy on a kWh basis.

"Enrollment" means 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" means the provision of retail regulated electric service including generation, transmission, distribution and ancillary services all provided by the Company.

"Generation Service" means the provision of electric Power and related ancillary services.

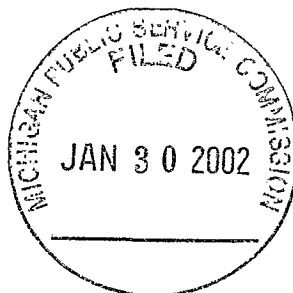
"Interval Demand Meter" means a meter capable of measuring and recording kW demands and kVAR demands on a sub-hour time interval and hourly integrated basis and measuring energy in kWh on a cumulative basis.

"Load" means any end-use device drawing energy from the electric system.

"Load Profile" means 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.

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RETAIL ACCESS SERVICE TARIFF

"Location" means each Customer facility whether owned or leased.

"Maximum Demand" means 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.

"Open Access Transmission Tariff (OATT)" means 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" means an individual, governmental body, corporation, partnership, association, or other legal entity.

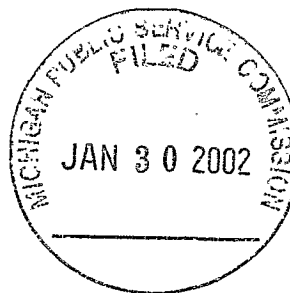
"Power" means a combination of the electric Demand and Energy requirements of the Customer.

"Retail Access Service" means 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" means the services offered by the Company under terms and conditions approved by the Commission.

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"Settlement Invoice" means 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" means 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" means 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" means a Customer move from one provider of Generation Service and transmission service to another.

"Switch Date" means the date on which the Customer is actually assigned to a new AES for purposes of Energy supply responsibility.

"Switch Request" means a request by an AES to switch a Customer from the Company or another AES to the requesting AES, for Generation Service.

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"Switch Response" means 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" is 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" means 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" means 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.

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RETAIL ACCESS SERVICE TARIFF

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

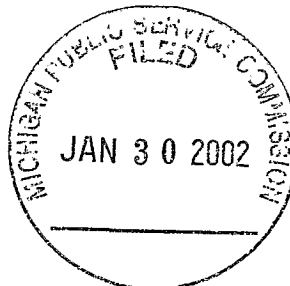
A Customer's eligibility to take Retail Access Service is subject to the full satisfaction of any terms or conditions imposed by pre-existing contracts with or tariffs of the Company. Customers must have satisfied any past due amounts for Regulated Electric Service owed to the Company under any other 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 \$20/account that will be billed to the Customer.

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RETAIL ACCESS SERVICE TARIFF

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.

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RETAIL ACCESS SERVICE TARIFF

- 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 \$5 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.

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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.

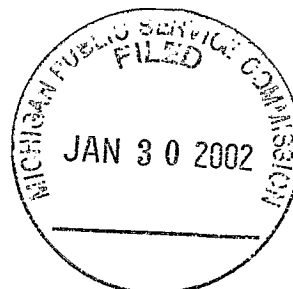
2.5 Metering and Load Profiling

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 25 kw or more 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.

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RETAIL ACCESS SERVICE 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.

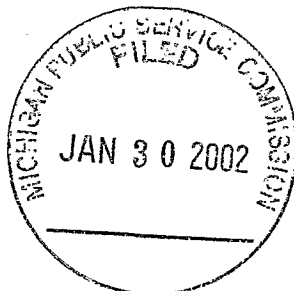
If a Customer is not able to allow sharing of a telephone connection, the Customer may be required to obtain a separate telephone connection for such purposes and Customer shall pay all charges therewith. The Customer is responsible for assuring the performance of the telephone connection.

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 \$28 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.

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- 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.
- 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.

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- 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.

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- 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.

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- 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, MAC R 460.2101 et seq., as amended, for residential customers, and MAC R 460.3901 et seq., as amended, for nonresidential customers.
- 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.

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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.

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.

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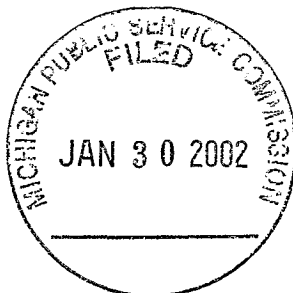
- 3.1.3 AES has complied with all applicable statutory and administrative requirements.
- 3.1.4 The AES has demonstrated Uniform Data Transaction capability, which meets the Company's defined standards and protocols.
- 3.1.5 The AES has executed a Retail Access Service agreement (which may include, but 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.

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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. Any 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.

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- 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.

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- 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).
- 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.

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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.

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- 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.

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 are:

Primary	1.072
Secondary	1.18

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RETAIL ACCESS SERVICE TARIFF

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.

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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 Eastern Prevailing Time (PT) on the payment date, and
- B. All Settlement Invoices with net funds owed to an AES shall be paid by 1400 Eastern PT 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.
- 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.

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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.

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.

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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.

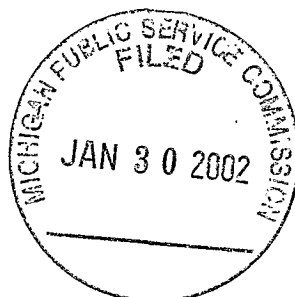
4.3.2 If the dispute is not resolved in five business days, the parties shall attempt to resolve the dispute by promptly appointing a senior representative of each party to attempt to mutually agree upon a resolution. The two senior representatives shall meet within ten (10) business days. If the two 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.

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- 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.

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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NATUREWISE

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

A-1	WP-1T
A-2	WP-3
AH-1	Z-1
AH-2	Z-2
C-1	Z-3
C-2	Z-4
H-1	SL-2
H-2	SL-3
P-1	SL-4
P-2	SL-5
WP-1D	SL-6
WP-2	SL-7

Note: Customers on the seasonal billing option are not eligible.

Rate

\$4.00 / 100 kWh Renewable Energy Block

NOTE: Charge for Renewable Energy Block represents a premium over and above 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.

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NATUREWISE

Terms & Conditions

1. 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.
2. 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.
3. Company retains the right to require contracts with up to one-year terms for customers purchasing twenty or more 100 KWh Renewable Energy Blocks.
4. 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.
5. Power Supply Cost Factors shall apply to the renewable energy block(s) in the same manner as applied to other electric consumption of the customer.
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 customers 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.
9. Renewable Generation Supply can be obtained by the purchase of power from renewable generators or purchase of renewable credits.

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Rate "PG-NM" Parallel Generation - Net Metering Program

EFFECTIVE IN

All territory served.

AVAILABILITY

To full requirements (non-interruptible) customers being served under the A-1, AH-1, C-1, H-1, P-1, WP-1D, WP-1T, A-2, AH-2, C-2, H-2, P-2, and WP-2, tariffs with renewable electric generation facilities that are interconnected with the Company's power supply and rated at less than 30 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 100 kW or 0.1% of the Company's previous year's peak demand measured in kW for the Company's retail load.

MONTHLY RATE

Distribution Charges:

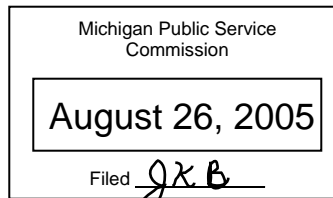
A customer enrolled in the Net Metering Program shall pay the Distribution Charges associated with the Company's standard service tariff applicable to the customer. Such charges shall be computed based upon the energy delivered by the Company to the customer without reduction for the energy, if any, delivered by the customer to the Company.

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. Such charges shall be computed based upon the net energy delivered by the Company

Continued to Sheet No. 62.1

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Rate "PG-NM" Parallel Generation - Net Metering Program

Continued from Sheet No. 62.0

to the customer, calculated by subtracting the energy, if any, delivered by the customer to the Company from the energy delivered by the Company to the customer. However, if the Power Supply Charge is negative, the negative Power Supply Charge shall not be used to reduce the customer's current monthly bill, instead, the negative Power Supply Charge shall be allowed to accumulate as a credit to offset Power Supply Charges in the next billing period. Such credits, if any, will be carried over from month to month until the December billing period. At the end of the December billing period, cumulative credits, if any, will be retained by the Company (to offset costs associated with the Net Metering Program) and the customer's credit balance shall be reset to zero.

Minimum Charge

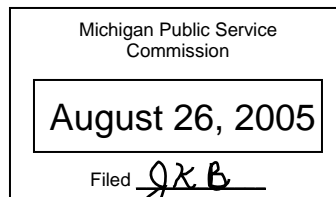
The monthly minimum charge is the applicable customer charge.

Metering

Participation in the Net Metering Program requires metering equipment capable of measuring the energy that is supplied by the Company to the customer separately from the energy generated by the customer and delivered to the Company. If the existing electrical meter installed at the customer's facility is not capable of separately measuring the flow of electricity in both directions, the customer shall be responsible for all expenses for the purchase and installation of an appropriate meter or meters with such capability.

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Rate "PG-NM" Parallel Generation - Net Metering Program

Continued from Sheet No. 62.1

TERMS AND CONDITIONS

1. Renewable resource generators are generating systems which exclusively utilize solar, wind, geothermal, biomass, including waste-to-energy and landfill gas, or hydroelectric.

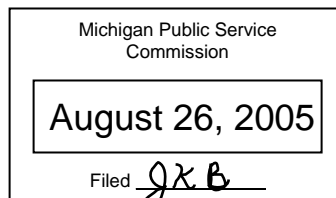
Biomass systems are allowed to blend up to 25% fossil-fuel as needed to ensure safe, environmentally sound operation of the renewable energy system. A customer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Company substantiating the percentage of the 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."

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. For dispatchable generators, the nameplate rating of the generator shall be less than 30 kW and shall not be sized to exceed the customer's capacity needs. For non-dispatchable generators, the system shall not exceed the customer's annual energy needs, measured in kWh. 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.

Continued to Sheet No. 62.3

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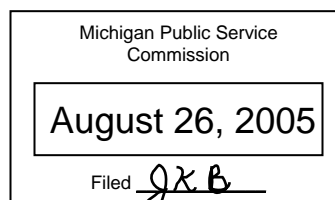
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Rate "PG-NM" Parallel Generation - Net Metering Program

Continued from Sheet No. 62.3

4. 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.
5. The customer is required to provide the Company with a projected output of the generating unit based on an engineering study or data from the manufacturer of the generator when making application for enrollment in the Net Metering Program.
6. This service shall be available to new customers through July 30, 2010. Customers that participate under the program shall be allowed to take service under this tariff for a minimum of ten years.
7. 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 Net Metering service.

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