

D1. Power Supply Cost Recovery	PSCR
<p>A. PSCR Factors:</p> <p>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.</p> <p>The PSCR Factors for a given month will consist of an increase or decrease of 0.010623 mills per kWh for all customers in the Integrated System and 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 42.90 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.</p> <p>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.</p> <p>B. Monthly Reports:</p> <p>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.</p> <p>C. Annual Reconciliation:</p> <p>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.</p>	

Continued on Sheet No. D-2.00

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Director - Regulatory Affairs
Marquette, Michigan

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC
(2025 PSCR Plan, Case No. U-21602)

213th Revised Sheet No. D-2.00
Replaces 212th Revised Sheet No. D-2.00

D1. Power Supply Cost Recovery

PSCR

Continued from Sheet No. D-1.00

Should the Company apply lesser factors than those below, 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.

ALL CLASSES

Billing Months	Power Supply Cost Recovery Factors			
	Authorized 2025 Plan Year PSCR Factor \$/kWh	Prior Years Over/Under Recovery Factor \$/kWh	Maximum Authorized 2025 PSCR Factor \$/kWh	Actual Factor Billed \$/kWh
January 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
February 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
March 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
April 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
May 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
June 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
July 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
August 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
September 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
October 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
November 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422
December 2025	\$0.01375	\$0.00047	\$0.01422	\$0.01422

Continued on Sheet No. D-3.00

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D1. Power Supply Cost Recovery					PSCR
Continued from Sheet No. D-2.00					
<u>ALL CLASSES</u>					
Power Supply Cost Recovery Factors					
	Billing Months	Authorized 2024 Plan Year PSCR Factor \$/kWh	Prior Years Over/Under Recovery Factor \$/kWh	Maximum Authorized 2024 PSCR Factor \$/kWh	Actual Factor Billed \$/kWh
R	January 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	February 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	March 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	April 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	May 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	June 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	July 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	August 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	September 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	October 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	November 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504
R	December 2024	\$0.01229	\$0.00331	\$0.01560	\$0.01504

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D2. Residential Service

A-1

WHO MAY TAKE SERVICE:

Any residential customer in a single family dwelling or a duplex using service for domestic purposes. This rate is also available to certain multiple dwellings in accordance with the standard rules. Services to garages and outbuildings not used for commercial purposes will also be classified as residential. Farm customers using electric service for the production of agricultural products for commercial purposes will be placed on the appropriate commercial rate. 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.

CHARACTER OF SERVICE:

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

RATE: DISTRIBUTION SERVICE

Service Charge:
\$15.00/Mo. for Year-Round
\$0.4932/Day for Year-Round
\$30.00/Mo. for Seasonal
\$0.9863/Day for Seasonal

Energy Charge:
\$0.13567 per kWh for all kWh

POWER SUPPLY SERVICE (Optional)

Energy Charge:
Non-Capacity \$0.08567 per kWh for all kWh
Capacity \$0.00623 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 shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

Continued on Sheet No. D-5.00

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D2. Residential Service

A-1

Continued from Sheet No. D-4.00

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

- N i) A Home Heating Credit energy draft
- N ii) State Emergency Relief
- N iii) Assistance from a Michigan Energy Assistance Program (MEAP)
- N iv) Medicaid
- N v) Supplementary Nutrition Assistance Program (SNAP)

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

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

N DELIVERY CHARGES: These charges are applicable to Full Service
 N customers.

N INCOME ASSISTANCE CREDIT: \$(15.00) per customer per month.

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

TERMS OF PAYMENT:

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

RULES APPLYING:

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

SEASONAL BILLING:

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.

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.

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D2. Residential Service

A-2

R

This sheet has been cancelled and is reserved for future use.

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D2. Residential Service

A-2

R

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In Case No: U-20276

	D2. Residential Heating Service	AH-1
	WHO MAY TAKE SERVICE:	
	Any residential customer in a single family dwelling or a duplex using service for domestic 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. Services to garages and outbuildings not used for commercial purposes will also be classified as residential. Farm customers using electric service for the production of agricultural products for commercial purposes will be placed on the appropriate commercial rate. 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.	
	CHARACTER OF SERVICE:	
	Single-phase, alternating current, 60 hertz, nominally at 120/240 volts.	
	RATE:	
	<u>DISTRIBUTION SERVICE</u>	
	Service Charge:	
	\$15.00 per month	
	\$0.4932 per day	
	Energy Charge:	
	For billing months of June through September	
R	\$0.13567 per kWh for all kWh	
	For billing months of October through May	
R	\$0.13567 per kWh for the first 500 kWh	
R	\$0.06783 per kWh for the excess	
	<u>POWER SUPPLY SERVICE (Optional)</u>	
	Energy Charge:	
	For billing months of June through September	
R	Non-Capacity \$0.08567 per kWh for all kWh	
R	Capacity \$0.00623 per kWh for all kWh	
	For billing months of October through May	
R	Non-Capacity \$0.08567 for the first 500 kWh	
R	Capacity \$0.00623 for the first 500 kWh	
R	Non-Capacity \$0.04284 for the excess kWh	
R	Capacity \$0.00311 for the excess kWh	
	POWER SUPPLY COST RECOVERY CLAUSE:	
	This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.	
	ENERGY OPTIMIZATION SURCHARGE:	
	This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.	
	MINIMUM CHARGE:	
	The service charge included in the rate.	
	Continued on Sheet D-9.00	

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Marquette, Michigan



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D2. Residential Heating Service**AH-1**

Continued from Sheet-D-8.00

INCOME ASSISTANCE SERVICE PROVISION (RIA):

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

- i) A Home Heating Credit energy draft
- ii) State Emergency Relief
- iii) Assistance from a Michigan Energy Assistance Program (MEAP)
- iv) Medicaid
- v) Supplementary Nutrition Assistance Program (SNAP)

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

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

DELIVERY CHARGES: These charges are applicable to Full Service customers.

INCOME ASSISTANCE CREDIT: \$(15.00) per customer per month.

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

TERMS OF PAYMENT:

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

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".
- 3) Permanently installed heating equipment is heating equipment that is hard-wired into an electric panel which may or may not have a plug.

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UPPER PENINSULA POWER COMPANY

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D2. General Service	C-1
<p>WHO MAY TAKE SERVICE: Any customer for commercial or industrial purpose with a billing demand of less than 25 kW. 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.</p>	
<p>CHARACTER OF SERVICE: Single or three-phase, alternating current, 60 hertz at standard available voltages.</p>	
<p>RATE: <u>DISTRIBUTION SERVICE:</u> Service Charge: \$19.00 per month \$0.6247 per day</p> <p>Energy Charge: \$0.16047 per kWh for all kWh</p> <p> <u>POWER SUPPLY SERVICE (Optional)</u> Energy Charge: Non-Capacity \$0.08927 per kWh for all kWh Capacity \$0.00641 per kWh for all kWh</p>	<p>R</p> <p>R</p> <p>R</p>
<p>MINIMUM CHARGE: The service charge included in the rate, plus the energy optimization surcharge.</p>	
<p>POWER SUPPLY COST RECOVERY CLAUSE: This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.</p>	
<p>ENERGY OPTIMIZATION SURCHARGE: This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.</p>	
<p>TERMS OF PAYMENT: Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.</p>	
<p>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.</p>	

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D2. General Service**C-1**

DEMAND WAIVER FOR ELECTRIC VEHICLE CHARGERS:

An Electric Vehicle Charger ("EVC") customer may take service under rate schedule C-1 if the following criteria are met:

- (1) The maximum monthly 15-minute average demand must not exceed 150 kW.
- (2) The EVC installations taking service under rate schedule C-1 pursuant to the terms of the demand waiver are required to establish a new, dedicated service for the EVC system.
- (3) EVC equipment load that is aggregated with other material non-EVC load at existing or new service locations are not permitted to participate in the Demand Waiver for Electric Vehicle Chargers.
- (4) EVC systems must be installed in locations where the existing distribution network can support the additional load without material modifications or incurrence of atypical interconnection costs, unless otherwise approved by the Company.
- (5) The Demand Waiver for Electric Vehicle Chargers will expire no later than January 1, 2027.

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D

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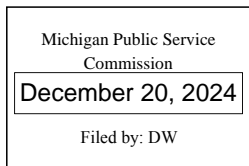
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	D2. Commercial Heating Service	H-1
	WHO MAY TAKE SERVICE: Any customer for commercial purposes provided that their electric space heating facilities are permanently installed and are the primary source of space heating. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.	
	CHARACTER OF SERVICE: Single or three-phase, alternating current, 60 hertz, nominally at 120/240 volts.	
	RATE: <u>DISTRIBUTION SERVICE</u> Service Charge: \$19.00 per month \$0.6247 per day	
	Energy Charge: For billing months of June through September	
R		\$0.16047 per kWh for all kWh
	For billing months of October through May	
R		\$0.16047 per kWh for first 1000 kWh
R		\$0.08024 per kWh for the excess
	<u>POWER SUPPLY SERVICE (Optional)</u> Energy Charge: For billing months of June through September	
R	Non-Capacity	\$0.08927 per kWh for all kWh
R	Capacity	\$0.00641 per kWh for all kW
	For billing months of October through May	
R	Non-Capacity	\$0.08927 per kWh for first 1000 kWh
R	Capacity	\$0.00641 per kWh for first 1000 kWh
R	Non-Capacity	\$0.04464 per kWh for the excess
R	Capacity	\$0.00320 per kWh for the excess
	MINIMUM CHARGE: The service charge included in the rate, plus the energy optimization charge.	
	POWER SUPPLY COST RECOVERY CLAUSE: This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.	
	ENERGY OPTIMIZATION SURCHARGE: This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.	
	Continued to Page D-14.10	

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D2. Commercial Heating Service

H-1

Continued from Page D-14.00

N
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TERMS OF PAYMENT:

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

RULES APPLYING:

- 1) Service is governed by the Company's Standard Rules and Regulations.
- 2) Permanently installed heating equipment is heating equipment that is hard-wired into an electric panel which may or may not have a plug.

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D2. Light and Power Service	P-1
WHO MAY TAKE SERVICE:	Any customer for light and power purposes with a billing demand equal to or greater than 25 kW but less than 200 kW. To qualify, the customer must maintain a demand equal to or 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.
CHARACTER OF SERVICE:	Single or three-phase, alternating current, 60 hertz at standard available voltages.
RATE: <u>DISTRIBUTION SERVICE</u>	Service Charge: \$37.00 per month \$1.2164 per day
R	Demand Charge: \$8.17 per kW per month
R	Energy Charge: \$0.04013 per kWh for all kWh
<u>POWER SUPPLY SERVICE (Optional)</u>	Demand Charge: Capacity \$6.57 per kW per month Non-Capacity \$1.00 per kW per month
R	Energy Charge: \$0.07564 per kWh for all kWh
R	
R	
MINIMUM CHARGE: The capacity charge for 25 kW or the contract minimum, whichever is greater, plus the energy optimization charge.	
POWER SUPPLY COST RECOVERY CLAUSE: This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.	
ENERGY OPTIMIZATION SURCHARGE: This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.	
POWER FACTOR BILLING ADJUSTMENT: This rate is subject to the Company's Power Factor Billing Adjustment.	
Continued on Sheet No. D-17.00	

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D2. Light and Power Service

P-1

Continued from Sheet No. D-16.00

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% may 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.

RULES APPLYING:

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

D

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D2. Large Commercial & Industrial Service

Cp-U

WHO MAY TAKE SERVICE:

This schedule is applicable to customers whose monthly demand is equal to or greater than 200 kW for three consecutive months and at least once in each succeeding 12 month period and others taking standby service. This service is not available for customers required to take service under the Power Supply Default Service. Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

R
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Customers that take service directly from a company-owned substation where a de minimis amount of load is served in conjunction with other Customer accounts, as determined by the Company in its sole discretion, will be classified as Transmission and shall receive the Substation Transformer Capacity charge.

MONTHLY RATE

	<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
<u>DISTRIBUTION SERVICE</u>			
<u>Customer Charge:</u>			
Monthly	\$500.00	\$650.00	\$1500.00
Daily	\$16.4383	\$21.3698	\$49.3150
 <u>Demand Charge</u>			
1. <u>Customer Demand:</u> \$/KW	\$7.48	\$4.38	\$0.00
Per KW of maximum demand during the current and preceding 11 months, plus,			
2. <u>On-Peak</u>			
Firm Demand: \$/KW	\$7.88	\$4.61	\$3.39
Interruptible Demand: \$/KW	\$7.88	\$4.61	\$3.39
7:00 AM to 11:00 PM; Monday through Friday (except holidays).			
<u>Substation Transformer Capacity:</u> \$/kVA			\$1.04

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Continued to Sheet No. D-25.20

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By G R Haehnel
Chief Executive Officer
Marquette, Michigan

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

8th Rev. Sheet No. D-25.20
Replaces 7th Rev. Sheet No. D-25.20

D2. Large Commercial & Industrial Service		Cp-U		
Continued from Sheet No. D-25.10				
		Secondary	Primary	Transmission
<u>POWER SUPPLY SERVICE (Optional)</u>				
	<u>On-Peak</u>			
	<u>Firm Demand: \$/kW</u>			
R	Capacity	\$5.48	\$4.93	\$4.39
R	Non-Capacity	\$0.97	\$0.88	\$0.78
R	Total	\$6.45	\$5.81	\$5.17
	<u>Interruptible Demand: \$/kW</u>			
R	Capacity	\$0.00	\$0.00	\$0.00
R	Non-Capacity	\$0.00	\$0.00	\$0.00
R	Total	\$0.00	\$0.00	\$0.00
	7:00 AM to 11:00 PM; Monday through Friday (except holidays).			
	<u>Energy Charge</u>			
	1. <u>On-Peak</u>			
R	<u>Energy Charge:\$/kWh</u>	\$0.08069	\$0.07778	\$0.07493
	7:00 AM to 11:00 PM; Monday through Friday (except holidays).			
	2. <u>Off-Peak</u>			
R	<u>Energy Charge:\$/kWh</u>	\$0.05246	\$0.05056	\$0.04871
	11:00 PM to 7:00 AM; Monday through Friday, all day Saturday, Sunday, and holidays.			
	<u>MINIMUM CHARGE</u>			
	The monthly minimum charge is the customer charge, demand charges, substation charges and the energy optimization charge.			
	<u>POWER SUPPLY COST RECOVERY CLAUSE</u>			
	This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.			
	<u>PRIMARY & TRANSMISSION CHARGES</u>			
	The customer shall provide a support for the company to terminate the primary conductors and install other required equipment. Customer owned substation equipment shall be operated and maintained by the customer. The support and substation equipment is subject to the company's inspection and approval.			
	<u>ENERGY OPTIMIZATION</u>			
	This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D- 73.00.			
	<u>DEFINITIONS</u>			
	For customers with company metering equipment installed at:			
	Secondary	Under 6,000 volts		
	Primary	6,000 volts to 15,000 volts, inclusive		
	Transmission	Over 15,000 volts		
	Continued to Sheet No. D-25.30			

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D2. Large Commercial & Industrial Service Rules

Cp-U

Continued from Sheet No. D-25.20

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

STANDBY SERVICE

Where service is made available to loads which can be served by a source of power other than the company's (excluding emergency standby maintained in the event of failure of company's supply), billing shall be at the above rate, but the monthly minimum demand charge (total of customer demand charge, on-peak demand charge, and substation transformer capacity charge) for standby service shall be not less than the following per KW of contracted demand:

Cp-U Secondary: \$3.50
Cp-U Primary: \$2.75
Cp-U Transmission: \$2.00

This standby service clause assumes that standby customers shall schedule normal maintenance of the customer-owned source of power during periods of the year that are satisfactory to the company. Accordingly, customers shall advise the company of planned maintenance with as much advance notice as possible. These waivers are granted on a conditional basis. The company will rescind the waiver of increased demand during times of emergency interruptions. The company shall confirm in writing the maintenance schedule that is satisfactory to both parties.

The portion of the on-peak demand shall be billed on a prorated basis on a \$/KW/day basis as shown below.

Pro-ration Formula - Firm Load:

$$\text{On Peak Demand Charge} * \frac{\text{Number of Approved Nonholiday Weekdays in Billing Cycle}}{\text{Number of Nonholiday Weekdays in Billing Cycle}}$$

Pro-ration Formula - Interruptible Load:

$$\text{Variable Interruptible Demand Charge} * \frac{\text{Number of Approved Nonholiday Weekdays in Billing Cycle}}{\text{Number of Nonholiday Weekdays in Billing Cycle}}$$

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Continued to Sheet No. D-25.40

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D4. Large Commercial & Industrial Service Rules**Cp-U**

Continued from Sheet No. D-25.30

N These billing benefits shall only apply to the unusual portion of the customer's
 N monthly demand. All demands except that portion of the peak load demand
 N resulting from a company-approved maintenance schedule shall be billed as
 N standard normal demand in accordance with all other sections of this rate
 N schedule. The above clause shall not apply to customer-owned generation served
 N under the Standby Service clause of this rate schedule and/or Maintenance Rate
 N of any net metering or parallel generation rate schedule because customers
 N served under these clauses have similar provisions within their clauses.

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

REACTIVE LOAD

The customer shall keep his lagging reactive load at a level that does not exceed his Kw demand and shall not operate with a leading reactive load.

SHORT TERM SERVICE

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

1. a) For holiday/decorative lighting see Schedule SL-X,
 b) For special events or construction see Sheet No. C-19.00, Section III - Line Extension Construction Policy Temporary Service.
2. Standard proration rules shall apply to the initial and final billing periods.
3. At the expiration of any month, the customer may cancel his contract for service under these provisions and may contract for one year or more under the standard rate applicable to his service.

VARIATION OF DEMAND

Variation of customer load shall be limited to time changing demand levels which are within system standards of operation as established by the company. Failure to take service in a manner which meets these standards may result in discontinuation of service.

Continued to Sheet No. D-25.50

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D4. Large Commercial & Industrial Service Rules

Cp-U

Continued from Sheet No. D-25.40

DETERMINATION OF DEMAND

The customer demand in kilowatts shall be the highest single 15 minute integrated load observed or recorded during the current or preceding 11 months. For new Cp-U customers, this demand provision applies on and after the date of transfer to this rate schedule.

The on-peak billing demand in kilowatts shall be the highest single 15 minute integrated load observed or recorded during each respective time period in the month, provided that no billing demand shall be less than 60% of the highest billing demand of the preceding 11 months and, in no case, less than 200 Kw.

Unusual on-peak billing demands approved by advance authority from the company shall be billed but will not be considered in the determination of the 60% ratchet. Customer requests for unusual demands shall be made in advance with as much allowance as possible. The advance authorization from the company shall be confirmed in writing.

HOLIDAYS

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

ESTIMATION PROCEDURE

In the event of loss of data for calculation of one or more billing parameters, the company shall forecast on the basis of historic billing parameters to obtain an estimate of current month's billing parameters. This estimate shall be subject to modification or replacement based on known and quantifiable operating conditions of the current month.

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC
(To combined cancelled tariff sheets)

4th Rev. Sheet No. D-26.00
3rd Rev. Sheet No. D-27.00

*These sheets have been cancelled and
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	D2. Light and Power Service	WP-3
	WHO MAY TAKE SERVICE:	
	Any customer for light and power purposes with a billing demand equal to or greater than 5,000 kW and 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.	
R	Customers that take service directly from a company-owned substation where a de minimis amount of load is served in conjunction with other	
R	Customer accounts, as determined by the Company in its sole	
R	discretion, will be classified as Transmission and shall receive the	
R	Substation Transformer Capacity charge.	
	CHARACTER OF SERVICE:	
	Three-phase, alternating current, 60 hertz at standard available voltages.	
	RATES: <u>DISTRIBUTION SERVICE</u>	
	Customer Charge:	
	Monthly	\$1500.00
	Daily	\$49.3150
	Customer Demand Charge per month: \$/kW	\$0.00
R	Firm Demand Charge per month: \$/kW	\$2.89
R	Interruptible Demand Charge per month: \$/kW	\$2.89
	Substation Transformer Capacity: \$/kVa	\$1.04
	<u>POWER SUPPLY SERVICE (Optional)</u>	
	<u>Firm Demand Charge per month: \$/kW</u>	
R	Capacity	\$4.39
R	Non-Capacity	\$0.78
R	Total	\$5.17
	<u>Interruptible Demand Charge per month: \$/kW</u>	
R	Capacity	\$0.00
	Non-Capacity	\$0.00
R	Total	\$0.00
R	On-Peak Energy: \$/kWh	\$0.07493
R	Off-Peak Energy: \$/kWh	\$0.04871
	Continued on Sheet No. D-29.00	

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D2. Light and Power Service	WP-3
Continued from Sheet No. D-28.00	
<p>On-Peak hours shall be between 7:00 a.m. and 11:00 p.m., Monday through Friday excluding holidays.</p>	
<p>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.</p>	
<p>MINIMUM CHARGE: The monthly minimum charge is the customer charge, demand charges, substation charges and the energy optimization charge.</p>	
<p>POWER SUPPLY COST RECOVERY CLAUSE: This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.</p>	
<p>ENERGY OPTIMIZATION SURCHARGE: This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.</p>	
D D D	<p>POWER FACTOR BILLING ADJUSTMENT: This rate is subject to the Company's Power Factor Billing Adjustment.</p>
<p>TERMS OF PAYMENT: Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.</p>	
<p>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.</p>	
<p>RULES APPLYING: See Cp-U Rules Starting at Sheet No. D-25.30.</p>	
<p>INTERRUPTIBLE OPTION: See Schedule CP-I for interruptible service. WP-3 customers are limited to 300 hours of interruption.</p>	

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D2. Commercial Power - Interruptible Rider**CP-I****WHO MAY TAKE SERVICE:**

Any customer taking service under the WP-3 or Cp-U tariffs.

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. D-31.00

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D2. Commercial Power - Interruptible Rider**CP-I**

Continued from Sheet No. D-30.00

- 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. D-32.00

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D2. Commercial Power - Interruptible Rider**CP-I**

Continued from Sheet No. D-31.00

- 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 $1.25 \times 13900 \text{ BTU/kWh} \times \text{SEMCO Effective Gas Rate}$ 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. D-33.00

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D2. Commercial Power - Interruptible Rider**CP-I**

Continued from Sheet No. D-32.00

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 Market1. 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 INTERRUPTIONSManagement 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. D-34.00

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D2. Commercial Power - Interruptible Rider

CP-I

Continued from Sheet No. D-33.00

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 the 105 day settlements have been made with the market authority. If adjustments are within a maximum of 5% or \$100, no adjustments will be made.

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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

Failure to remove all non firm load when notified of an interruption shall result in the customer being assessed a financial penalty and Customer may be required to demonstrate to Company that it can and will comply with future interruptions to remain on the rate. Company retains sole discretion in determination of customer compliance with future interruptions and if Company has reasonable doubt of customer compliance with future interruptions, Company can immediately remove customer from this non-firm service and place customer on an applicable firm service rate schedule. Customer agrees to support Company in responding and cooperating with any investigations or audits performed to determine compliance with interruptions declared by MISO, American Transmission Company, an applicable regional reliability council, or applicable state or federal agency.

The financial penalty shall be billed the higher of the following:

- 1.) \$90/kW of the highest 15 minute demand of the non firm that was not interrupted during the interruption period, or

Continued on Sheet No. D-35.00

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D2. Commercial Power - Interruptible Rider**CP-I**

Continued from Sheet No. D-34.00

N 2.) The incremental costs incurred by the Company as a result of
 N the customer's failure to comply with the interruption plus 10%.
 N Incremental costs include but are not limited to purchase power
 N costs, energy imbalance and other MISO fees, and fees and costs
 N assesses by the applicable regional reliability council or other
 N state or federal agency.

D 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.
- 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.

Continued on Sheet No. D-36.00

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D2. Commercial Power - Interruptible Rider**CP-I**

Continued from Sheet No. D-35.00

- 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.

6. 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.

7. 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.

Continued on Sheet No. D-37.00

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D2. Commercial Power - Interruptible Rider

CP-I

Continued from Sheet No. D-36.00

8. NO PENALTY FOR CUSTOMER CESSATION OF OPERATIONS

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

N 9. INTERRUPTIBLE MANAGEMENT SERVICE

N During times of interruption (either emergency or capacity), customers may
N elect to manage the electric loads of multiple facilities for billing and
N compliance purposes. Customers will be required to sign a service
N agreement identifying the meters to be combined.

N Terms and Conditions:

- N a. This provision shall not in any manner reduce the amount of
N interruptible load the customer in total has contracted for or is
N obligated to interrupt.
- N b. Customers shall be responsible for any necessary communication between
N facilities to manage the electric loads of the facilities to be
N combined.
- N c. Only meters and accounts of the customer and its corporate affiliates
N taking service under the company's Cp-I service are eligible for
N combination under this Rider. For purposes of this Rider, a
N "corporate affiliate" of the customer shall mean any wholly-owned
N subsidiaries of the customer and, if the customer is a wholly-owned
N subsidiary, the customer's corporate parent and any other wholly-owned
N subsidiaries of the corporate parent.
- N d. All accounts to be combined subject to this provision are required to
N be paid up to date. Accounts with past due balances shall be excluded
N unless otherwise agreed to by the company. The company also reserves
N the right to deny this Interruptible Management Service to customers
N that are deemed to be attempting to avoid payments or circumventing
N rate design.
- N e. Customers will not be compensated for customer-owned generation that
N is interconnected with the Company's power supply system on this
N tariff.
- N f. All other terms and conditions of the applicable Cp-U and Cp-I tariffs
N apply.

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D2. Capacity Buyback Rider**CP-IB**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 Integrated District.

MONTHLY RATEDemand 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 PROCEDURESBid 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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D2. Large Light and Power Response Rewards		CP-RR		
WHO MAY TAKE SERVICE:				
This schedule is available on an optional basis to commercial customers that meet the qualifications of the Cp-U rate schedule. The Company reserves the right to limit participation to 10 customers. Customers desiring to take power supply service from an alternative energy supplier (AES) must move to the Cp-U rate schedule at the end of their contract period to take service from an AES.				
Customers that take service directly from the company-owned substation (i.e. Company owns no distribution facilities downstream of substation) will be classified as Transmission and receive the Substation Transformer Capacity charge.				
TERRITORY APPLICABLE:				
All territory served in the Company's Integrated and Iron River System.				
CHARACTER OF SERVICE:				
Three-phase, alternating current, 60 hertz at standard available voltages.				
		<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
<u>DISTRIBUTION SERVICE</u>				
Customer Charge:				
	Monthly	\$250.00	\$325.00	\$750.00
	Daily	\$8.2192	\$10.6849	\$24.6575
	Customer Demand: \$/kW	\$2.60	\$1.95	\$0.00
R	On-Peak Demand: \$/kW	\$2.22	\$2.06	\$1.99
	Substation Transformer Capacity: \$/kVa			\$0.75
POWER SUPPLY SERVICE (Optional)				
R	On-Peak Demand: \$/kW	\$8.04	\$7.47	\$7.20
	Energy Charges			
R	On Peak: \$/kWh	\$0.09031	\$0.08387	\$0.08080
R	Off Peak: \$/kWh	\$0.05467	\$0.05077	\$0.04891
	Critical Peak: \$/kWh	\$0.50000	\$0.46434	\$0.44734
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.				
Critical-Peak hours shall occur anytime during On-Peak or Off-Peak periods up to 300 hours per year at the sole discretion of the Company.				
Continued on Sheet No. D-40.00				

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D2. Large Light and Power Response Rewards	CP-RR
Continued from Sheet No. D-39.00	
<p>NOTIFICATION OF CRITICAL PEAK PRICE: Company shall provide a minimum of 1 hour notice to customers prior to the start of a Critical Peak pricing period and a minimum of 30 minutes notice for the ending of a Critical Peak pricing period.</p>	
<p>MINIMUM CHARGE: The capacity charge or the contract minimum, whichever is greater, plus the energy optimization charge.</p>	
<p>POWER SUPPLY COST RECOVERY CLAUSE: This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00</p>	
<p>ENERGY OPTIMIZATION SURCHARGE: This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.</p>	
<p>POWER FACTOR BILLING ADJUSTMENT: This rate is subject to the Company's Power Factor Billing Adjustment.</p>	
R	<p>TERMS OF PAYMENT: Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.</p>
<p>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.</p>	
<p>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.</p>	
R	<p>RULES APPLYING: See Cp-U Rules Starting at Sheet No. D-25.30</p>
Continued on Sheet No. D-41.00	

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D2. Large Light and Power Response Rewards**CP-RR**

Continued from Sheet No. D-40.00

SPECIAL TERMS AND PROVISIONS

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

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC
(To combine cancelled tariff sheets)

1st Rev. Sheet No. D-42.00
1st Rev. Sheet No. D-43.00
1st Rev. Sheet No. D-44.00
1st Rev. Sheet No. D-45.00
1st Rev. Sheet No. D-46.00

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

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Asst. VP - Regulatory Affairs
Green Bay, Wisconsin



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D2. Real-Time Market Pricing

RTMP

WHO MAY TAKE SERVICE:

Any customer interconnected directly with the American Transmission Company (ATC) with a demand in excess of 1,000 KW.

RATES: DELIVERY SERVICE

Customer Charge per month: \$1,000
Demand Charge per month: \$0.41 per kW
Higher of the current month's maximum 15-minute demand in kW or 60% of maximum demand of current or preceding 11 months.

R

POWER SUPPLY SERVICE (Optional)

Transmission Service:

The Company will charge the customer for transmission costs that the Company is billed from the American Transmission Company (ATC), the Midwest Independent System Operator (MISO) or their successors for costs to provide transmission service to the customer. Costs to provide transmission service to the customer shall be determined by using billing determinants such as demand and energy that the ATC and MISO use to bill the Company for transmission service. The Company will use the customer's contribution to these billing determinants used by the ATC and MISO to determine the customer's transmission charge. The Company shall provide supporting calculations in the monthly bill to the customer for determining customer transmission charges. The customer retains the right to audit transmission charges on an annual basis.

Generation Service

Generation service is non-firm subject to interruptions by UPPCO, the MISO, the ATC, or other regulating authorities.

Scheduling Charge per month: \$1,000

Energy Charge

Hourly Energy charges will be based on the applicable Locational Marginal Price (LMP) plus applicable Midwest Independent System Operator (MISO) charges and credits, plus \$1/mWh. The default LMP pricing node shall be UPPC.Integrated or its successor. Should the Company determine that another pricing node better reflects the LMPs that the Company incurs for service to the customer and there has been a minimum of a 10% pricing differential between the average real time price for 12 months between the two nodes and that use of another pricing node would prevent financial harm to the Company or Company's other customers taking system power, the Company will provide the customer with the alternative pricing node to be used for pricing along with information that demonstrates this new pricing node better reflects the LMPs the company incurs for service to the customer. The Company will provide a 90 day notice to the customer before changing pricing nodes and the pricing node will not be changed prior to January 1, 2013.

Continued on Sheet No. D-48.00

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Chief Financial Officer
Marquette, Michigan



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In Case No: U-21286

D2. Real-Time Market Pricing**RTMP**

Continued from Sheet No. D-47.10

Applicable MISO fees/credits include, but are not limited to Schedule 17, Revenue Sufficiency Make Whole Payments, and Marginal Loss Credits.

Real-Time LMP Pricing (Default Energy Service)

Customer's load less customer's day ahead bidding option will be priced at the Real Time LMP at the applicable MISO pricing node plus applicable MISO fees/credits plus \$1/Mwh.

Day Ahead Bidding Option

If customer desires, Company will submit price sensitive demand bids into the MISO Day Ahead market. This will allow customer the ability to obtain a higher degree of price certainty on a Day Ahead basis. If customer's bid clears, customer will be subject to MISO Day Ahead LMP plus applicable charges and credits for nomination.

- 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 the day ahead LMP clearing price, plus MISO fees and credits, plus \$1/MWh.
- c. Customers will be charged the real time LMP plus applicable MISO fees and credits, plus \$1/Mwh for any non firm load in excess of their purchased block of energy that clears in the Day Ahead market.
- d. Customers will be credited at the real time LMP less \$1/MWh less applicable MISO fees and credits that occur during the Operating Day for any non firm load that is less than their purchased block of energy that clears in the day ahead market.
- e. Bids must be received by the Company four hours in advance of the deadline for the Company to submit the bids for the MISO Day Ahead market. The Company's deadline to MISO is currently at 1100 **EST**, but is subject to change. The Company may accept late nominations, but is not obligated to do so.
- 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.

Customer Generation

Customer will be credited for generation in excess of the customer load delivered to the Company at the applicable LMP less \$1/MWh less applicable MISO charges and credits.

Continued on Sheet No. D-49.00

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In Case No: U-16417

D2. Real-Time Market Pricing	RTMP
Continued from Sheet No. D-48.00	
<p>Applicable MISO fees/credits include, but are not limited to Schedule 17, Revenue Sufficiency Make Whole Payments, and Marginal Loss Credits.</p>	
<p><u>Alternative Energy Pricing</u> In the event customer desires to obtain price certainty, and options to obtain price certainty are available, Company may enter into agreements for price certainty for quantities and prices acceptable to customer. Customer shall be responsible for all costs of obtaining price certainty plus \$1/MWh and any associated costs and fees. Customer is still responsible for delivery service charges, transmission service charge and the generation scheduling charge.</p> <p>Customers desiring alternative energy pricing must enter into written agreements with the Company.</p>	
D	<p><u>CONTRACT</u> Customers desiring real time market pricing service shall be required to sign individual customer contracts. 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. Contracts shall be a minimum of one year, with a 90-day cancellation notice. Upon terminating service under this rate schedule, a customer shall not be eligible to begin taking service again under this rate schedule for a minimum period of one year, unless approved by the company. The company reserves the right to deny service under this rate schedule if existing customer sales switching to this rate schedule are not forecasted in a rate case proceeding and may cause harm to the company or other customers.</p>
N	<p><u>EMERGENCY INTERRUPTIONS</u></p> <p>1. <u>Occurrence</u> 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. Emergency interruptions consist of Transmission System Emergencies and Energy Emergency Alert Level 2 events.</p> <p>2. <u>Notification</u> 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.</p> <p>Continued on Sheet No. D-49.10</p>

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D2. Real-Time Market Pricing

RTMP

Continued from Sheet No. D-49.00

3. Penalty Billing

Failure to remove all non-firm load when notified of an interruption shall result in the customer being assessed a financial penalty and Customer may be required to demonstrate to the Company that it can and will comply with future interruptions to remain on this rate schedule. Company retains sole discretion in the determination of customer compliance with future interruptions and if the Company has reasonable doubt of customer compliance with future interruptions, Company can immediately remove customer from this non-firm service and place customer on an applicable firm service rate schedule. Customer agrees to support Company in responding and cooperating with any investigations or audits performed to determine compliance with interruptions declared by MISO, American Transmission Company, an applicable regional reliability council, or applicable state or federal agency.

The financial penalty shall be billed the higher of the following:

- 1.) \$40/kW of the highest 15 minute demand of the non firm that was not interrupted during the interruption period, or
- 2.) The incremental costs incurred by the Company as a result of the customer's failure to comply with the interruption plus 10%. Incremental costs include but are not limited to purchase power costs, energy imbalance and other MISO fees, and fees and costs assessed by the applicable regional reliability council or other state or federal agency.

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.

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.

RULES APPLYING:

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

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

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D

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 Marquette, Michigan



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D2. Real-Time Market Pricing-Distribution Service RTMP-D

WHO MAY TAKE SERVICE:

Any customer that qualifies for the WP-3 tariff schedule. Upon Company approval, Customer may take service under this tariff for a portion of its load and a portion of its load under the WP-3 tariff. Cp-U accounts that are associated accounts of the WP-3 account may take service under this tariff. See the Associated Accounts section of this tariff.

RATES: DELIVERY SERVICE

Customer Charge:

Monthly	\$1,000
Daily	\$32.8767
Demand Charge per month:	\$0.41/kW
Higher of the current month's maximum 15-minute demand in kW or 60% of maximum demand of current or preceding 11 months.	

R

DISTRIBUTION SERVICE

See applicable tariff (Cp-U or WP-3) for distribution charges.

POWER SUPPLY SERVICE (Optional)

Transmission Service:

The Company will charge the customer for transmission costs that the Company is billed from the American Transmission Company (ATC), the Midwest Independent System Operator (MISO) or their successors for costs to provide transmission service the customer. Costs to provide transmission service to the customer shall be determined by using billing determinants such as demand and energy that the ATC and MISO use to bill the Company for transmission service. The Company will use the customer's contribution to these billing determinants used by the ATC and MISO to determine the customer's transmission charge. The Company shall provide supporting calculations in the monthly bill to the customer for determining customer transmission charges. The customer retains the right to audit transmission charges on an annual basis.

Generation Service

Generation service is non-firm subject to interruptions by UPPCO, the Midwest Independent System Operator, the American Transmission Company, or other regulating authorities.

Scheduling Charge per month: \$1,000

Energy Charge

Hourly Energy charges will be based on the applicable Locational Marginal Price (LMP) plus applicable Midwest Independent System Operator (MISO) charges and credits, plus \$1/MWh. The default LMP pricing node shall be UPPC.Integrated or its successor. Should the Company determine that another pricing node better reflects the LMPs that the Company incurs for service to the customer and there has been a minimum of a 10% pricing differential between the average real time price for 12 months between the two nodes and that use of another pricing node would prevent financial harm to the Company or Company's other customers taking system power, the Company will provide the customer with the alternative pricing node to be used for pricing along with information that demonstrates this new pricing node better reflects the LMPs the company incurs for service to the customer. The Company will provide a 90-day notice to the customer before changing pricing nodes and the pricing node will not be changed prior to January 1, 2013.

Continued on Sheet No. D-49.51

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 Chief Financial Officer
 Marquette, Michigan

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D2. Real-Time Market Pricing-Distribution Service**RTMP-D**

Continued from Sheet No. D-49.50

Real-Time LMP Pricing (Default Energy Service)

Customer's load less customer's day ahead bidding option will be priced at the Real Time LMP at the applicable MISO pricing node plus applicable MISO fees/credits plus \$1/MWh, plus distribution losses.

Day Ahead Bidding Option

If customer desires, Company will submit price sensitive demand bids into the MISO Day Ahead market. This will allow customer the ability to obtain a higher degree of price certainty on a Day Ahead basis. If customer's bid clears, customer will be subject to MISO Day Ahead LMP plus applicable charges and credits for nomination, including distribution losses.

- 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 the day ahead LMP clearing price, plus MISO fees and credits, plus \$1/MWh, plus losses.
- c. Customers will be charged the real time LMP plus applicable MISO fees and credits, plus \$1/MWh for any non firm load in excess of their purchased block of energy that clears in the Day Ahead market.
- d. Customers will be credited at the real time LMP less \$1/MWh less applicable MISO fees and credits that occur during the Operating Day for any non firm load that is less than their purchased block of energy that clears in the day ahead market, adjusted for losses.
- e. Bids must be received by the Company four hours in advance of the deadline for the Company to submit the bids for the MISO Day Ahead market. The Company's deadline to MISO is currently at 1100 **EST**, but is subject to change. The Company may accept late nominations, but is not obligated to do so.
- 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.

CONTRACT:

Customers desiring real time market pricing service shall be required to sign individual customer contracts. 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. Contracts shall be a minimum of one year, with a 90-day cancellation notice. Upon terminating service under this rate schedule, a customer shall not be eligible to begin taking service again under this rate schedule for a minimum period of one year, unless approved by the company. The company reserves the right to deny service under this rate schedule if existing customer sales switching to this rate schedule are not forecasted in a rate case proceeding and may cause harm to the company or other customers.

Continued on Sheet No. D-49.52

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D2. Real-Time Market Pricing-Distribution Service

RTMP-D

Continued from Sheet No. D-49.51

EMERGENCY INTERRUPTIONS

N
N
N
N
N
N
N
N
N
N
N
N
N
N
N
N
N

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. Emergency interruptions consist of Transmission System Emergencies and Energy Emergency Alert Level 2 events.

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.

PENALTY

Failure to remove all non-firm load when notified of an interruption shall result in the customer being assessed a financial penalty and Customer may be required to demonstrate to the Company that it can and will comply with future interruptions to remain on this rate schedule. Company retains sole discretion in the determination of customer compliance with future interruptions and if the Company has reasonable doubt of customer compliance with future interruptions, Company can immediately remove customer from this non-firm service and place customer on an applicable firm service rate schedule. Customer agrees to support Company in responding and cooperating with any investigations or audits performed to determine compliance with interruptions declared by MISO, American Transmission Company, an applicable regional reliability council, or applicable state or federal agency.

The financial penalty shall be billed the higher of the following:

- 1.) \$40/kW of the highest 15 minute demand of the non firm that was not interrupted during the interruption period, or
- 2.) The incremental costs incurred by the Company as a result of the customer's failure to comply with the interruption plus 10%. Incremental costs include but are not limited to purchase power costs, energy imbalance and other MISO fees, and fees and costs assessed by the applicable regional reliability council or other state or federal agency.

Continued on Sheet No. D-49.53

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D2. Real-Time Market Pricing-Distribution Service**RTMP-D**

Continued from Sheet No. D-49.52

ASSOCIATED ACCOUNTS AFFILIATES:Corporate Affiliates

CP-U accounts that are corporate affiliates that are owned and operated by the WP-3 account may take power supply service under this tariff. For purposes of this billing option, a "corporate affiliate" of the customer shall mean any wholly-owned subsidiary of the customer, and if the customer is a wholly-owned subsidiary, the customer's corporate parent and any wholly-owned subsidiaries of the Corporate parent. The associated CP-U account(s) shall pay their full distribution costs under the CP-U tariff.

Governmental Facilities

For Michigan Technological University Accounts ("MTU"), only meters and accounts of MTU taking service under the Cp-U rate schedule are eligible for aggregation under this billing option. The associated CP-U account(s) shall pay their full distribution costs under the CP-U tariff.

An Aggregated Billing Agreement must be signed before exercising this option.

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.

RULES APPLYING:

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

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

MINIMUM CHARGE:

The minimum charge consists of the delivery service charges plus the energy optimization charges.

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D2. Real-Time Market Pricing-Distribution Service

RTMP-D

Continued from Sheet No. D-49.53

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.

RULES APPLYING:

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

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

MINIMUM CHARGE:

The minimum charge consists of the delivery service charges plus the energy optimization charges

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D2. Street Lighting Service

SL-3

WHO MAY TAKE SERVICE:

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

CHARACTER OF SERVICE:

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

RATE:

Service Charge:
 \$19.00 per month
 \$0.6247 per day

Energy Charge (\$/kWh)

R	Capacity	\$0.02577
R	Non-Capacity	\$0.13470
R	Total	\$0.16047

MINIMUM CHARGE:

The service charge included in the rate, plus the energy optimization charge.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

TERMS OF PAYMENT:

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

CONTRACT:

Minimum period of three years subject to automatic renewal periods of one year each. The contract may be terminated at the end of any yearly period upon 90 days written notice by either party. If the contract is terminated before the three year period, the customer may be responsible for the lesser of the cost of removal or the remaining monthly charges.

RULES APPLYING:

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

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D2. Street Lighting Service (Closed)

SL-5

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. This option is closed to new customers effective January 1, 2014.

HOURS OF SERVICE:

All night - Dusk to Dawn

CHARACTER OF SERVICE:

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

RATE:

Light Emitting Diode (LED)

<u>Non-Capacity</u>		<u>Per Lamp Per Month</u>
	<u>Watts</u>	<u>All Night</u>
R	0-99	\$13.76
R	100-199	\$18.09
R	200-299	\$22.41
R	300-399	\$26.73

Sodium Vapor

<u>Non-Capacity</u>		<u>Per Lamp Per Month</u>
<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
R	9,000	\$15.31
R	14,000	\$18.11
R	27,000	\$23.50
R	45,000	\$29.85

Mercury Vapor

<u>Non-Capacity</u>		<u>All Night</u>
<u>Lumens</u>	<u>Watts</u>	
R	20,000	\$35.39

Capacity Energy: All Lights
\$0.00641 per kWh

<u>Type of Facility</u>	<u>Monthly Charge</u>
Additional Wood Pole	\$4.51/pole
Span of Conductor (200 feet)	\$3.26/span

Continued on Sheet No. D-52.00

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D2. Street Lighting Service (Closed)	SL-5
Continued from Sheet No. D-51.00	
MINIMUM CHARGE: The monthly lamp charge plus the Energy Optimization Surcharge shown on Sheet No. D-73.00.	
POWER SUPPLY COST RECOVERY CLAUSE: This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.	
ENERGY OPTIMIZATION SURCHARGE: This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.	
D D D	TERMS OF PAYMENT: Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.
RULES APPLYING:	See Schedule SL-X, starting on Sheet No, D-60.10
PAYMENT OF BILLS	See Schedule SL-X, starting on Sheet No. D-60.10
SERVICE RULES	See Schedule SL-X, starting on Sheet No. D-60.10
EXTENSION OF SERVICE	See Schedule SL-X, starting on Sheet No. D-60.10
TERM OF CONTRACT	See Schedule SL-X, starting on Sheet No. D-60.10

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D2. Street Lighting Service

SL-6

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.

HOURS OF SERVICE: All night - Dusk to Dawn

CHARACTER OF SERVICE:

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

Non-Capacity Rate:

	<u>Sodium Vapor</u>		<u>Per Lamp Per Month</u>
	<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
R	5,670	70	\$20.97 (Closed)
R	9,000	100	\$21.81 (Closed)
R	14,000	150	\$26.46 (Closed)
R	27,000	250	\$30.03 (Closed)
R	45,000	400	\$42.30 (Closed)
	<u>Mercury Vapor</u>		<u>All Night</u>
	<u>Lumens</u>	<u>Watts</u>	
R	7,500	175	\$22.20 (Closed)
R	20,000	400	\$40.75 (Closed)
	<u>Metal Halide</u>		<u>All Night</u>
	<u>Lumens</u>	<u>Watts</u>	
R	8,800	175	\$36.20 (Closed)
R	36,000	400	\$44.57 (Closed)
R	110,000	1,000	\$82.14 (Closed)
	<u>LED</u>		<u>All Night</u>
	<u>Lumens</u>	<u>Watts</u>	
R	9,000*	100*	\$7.30
R	14,000*	150*	\$8.03
R	27,000*	250*	\$9.49
R	45,000*	400*	\$13.87
R	120,000*	1,000*	\$29.19

Capacity Rate: All Lights

R \$0.00641 per kWh

Continued on Sheet No. D-54.00

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D2. Street Lighting Service

SL-6

Continued from Sheet No. D-53.00

N SPECIAL TERMS AND CONDITIONS
 N The above charges are for lighting units on existing company-owned
 N distribution facilities. The company will own and install the luminaires,
 N complete with lamp, control device, and six-foot mast arm, mounted on an
 N existing company pole. If the customer requests the following facilities,
 N the monthly charges listed below shall be added to the above charges.

<u>Type of Facility</u>	<u>Monthly Charge</u>
Additional Wood Pole	\$4.51/pole
Span of Conductor (200 feet)	\$3.26/span

N * The wattages and lumens listed under the LED lamps are wattages and lumens of
 N sodium vapor lamps to which the LED lamps are considered equivalent. Actual
 N wattages and lumens of LED lamps may vary.

MINIMUM CHARGE: The monthly lamp charge plus the Energy Optimization Surcharge shown on Sheet No. D-73.00.

POWER SUPPLY COST RECOVERY CLAUSE:
 This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:
 This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

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

PAYMENT OF BILLS	See Schedule SL-X, starting on Sheet No. D-60.10
SERVICE RULES	See Schedule SL-X, starting on Sheet No. D-60.10
EXTENSION OF SERVICE	See Schedule SL-X, starting on Sheet No. D-60.10
TERM OF CONTRACT	See Schedule SL-X, starting on Sheet No. D-60.10

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC
(To combine cancelled tariff sheets)

4th Rev. Sheet No. D-55.00
2nd Rev. Sheet No. D-56.00

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D2. Dusk To Dawn Outdoor Security Lighting

Z-3

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.

HOURS OF SERVICE:

Daily from dusk to dawn.

CHARACTER OF SERVICE:

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

Non-Capacity Rate:

	<u>Sodium Vapor</u>		
	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
R	9,000	100	\$24.04/Lamp (Closed)
R	27,000	250	\$36.83/Lamp (Closed)
R	45,000	400	\$44.57/Lamp (Closed)
	<u>Mercury Vapor</u>		
	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
R	7,500	175	\$21.32/Lamp (Closed)
R	20,000	400	\$39.81/Lamp (Closed)
	<u>Metal Halide</u>		
	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
R	36,000	400	\$44.27/Lamp (Closed)
R	110,000	1,000	\$81.50/Lamp (Closed)
	<u>LED</u>		
	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
R	9,000	100*	\$8.03/Lamp
R	14,000	150*	\$8.83/Lamp
R	27,000	250*	\$10.43/Lamp
R	45,000	400*	\$15.25/Lamp
R	120,000	1,000*	\$32.11/Lamp

*The wattages and lumens listed under the LED lamps are wattages and lumens of sodium vapor lamps to which the LED lamps are considered equivalent. Actual wattages and lumens of LED lamps may vary.

SPECIAL TERMS AND CONDITIONS

The above charges are for lighting on existing company-owned distribution facilities. The Company will own and install the luminaire, complete with lamp, control device and up to and including a 6-foot mast arm, mounted on an existing company pole. If the customer requests a mast arm in excess of 6 feet it will be considered special facilities. If the customer requests an additional pole and span, the monthly charges listed below shall be added to the above charges.

Continued on Sheet No. D-58.00

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D2. Dusk To Dawn Outdoor Security Lighting

Z-3

Continued from Sheet No. D-57.00

<u>Type of Facility</u>	<u>Monthly Charge</u>
Additional Wood Pole	\$4.51/pole
Span of Conductor (200 feet)	\$3.26/span

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% may 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 shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

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D

TERM OF CONTRACT

Minimum period of three years subject to automatic renewal periods of one year each. The contract may be terminated at the end of any yearly period upon 90 days written notice by either party. If the contract is terminated before the three year period, the customer may be responsible for the lesser of the cost of removal or the remaining monthly charges.

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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D2. Dusk To Dawn Outdoor Security Lighting

Z-4

R

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D2. Dusk To Dawn Outdoor Security Lighting

Z-4

Continued from Sheet No. D-59.00

R

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D2. Street Lighting Service - Rules	SL-X
1) <u>DEFINITIONS</u> Governmental authorities are defined as any tax supported body or one of its instrumentalities.	
2) <u>PAYMENT OF BILLS</u> Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.	
<u>SERVICE RULES</u>	
a) Service is governed by the Company's Standard Rules and Regulations.	
b) <u>Ownership</u>	
R 1) <u>Company-Owned Lighting System (SL-6)</u>	
a) The Company shall own, operate, and maintain the entire street lighting system, including circuits and lighting fixtures.	
b) The Company will be responsible for all future group replacement or ornamental systems. The decision to replace ornamental equipment will be at the sole discretion of the Company and will take into consideration good utility operating practice and the desires of the governmental authority.	
c) Upon request and at the expense of the governmental authority, the Company will relocate any fixtures or change the position of any lamp.	
N N N N N N N N N N d) 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 lighting 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.	
R 2) <u>Customer-Owned Ornamental System (SL-5)</u>	
a) The governmental authority shall own the system, including switching equipment and the connecting cable to the Company's system.	
b) Systems must be of a design and in a condition satisfactory to the Company.	
c) Replacement of governmental authority owned equipment shall be at the expense of the governmental authority.	
d) The system may be served by either multiple or series type circuits as agreed upon between the customer and the Company.	
D	

Continued on Sheet No. D-60.20

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D2. Street Lighting Service - Rules

SL-X

Continued from Sheet No. D-60.10

- N e) The customer must make the Company aware of any changes the
N customer makes to poles and fixtures after initial installation.
N This includes but is not limited to changes in location and
N wattage.

- N c) Maintenance - Customer-Owned Ornamental System
N 1) The following items are considered normal maintenance of
N customer owned ornamental lighting and will be replaced or
N maintained at Company expense within the contract:
 - N a) Underground and/or overhead cables: All breaks or open
N circuits except those caused by accidents, improper
N installation, foreign digging operations or deterioration
N due to aging and/or absorption of moisture. Deterioration
N due to aging is to be determined by the Company.

 - N b) Ballasts, luminaires, photo electric controls, lamps,
N refractors and relays that the company normally stocks for
N standard systems. The customer shall be responsible for any
N repairs (including parts and labor) of equipment after the
N expiration of the contract.

 - N c) The acquisition of repair and maintenance items and the cost
N of items which the Company does not consider standard
N facilities shall be the responsibility of the customer. The
N labor to replace this failed equipment is included in the
N monthly rates.

- N 2) All other maintenance, replacement or repair costs other than
N those listed shall be the responsibility of the customer.

- N 3) On customer owned lighting, damage claims shall be billed to
N the customer. It is the customer's responsibility to collect
N from the party who was responsible for the damage.

- R d) All lights will be turned on at approximately fifteen minutes after
sunset and off at approximately thirty minutes before sunrise.

- e) Individual locations with vandalism records will be reported to the
customer, and the customer is given the option of:
 - 1) Continuing service with the provision that future replacements due
to continued vandalism at that location will be at the customer's
expense,
 - 2) Continuing service but at a different location, or,
 - 3) Discontinuing service at that location.

- f) 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.

Continued on Sheet No. D-60.30

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D2. Street Lighting Service - Rules**SL-X**

Continued from Sheet No. D-60.20

- g) Customers shall pay time and material costs for installations of lights in areas that the customer has previously requested removal of lights if both requests happen within a twelve-month time period.
- h) For times a customer requests the Company to remove or derate 25 or more lamps, the Customer and Company may mutually agree in writing to a schedule reflecting the requested changes in the customer's monthly customer.
- 4) SHORT TERM SERVICE HOLIDAY/DECORATIVE LIGHTING
Subject to company approval, the Company will allow municipal customers to make temporary attachments of holiday lighting and/or decorations on Company-owned light poles. The customer must execute an annual agreement for such attachments, and must meet all conditions thereof. Estimated energy consumption will be billed under the current C-1 energy rate. Time and material charges for installation, removal or associated maintenance may also apply.
- 5) TERM OF CONTRACT
Minimum period of three years subject to automatic renewal periods of one year each. The contract may be terminated at the end of any yearly period upon 90 days written notice by either party. If the contract is terminated before the three year period, the customer may be responsible for the lesser of the cost of removal or the remaining monthly charges.

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D2. Power Supply Default Service - Integrated**PSDS**

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

Availability and Prior Notice Requirements

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

Conditions for Mandatory Default Service

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

Retail Access Service Tariff

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

Type of Service

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

Continued to Sheet No. D-63.00

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D2. Power Supply Default Service - Integrated**PSDS**

Continued from Sheet No. D-62.00

Term and Form of Contract and Prior Notice Provisions

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

Power Supply Default Service Charge

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

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

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D2. Power Supply Default Service - Iron River**PSDS**

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

Availability and Prior Notice Requirements

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

Conditions for Mandatory Default Service

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

Retail Access Service Tariff

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

Type of Service

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

Continued to Sheet No. D-65.00

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D2. Power Supply Default Service - Iron River**PSDS**

Continued from Sheet No. D-64.00

Term and Form of Contract and Prior Notice Provisions

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

Power Supply Default Service Charge

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

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

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D2. TV Pole Contact Rental Rates - Integrated**CAB**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 Integrated 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.

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D2. TV Pole Contact Rental Rates - Iron River**CAB**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.

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D2. UPPCO Green

UPPCO Green

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. The Company has the right to limit the energy sold under this tariff to 75,000 Renewable Energy Blocks per month and to limit the energy sold to each customer to 25,000 Renewable Energy Blocks per month.

Eligible Rate Schedules

A-1	RTMP
AH-1	RTMP-D
C-1	Z-3
H-1	SL-3
P-1	SL-5
CP-U	SL-6
WP-3	
CP-RR	

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

Rate

R \$1.30 / 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.

Continued to Sheet No. D-69.00

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 Chief Financial Officer
 Marquette, Michigan



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D2. UPPCO Green

UPPCO Green

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 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.
3. No contract is required for customers purchasing less than twenty 100 kWh blocks and customers can terminate via the same communication methods used for sign-up.
4. Company retains the right to require contracts with up to one-year terms for customers purchasing twenty or more 100 KWh Renewable Energy Blocks per month or for customer making one-time purchases.
5. In the event the customer uses less energy in a month than the amount purchased under the UPPCO Green program, the customer is still responsible for payment for the blocks of renewable energy purchased.
6. 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.
7. Company retains the right to deny service to or terminate service under this tariff to customers in arrears with the Company.
8. 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.
9. Service under this tariff provides for the generation or purchase of renewable generation 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.
10. Renewable Generation Supply can be obtained by the purchase and/or the use of renewable energy credits.
11. Renewable energy sold under this tariff 1) shall not be included in the retail sales used to calculate renewable energy requirements under Michigan's Renewable Portfolio Standard (RPS) and 2) shall not be included in the renewable energy supply used to calculate RPS compliance requirements.

R

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Asst. VP - Regulatory Affairs
Green Bay, Wisconsin



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D2. Parallel Generation - Net Metering Program**PG-1M**EFFECTIVE IN

All territory served.

AVAILABILITY

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

The Company's Net Metering Program is available on a first come, first served basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Company's previous year's peak demand measured in kW for the Company's retail load, allocated to include no more than 0.5% for customers generating 20 kW or less. The remaining 0.5% is allocated to customers generating more than 20 KW.

The Company's Net Metering Program application fee is \$25.

MONTHLY RATESDistribution Charges:

A customer enrolled in the Net Metering Program shall pay the Distribution Charges associated with the Company's standard service tariff applicable to the customer when the customer's net usage results in a net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer shall be credited based on the Excess Generation rate below.

Power Supply Charges:

A customer enrolled in the Net Metering Program shall pay the Power Supply Charges associated with the Company's standard service tariff applicable to the customer when the customer's net usage results in a net flow of energy from the Company to the customer. When the customer's monthly net usage results in a net flow of energy from the customer to the Company, the customer shall be credited based on the Excess Generation rate below.

Excess Generation:

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

Continued to Sheet No. D-71.00

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D2. Parallel Generation - Net Metering Program**PG-1M**

Continued from Sheet No. D-70.00

Metering

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

TERMS AND CONDITIONS

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

Continued to Sheet No. D-72.00

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<p>D2. Parallel Generation - Net Metering Program</p>	<p>PG-1M</p>
<p>Continued from Sheet No. D-71.00</p>	
<p><u>TERMS AND CONDITIONS</u></p>	
<p>4. At the customer's option, the generation capacity shall be determined by one of the following methods:</p> <ul style="list-style-type: none"> a. Aggregate nameplate capacity of the generator(s). b. An estimate of the expected annual kWh output of the generator(s). <p>Customer's shall not be allowed to switch their generation back and forth between two or more rate schedules to circumvent the intent of the rate design.</p> <p>5. A customer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.</p> <p>6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be at 20 kW or less.</p> <p>7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kilowatt-hour output of the generating unit when completing the Company's Net Metering Application.</p> <p>8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules (R460.601a - 460.656) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.</p>	

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D2. Parallel Generation - Modified Net Metering Program**PG-2**EFFECTIVE IN

All territory served.

AVAILABILITY

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

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

MONTHLY RATESDistribution Charges:

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

Power Supply Charges:

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

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

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

Excess Generation:

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

Continued to Sheet No. D-72.20

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D2. Parallel Generation - Modified Net Metering Program**PG-2**

Continued from Sheet No. D-72.10

Metering

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

Costs and Fees

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

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

TERMS AND CONDITIONS

1. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
 - a. Biomass
 - b. Solar and solar thermal energy
 - c. Wind energy
 - d. Kinetic energy of moving water, including the following:
 - i. Waves, tides or currents
 - ii. Water released through a dam
 - e. Geothermal energy
 - f. Municipal solid waste
 - g. Landfill gas produced by municipal solid waste.

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D2. Parallel Generation - Modified Net Metering Program**PG-2**

Continued from Sheet No. D-72.20

TERMS AND CONDITIONS

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

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

5. A customer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.
6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be greater than 20 kW and not more than 150 kW.
7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kilowatt-hour output of the generating unit when completing the Company's Net Metering Application.
8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules ([R460.601a - 460.656](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

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D2. Parallel Generation - Methane Digesters**PG-3**EFFECTIVE IN

All territory served.

AVAILABILITY

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

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

MONTHLY RATESDistribution Charges:

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

Power Supply Charges:

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

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

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

Excess Generation:

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

Continued to Sheet No. D-72.50

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D2. Parallel Generation - Methane Digesters

PG-3

Continued from Sheet No. D-72.40

Metering

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

Costs and Fees

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

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

TERMS AND CONDITIONS

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

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D2. Parallel Generation - Methane Digesters**PG-3**

Continued from Sheet No. D-72.50

TERMS AND CONDITIONS

4. At the customer's option, the generation capacity shall be determined by one of the following methods:
- a. Aggregate nameplate capacity of the generator(s).
 - b. An estimate of the expected annual kWh output of the generator(s).

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

5. A customer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Company substantiating the percentage of the fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.
6. If a customer has more than one generator, the generator's ratings shall be summed. This sum shall be greater than 150 kW and not more than 550 kW.
7. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kilowatt-hour output of the generating unit when completing the Company's Net Metering Application.
8. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules ([R460.601a - 460.656](#)) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.

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D2. Parallel Generation - Purchase by UPPCO

PG-4

EFFECTIVE IN
All territory served.

AVAILABILITY

To customers contracting for electric service who satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, generating electrical energy with total customer owned generating capacity of 550 kW AC or less, and desiring to sell electrical energy to the Company. To qualify for this service, a seller shall execute a standard Power Purchase Agreement with the Company. Customers with generation capacity greater than 550 kW may negotiate with the Company for rates other than specified in this rate schedule. Customers with generation capacity of 150 KW or less have the option of selling energy to the Company under the Pg-2 tariff or the Pg-1M tariff for customers with generator ratings that do not exceed 20 KW. Customers may take service under PG-3 if the requirements are met for methane digesters.

Service hereunder shall be restricted to the Company's purchase of energy or energy and capacity from the seller's generating facilities up to the Contract Capacity specified in the Power Purchase Agreement which may be operated in parallel with the Company's system. Power delivered to the Company shall not offset or be substituted for power contracted for, or which may be contracted for, under any other schedule of the Company. If a seller requires supplemental, back-up, or standby services, the seller shall enter into a separate service agreement with the Company in accordance with the Company's applicable electric rates and Service Regulations approved by the Michigan Public Service Commission.

MONTHLY RATES

Customer Charge:

For total customer owned generating capacity of under 200 KW: Standard applicable rate schedule Customer Charge.

For total customer owned generating capacity of 200 KW and greater:

	Secondary	Primary	Transmission
Monthly:	\$250.00	\$325.00	\$750.00
Daily:	\$8.2192	\$10.6849	\$24.6575

Charges for Deliveries from Company

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

Energy and Capacity Rate

Energy - For all energy supplied by the customer, the customer shall receive an energy payment equal to one of the rate options below, as selected by the customer and applicable for the term of the special offer contract:

Continued to Sheet No. D-72.71

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D2. Parallel Generation - Purchase by UPPCO

PG-4

Continued from Sheet No. D-72.70

<u>Rate Option</u>	<u>Energy Rate \$/kWh</u>
1. As Available Rate	Actual MISO Day Ahead Locational Marginal Price (LMP) at the Company's UPPC.INTEGRATED load node, adjusted to reflect reduced line losses according to the distribution line voltage level at the project interconnection point, less the Administrative Fee of \$0.001/kWh.

2. LMP Energy Rate Forecast*	MISO Real Time Locational Marginal Price (LMP) at the Company's UPPCO.INTEGRATED load node, adjusted to reflect reduced line losses according to the distribution line voltage level at the project interconnection point, less the Administrative Fee of \$0.001/kWh.
------------------------------	--

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

	2020	2021	2022	2023	2024	2025	2026
On - Peak	\$36.49	\$36.84	\$37.54	\$38.53	\$40.01	\$41.70	\$43.24
Off - Peak	\$27.79	\$28.32	\$29.62	\$31.50	\$33.02	\$34.77	\$36.45

B. After the first 5 years of the Contract term, all energy delivered or produced during the billing period shall be credited at the real-time MISO LMP price at the UPPC.Integrated node, averaged over the month.

Capacity Payment

The Company will contract to purchase capacity from with annual capacity rates based upon MISO's annual one-year Planning Resource Auction ("PRA").

Continued to Sheet No. D-72.72

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

1st Revised Sheet No. D-72.72
Replaces Original Sheet No. D-72.72

D2. Parallel Generation - Purchase by UPPCO

PG-4

Continued from Sheet No. D-72.71

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

Distribution Loss Factors: The following factors shall be applied to the on-peak and off-peak energy factors and capacity payments to reflect system losses:

Customers metered at a transmission voltage of 50,000 volts or higher: 1.0350
Customers metered at a primary voltage of 4,160 volts - 50,000 volts: 1.0550
Customers metered at a secondary voltage of less than 4,160 volts: 1.0322

ON-PEAK HOURS

Hours Ending 0800 through 2300 Eastern Prevailing Time Monday through Friday excluding NERC holidays.

OFF-PEAK HOURS

All hours not listed as on-peak hours.

HOLIDAYS

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

MINIMUM CHARGE

The monthly minimum charge shall be the customer charge.

R SERVICE COMPATIBILITY

R The customer must generate electric power at the same characteristics, voltage,
R current and frequency, and number of phases as the customer receives service
R from the Company and will be subject to the same electric service rules as are
R the general service customers of the Company.

R CONTRACT

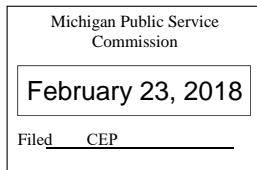
R The Company will require a contract specifying technical and operating aspects
R of parallel generation. Customers have the right to appeal to the Michigan
R Public Service Commission if they believe the contract required by the Company
R is unreasonable.

R EXECUTION OF STANDARD CONTRACT

R In Order to execute the Standard Contract, the Seller must complete all of the
R general project information requested in the applicable Standard Contract. When
R all information required in the Standard Contract has been received in writing
R from the Seller, the Company will use best efforts to respond within 15 business
R days with a draft Standard Contract.

Continued to Sheet D-72.73

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Marquette, Michigan



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D2. Parallel Generation - Purchase by UPPCO**PG-4**

Continued from Sheet D-72.72

R The Seller may request in writing that the Company prepare a final draft Standard
 R Contract. The Company will use best efforts to respond to the request within 15
 R business days. In connection with such a request, the Seller must provide the
 R Company with any additional or clarified project information that the Company
 R reasonably determines to be necessary for the preparation of a final draft Standard
 R Contract. When both parties are in full agreement as to all terms and conditions of
 R the draft Standard Contract, the Company will prepare and forward to the Seller a
 R final executable version of the agreement within 15 business days.

PRO-RATION OF DEMAND COST FOR AUTHORIZED MAINTENANCE

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

SPECIAL RULES

1. The Company shall install appropriate metering facilities to record all flows of energy necessary to bill the customer in accordance with the charges and credits of this rate schedule.
2. The customer shall furnish, install, and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets, or meter connection cabinets that may be required by the Company to properly meter usage and sales to the Company.
3. The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules (R460.601 - 460.656) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service.
4. Customer will secure and maintain liability insurance that provides protection against claims for damages resulting from (1) bodily injury, including wrongful death, and (2) property damage arising out of the customer's ownership and/or operation of the facility. The limits of the policy will be at least one million dollars (or the level shown in the Michigan Electric Interconnection and Net Metering Standards, R 460.615 - R 460.628, Rule 624) per occurrence or prove financial responsibility by another method acceptable to and approved in writing by the Company.
 The Failure of the customer or the Company to enforce the minimum levels of insurance does not relieve the customer from maintain such levels of insurance or relieve the customer of any liability. The customer will provide the Company with a certificate of insurance containing a minimum 30-day notice of cancellation prior to execution of this agreement.
 Each of the parties will indemnify and save harmless the other party against any and all damages to persons or property occasioned, without the negligence of such other party, by the maintenance and operation by such parties of their respective lines and other electrical equipment.

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 Marquette, Michigan

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D2. Distributed Generation Rider	DG
<p><u>EFFECTIVE IN</u> All territory served.</p> <p><u>AVAILABILITY</u> This Rider can be attached to any metered tariff, excluding riders, unless otherwise noted on the applicable metered tariff. The Distributed Generation Program is offered as authorized by 2008 PA 295, as amended by 2016 PA 342, 1939 PA 3, as amended by 2016 PA 341, Section (6) (a) (14).</p> <p>The Distributed Generation Program is available for eligible Distributed Generation customers beginning the first business day of the month following receipt of a Commission order in MPSC Case No. U-20276. Participation in the Net Metering Program is closed to new customers. A customer participating in the Company's existing Net Metering Program approved by the Commission before a final order is issued in MPSC Case No. U-20276 shall have the option to take service under this tariff at the time service under the terms and conditions of the previous net metering program terminates in accordance with MCL 463.0183(1). The term "participation date" for the Net Metering Program is hereafter defined as the date on which the Company accepted the original signed interconnection agreement from the customer. In addition, under MCL 460.1183 and MCL 460.6a(14), any customer "participating" in the Net Meter Program before the new Distributed Generation Rider ("DG Rider") is approved may continue net metering for 10 years from the customer's original participation date at which point the customer may no longer participate in the Net Metering Program. Continued participation in the Net Metering Program, however, does not apply to an increase in the generation capacity of the customer's eligible electric generator beyond the capacity on the effective date of the DG Rider. Notwithstanding the foregoing, a customer has the option to discontinue its participation in the Net Metering Program at an earlier date and to elect service under the DG Rider.</p> <p>The Distributed Generation Program is voluntary and available on a first come, first served basis for new customer participants or existing customer participants increasing their aggregate generation. The combined Net Metering Program (tariffs: PG-NM, PG-2, and PG-3) and Distributed Generation Program size is based upon a discretionary cap equal to 10.0% of the Company's average peak demand during the past 5 years measured in kW for the Company's retail load.</p> <p>Within the Program capacity, at least 50.0% is reserved for Category 1 Distributed Generation (PG-NM and DG Rider) customers, and not more than 50.0% is reserved for Category 2 Distributed Generation (PG-2 and DG Rider) customers. The Company shall notify the Commission upon the Program reaching capacity in any Category.</p> <p><u>CHARACTER OF SERVICE:</u> As specified under the applicable Base Rate. The term Base Rate refers to the Rate Schedule under which the Customer takes service and that this Rider is associated with.</p> <p>Continued to Sheet No. D-72.81</p>	

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 Chief Executive Officer
 Marquette, Michigan

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D2. Distributed Generation Rider	DG
Continued from Sheet No. D-72.80	
<u>DISTRIBUTED GENERATION DEFINITIONS</u>	
	1. A Category 1 (DG Rider) distributed generation customer has one or more Eligible Electric Generators with an aggregate nameplate capacity of 20 kW or less that uses equipment certified by a nationally recognized testing laboratory to IEEE 1547-2018 testing standards and is in compliance with UL 1741-SA located on the customer's premises and metered at a single point of contact.
R	2. A Category 2 (DG Rider) distributed generation customer has one or more Eligible Electric Generators with an aggregate nameplate capacity greater than 20 kW but not more than 550 kW that uses equipment certified by a nationally recognized testing laboratory to IEEE 1547-2018 testing standards and is in compliance with UL 1741-SA located on the customer's premises and metered at a single point of contact.
R	3. Eligible Electric Generator - a renewable energy system or a methane digester with a generation capacity limited to no more than 110% of the customer's electricity consumption for the previous 12 months and does not exceed the following:
R	a. For a renewable energy system, 550 kW of aggregate generation at a single site
R	4. Inflow - the metered quantity of energy delivered by the Company to the customer during the billing month or time-based pricing period.
R	5. Outflow - the metered quantity of the customer's generation not used on site and exported to the utility during the billing month or time-based pricing period.
R	6. Renewable Energy Resource - a resource that naturally replenishes over a human, not a geological, timeframe and that is ultimately derived from solar power, water power or wind power. Renewable energy resource does not include petroleum, nuclear, natural gas, industrial waste, post-use polymers, tires, tire-derived fuel, plastic, or coal. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
R	a. Biomass, as described in any of the following:
R	i. Landfill gas as described in subparagraph (g)
R	ii. Gas from a methane digester using only feedstock as described in subparagraph (h)
R	iii. Biomass used by renewable energy systems that are in commercial operation on the effective date of the amendatory act that added section 51.
R	iv. Trees and wood used in renewable energy systems that are placed in commercial operation after the effective date of the amendatory act that added section 51, if the trees and wood are derived from sustainably managed forests or procurement systems, as defined in section 261c of the management and budget act, 1984 PA 431, MCL 18.1261c.
R	b. Solar and solar thermal energy
R	c. Wind energy
R	d. Kinetic energy of moving water, including the following:
R	i. waves, tides or currents
R	ii. water released through a dam
R	e. Geothermal energy
R	f. Thermal energy produced from a geothermal heat pump
Continued to Sheet No. D-72.82	

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D2. Distributed Generation Rider

DG

Continued from Sheet No. D-72.81

- R g. Landfill gas produced from solid waste facilities.
- R h. Any of the following if used as feedstock in a methane digester:
 - R i. Municipal wastewater treatment sludge, wastewater, and sewage.
 - R ii. Food waste and food production and processing waste.
 - R iii. Animal manure.
 - R iv. Organics separated from municipal solid waste.

CUSTOMER ELIGIBILITY

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

A customer's eligibility to participate in the Distributed Generation Program is conditioned on the full satisfaction of any payment term or condition imposed on the customer by pre-existing contracts or tariffs with the Company, including those imposed by participation in the Distributed Generation Program, or those required by the interconnection of the customer's Eligible Electric Generator to the Company's distribution system.

R CUSTOMER BILLING - CATEGORY 1 and 2 CUSTOMERS

Inflow

1. Full Service Customers - The customer will be billed according to their retail rate schedule, plus surcharges, and Power Supply Cost Recovery (PSCR) Factor on metered Inflow for the billing period.
2. Retail Open Access Customers - The customer will be billed as stated on the customer's Retail Open Access Rate Schedule on metered Inflow for the billing period.

Outflow - The customer will be credited on Outflow for the billing period. The credit shall be applied to the current billing month. Any excess credit not used will be carried forward to subsequent billing periods. Unused Outflow credit from previous months will be applied to the current billing month, if applicable. The Outflow Credit is nontransferable.

Continued to Sheet No. D-72.83

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D2. Distributed Generation Rider**DG**

Continued from Sheet No. D-72.82

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

APPLICATION FOR SERVICE

In order to participate in the Distributed Generation Program, a customer shall submit completed Interconnection and Distributed Generation Program Applications, including the application fee of \$50 to the Company. The Distributed Generation Program application fee is waived if the customer is transitioning from the Net Metering Program. If a customer does not act or correspond on an application for over 6 months, when some action is required by the customer, the application may be voided by the Company.

GENERATOR REQUIREMENTS

The Eligible Electric Generator(s) must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirement for electricity. Systems will be limited in size, not to exceed the Customer's self-service needs of the Rate Schedule to which this Rider is attached. The customer's requirement for electricity shall be determined by one of the following methods:

1. The customer's annual energy usage, measured in kWh, during the previous 12-month period
2. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's annual electric requirement. The 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, along with a one-line of system and site plan when completing the Company's Distributed Generation Program Application.
3. The Company reserves the right to perform an on-site audit to ensure the size of the generation and associated outflow does not exceed the Customer's self-service needs of the Rate Schedule to which this rider is attached.

Continued to Sheet No. D-72.84

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Marquette, Michigan

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D2. Distributed Generation Rider**DG**

Continued from Sheet No. D-72.83

The customer need not be the owner or operator of the eligible generation equipment but is ultimately responsible for ensuring compliance with all technical, engineering and operational requirements suitable for the Company's distribution system.

GENERATOR INTERCONNECTION REQUIREMENTS

The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules (R460.601 - 460.656) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service. All such interconnection requirements must be met prior to the effective date of a customer's participation in the Distributed Generation Program. The customer must sign an Interconnection and Operating Agreement with the Company and fulfill all requirements as specified in the Agreement. The customer shall pay actual interconnection costs associated with participating in the Distributed Generation Program, subject to limits established by the Michigan Public Service Commission.

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

METERING REQUIREMENTS

Metering requirements shall be specified by the Company, as detailed below. All metering must be capable of recording inflow and outflow and all parameters metered on the customer's otherwise applicable retail rate schedule, for both Full Service and Retail Open Access customers.

DISTRIBUTION LINE EXTENSION AND/OR EXTRAORDINARY FACILITIES

The Company reserves the right to make special contractual arrangements with Distributed Generation Program customers whose utility service requires investment in electric facilities. The Company further reserves the right to condition a customer's participation in the Distributed Generation Program on a satisfactory completion of any such contractual requirements.

CUSTOMER TERMINATION FROM THE DISTRIBUTED GENERATION PROGRAM

A participating customer may terminate participation in the Company's Distributed Generation Program at any time for any reason on sixty days' notice. If a customer who terminates participation in the Distributed Generation Program wishes to re-enroll, that customer must reapply as a new program participant, subject to program size limitations, application queue and application fees.

Continued to Sheet No. D-72.85

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D2. Distributed Generation Rider

DG

Continued from Sheet No. D-72.84

The Company may terminate a customer from the Distributed Generation Program if the customer fails to maintain the eligibility requirements, fails to comply with the terms of the interconnection and parallel operating agreement, or if the customer's facilities are determined not to be in compliance with technical, engineering, or operational requirements suitable for the Company's distribution system. The Company will provide sixty days' notice to the customer prior to termination from the Distributed Generation Program, except in situations the Company deems dangerous or hazardous. Such notice will include the reason(s) for termination.

R Upon customer termination from the Distributed Generation Program, any existing credit on the customer's account will be applied to the customer's bill. Any other excess shall be refunded to the customer. Distributed Generation Program credit is non-transferrable.

COMPANY TERMINATION OF THE DISTRIBUTED GENERATION PROGRAM

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

DISTRIBUTED GENERATION PROGRAM STATUS AND EVALUATION REPORTS

The Company will submit an annual status report to the Commission Staff by March 31 of each year including Distributed Generation Program data for the previous 12 months, ending December 31. The Company's status report shall maintain customer confidentiality.

RENEWABLE ENERGY CREDITS

Renewable Energy Credits (RECs) are owned by the customer. The Company may purchase Renewable Energy Credits from participating Distributed Generation Program customers who are willing to sell RECs generated if the customer has a generator meter in place to accurately measure and verify generator output. REC certification costs are the responsibility of the customer. The Company will enter into a separate agreement with the customer for the purchase of any RECs.

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Marquette, Michigan

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D2. Energy Waste Reduction (EWR) EWR

Energy Waste Reduction Surcharge

This surcharge permits, pursuant to Section 91(4) of 2008 Pa 295, and as amended in 2016 PA 342, the adjustment of distribution rates, via the application of an Energy Waste Reduction Surcharge, to allow recovery of the energy waste reduction alternative compliance payment made by the Company in compliance with Section 91(1) of 2008 Pa 295 as amended in 2016 PA 342.

All customer bills subject to the provisions of this tariff, including any bills rendered under special contract, shall be adjusted by the Energy Waste Reduction Surcharge per kWh or per meter, per day as follows:

Rates per kWh

RATE SCHEDULE	EWR Rate	+	Distribution Charge	=	TOTAL Distribution Charge
A-1	\$0.0062	+	0.13567	=	0.14187
AH-1	\$0.0062	+	0.13567	=	0.14187
AH-1, 0-500 kWh, Oct-May	\$0.0062	+	0.13567	=	0.14187
AH-1, 500+ kWh, Oct-May	\$0.0062	+	0.06783	=	0.07403

Rates per meter, per day

RATE SCHEDULE	Customers without Self-Directed Plan	OR	Customers with Self-Directed Plan	+	Service/ Customer Charge	=	Customers without Self-Directed Plan	OR	Customers with Self-Directed Plan
	EWR Rate		EWR Rate				TOTAL Service/ Customer Charge		TOTAL Service/ Customer Charge
C-1	0.1782	OR		+	0.6247	=	0.8029	OR	
H-1	0.1782	OR		+	0.6247	=	0.8029	OR	
P-1	1.7945	OR		+	1.2164	=	3.0109	OR	
CP-U Secondary	15.7090	OR	1.6327	+	16.4383	=	32.1473	OR	18.0710
CP-U Primary	15.7090	OR	1.6327	+	21.3698	=	37.0788	OR	23.0025
CP-U Transmission	15.7090	OR	1.6327	+	49.3150	=	65.0240	OR	50.9477
RTMP	685.6757	OR	81.1716	+	32.8767	=	718.5524	OR	114.0483
RTMP-D	685.6757	OR	81.1716	+	32.8767	=	718.5524	OR	114.0483
Special Contract	83.0712	OR	8.7640	+		=	83.0712	OR	8.7640
WP-3	96.1880	OR	10.0749	+	49.3150	=	145.5030	OR	59.3899
SL-3	0.0792	OR		+	0.6247	=	0.7039	OR	

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Chief Executive Officer
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UPPER PENINSULA POWER COMPANY

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D

*This sheet has been cancelled
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Asst. VP - Regulatory Affairs
Green Bay, Wisconsin



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D2. Decoupling

Decoupling

All customer bills subject to the provisions of this tariff shall be adjusted by the Decoupling surcharge, per kWh, as follows:

<u>Rate Schedule</u>	<u>Full Requirements Adjustment \$/kWh</u>	<u>Retail Access Adjustment \$/kWh</u>
A-1	\$0.00000 /kWh	\$0.00000 /kWh
A-2	\$0.00000 /kWh	\$0.00000 /kWh
AH-1	\$0.00000 /kWh	\$0.00000 /kWh
C-1	\$0.00000 /kWh	\$0.00000 /kWh
H-1	\$0.00000 /kWh	\$0.00000 /kWh
P-1	\$0.00000 /kWh	\$0.00000 /kWh
Cp-U Secondary	\$0.00000 /kWh	\$0.00000 /kWh
Cp-U Primary	\$0.00000 /kWh	\$0.00000 /kWh
Cp-U Transmission	\$0.00000 /kWh	\$0.00000 /kWh
RTMP	\$0.00000 /kWh	\$0.00000 /kWh
RTMP-D	\$0.00000 /kWh	\$0.00000 /kWh
WP-3	\$0.00000 /kWh	\$0.00000 /kWh
SL-3	\$0.00000 /kWh	\$0.00000 /kWh
SL-5/6	\$0.00000 /kWh	\$0.00000 /kWh
Z-3	\$0.00000 /kWh	\$0.00000 /kWh
Z-4	\$0.00000 /kWh	\$0.00000 /kWh

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 By S C Devon
 Director of Regulatory Affairs
 Marquette, Michigan



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 Dated: 7-8-14
 In Case No: U-17555

D2. Rate Realignment (RR)

RR

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This sheet has been cancelled
And is reserved for future use.

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By G R Haehnel
Director - Regulatory Affairs
Marquette, Michigan

Michigan Public Service
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July 11, 2019
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On and After: 06-01-19
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Dated: 05-23-19
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N

D13. Self-Implemented Rate Surcharge

N

Self-Implemented Rate Surcharge

N

This surcharge adjusts rates for self-implemented rate reconciliation. All customer bills subject to the provisions of this tariff shall be adjusted by the \$/kWh surcharges for the June 2017 billing month, as follows:

N

N

<u>Tariff</u>	<u>Energy Charges (\$/kWh)</u>
---------------	--------------------------------

N

A-1	\$0.0000
-----	----------

N

A-2	\$0.0000
-----	----------

N

AH-1	\$0.0000
------	----------

N

C-1	(\$0.0383)
-----	------------

N

H-1	(\$0.0051)
-----	------------

N

P-1	(\$0.0141)
-----	------------

N

Cp-U	(\$0.0219)
------	------------

N

WP-3	\$0.0000
------	----------

N

RTMP	(\$0.0004)
------	------------

N

Z-3	\$0.0000
-----	----------

N

Z-4	\$0.0000
-----	----------

N

SL-3/5/6	\$0.0000
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Marquette, Michigan

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D2. Low-Income Energy Assistance Fund (LIEAF)

LIEAF

Low-Income Energy Assistance Fund Surcharge

Pursuant to Section 9t, MCL 460.9t of 2013 Pa 95, the Low-Income Energy Assistance Fund (LIEAF) was created within the State Treasury. Section 9t(5) of Act 95 provides money from the LIEAF shall be expended by the Department of Human Services as provided in the Michigan Energy Assistance Act, 2012 PA 615.

The Low Income Energy Assistance Fund (LIEAF) Surcharge is a monthly per billing meter charge for all customers receiving retail distribution service from participating Michigan electric utility. Upper Peninsula Power Company is participating, and the LIEAF Surcharge effective beginning with the September 2024 billing month is \$0.87. For a residential customer, the LIEAF Surcharge will only apply to one meter per residential site.

R

	<u>Tariff</u>	<u>Per Month/Billing Meter</u>	<u>Per Day/Billing Meter</u>
R	A-1	\$0.87	\$0.0286
R	AH-1	\$0.87	\$0.0286
R	C-1	\$0.87	\$0.0286
R	H-1	\$0.87	\$0.0286
R	P-1	\$0.87	\$0.0286
R	Cp-U	\$0.87	\$0.0286
R	WP-3	\$0.87	\$0.0286
R	CP-RR	\$0.87	\$0.0286
R	RTMP	\$0.87	\$0.0286
R	RTMP-D	\$0.87	\$0.0286
R	Special Contract	\$0.87	\$0.0286
R	SL-3	\$0.87	\$0.0286
	SL-5	N/A	N/A
	SL-6	N/A	N/A
	Z-3	N/A	N/A
	Z-4	N/A	N/A

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Chief Financial Officer
Marquette, Michigan

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D2. Tax Cuts & Jobs Act of 2018

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In Case No: U-20276

E1. Retail Access Service Tariff	RAST										
<u>1.0 INTRODUCTION AND DEFINITIONS</u>											
<p>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:</p>											
<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Introduction and Definitions</td> <td>Section 1.0</td> </tr> <tr> <td>Customer</td> <td>Section 2.0</td> </tr> <tr> <td>Alternative Electric Supplier (AES)</td> <td>Section 3.0</td> </tr> <tr> <td>Dispute Resolution</td> <td>Section 4.0</td> </tr> <tr> <td>Liability</td> <td>Section 5.0</td> </tr> </table>		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
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										
<p>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.</p>											
<u>1.1 The Customer Role</u>											
<p>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.</p> <p>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.</p>											
<u>1.2 The Supplier Role</u>											
<p>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.</p> <p>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.</p> <p>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.</p>											
Continued to Sheet No. E-2.00											

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-1.00

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.

"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.

"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.

Continued to Sheet No. E-3.00

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-2.00

"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.

N "Legally Authorized Person" means a person that has legal documentation or legal
N authority to enroll a Residential or Non-residential customer into a binding
N contract. A Legally Authorized Person includes, but is not limited to, an
N individual with power of attorney or a corporate agent authorized to enter into
N contracts on a corporation's behalf.

"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.

"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.

Continued to Sheet No. E-4.00

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Asst. VP - Regulatory Affairs
Green Bay, Wisconsin



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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-3.00

"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.

"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.

Continued to Sheet No. E-5.00

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-4.00

2.0 CUSTOMER SECTION2.1 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.

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.

Continued to Sheet No. E-6.00

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-5.00

- 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.
- 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.

Continued to Sheet No. E-7.00

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E1. Retail Access Service Tariff	RAST
Continued from Sheet No. E-6.00	
<u>2.5 Metering and Load Profiling</u>	
<p>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.</p>	
<p>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.</p>	
<p>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.</p>	
<p>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.</p>	
<p>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.</p>	
<p>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.</p>	
Continued to Sheet No. E-8.00	

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-7.00

- 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.
- 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.

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-8.00

2.6 Return to Full Requirements Service

- 2.6.1 The AES shall transmit a Customer Drop Request to the Company via a Uniform Data transaction when the Customer requests return to Full Requirements Service or when AES service is not being continued for any reason. The AES shall inform the Customer of the Drop Request in writing.
- 2.6.2 The Company will normally validate a Drop request within three (3) business days of the receipt of the Drop request and will transmit a Drop Response to the AES. As part of the validation process the Company will notify the Customer in writing that a Drop Request has been received and is being processed.
- 2.6.3 The actual switch of the Customer from AES service to Full Requirements Service shall be effective on the next scheduled meter read date that is not less than eight (8) business days after the Drop Request has been validated by the Company. The return to Full Requirements Service (or Default Service for Customers meeting criteria of 2.6.5) shall occur at midnight (00:00) local time at the beginning of the effective date.
- 2.6.4 All customers whose total load is less than 4 MW Maximum Demand shall return to Full Requirements Service on the same terms as any new customer applying for Full Requirements Service. Any such Customers returning to Full Requirements Service shall be ineligible to switch to an AES for a period of twelve (12) months thereafter.
- 2.6.5 Customers whose total load is greater than or equal to 4 Mw Maximum Demand ("large load Customers" as used herein) shall return to the Company's Default Service tariff initially and will not be eligible for Full Requirements Service until after a notice period, not to exceed 12 months, to allow the Company to secure incremental generating capacity to serve the returning large load Customer without adversely impacting Customers who have chosen to remain with the Company. The Company will return the large load Customer to Full Requirements Service from Default Service no later than 12 months after the Customer has returned to utility service. Customers may switch to another AES at any point during the period that they are on Default Service.

Continued to Sheet No. E-10.00

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-9.00

- 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 460.3901 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.

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.

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E1. Retail Access Service Tariff	RAST
Continued from Sheet No. E-10.00	
2.9 Customer Protections	
2.9.1	The maximum early termination fee for residential contracts of one year or less shall not exceed \$50. The maximum early termination fee for residential contracts of longer than one year shall not exceed \$100.
2.9.2	<p>It is the AESs responsibility to have a current valid contract with the customer at all times. Any contract that is not signed by the customer or Legally Authorized Person shall be considered null and void. Only the customer account holder or Legally Authorized Person shall be permitted to sign a contract. An AES and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a Legally Authorized Person. For each customer, an AES must be able to demonstrate that a customer has made a knowing selection of the AES by at least one of the following verification records:</p> <ul style="list-style-type: none"> i. An original signature from the customer account holder or Legally Authorized Person ii. Independent third party verification with an audio recording of the entire verification call iii. An e-mail address if signed up through the Internet. <p>The Commission or its Staff may request a reasonable number of records from an AES to verify compliance with this customer verification provision and, in addition, may request records for any customer due to a dispute.</p>
2.9.3	An AES must distribute a confirmation letter to residential customers by U.S. mail. The confirmation letter must be postmarked within seven (7) days of the customer or Legally Authorized Person signing a contract with the AES. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, the fixed or variable rate charged, the unconditional cancellation period, any early termination fee, the AES's phone number, the Commission's toll-free number and Company's emergency contact information.
2.9.4	An AES must allow the Staff of the Commission an opportunity to review and comment on its residential contract(s) and residential marketing material at least five business days before the AES intends to use these contract(s) and marketing material in the marketplace.
2.9.5	The Company shall provide Residential Customers with pending enrollments with an AES, a 14-day notice period (beginning with the day the Company receives the enrollment from the AES) in which the Residential Customers may cancel the enrollment before the switch is executed. If the Residential Customer challenges the enrollment and the switch transaction is cancelled, the affected AES(s) are notified. The enrolling AES cannot reverse the Residential Customers cancellation.
Continued to Sheet No. E-11.00	

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-10.00

3.0 ALTERNATIVE ELECTRIC SUPPLIER SECTION3.1 Availability

The Company will not process any switch Request from an AES unless and until:

- 3.1.1 The AES has been granted a license as an electric Power provider by the Commission.
- 3.1.2 The AES has demonstrated creditworthiness as described in Section 3.5.
- 3.1.3 AES has complied with all applicable statutory and administrative requirements.
- 3.1.4 The AES has demonstrated Uniform Data Transaction capability, which meets the Company's defined standards and protocols.
- 3.1.5 The AES has executed a Retail Access Service agreement (which may include, but is not limited to, a portfolio of Customers, negotiated services, etc.) with the Company and complied with the Company's Customer enrollment requirements to prevent Slamming of Customers.
- 3.1.6 The AES has obtained a valid agreement from the Customer, indicating that the Customer has chosen to Switch to the AES for Generation Service.
- 3.1.7 The AES has executed agreements with the appropriate transmission provider(s), control area(s) and ancillary services provider(s) as applicable.

3.2 Switch Requests

Service availability shall be on and after January 1, 2002 for all eligible Customers. All Switch Requests will be handled in accordance with Section 2.4 of this tariff, and will be accepted for processing by the Company on or after January 1, 2002.

Continued to Sheet No. E-12.00

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-11.00

3.3 Billing

- 3.3.1 Unless otherwise agreed, the Company and the AES will separately bill the Customer for the respective services provided by each. The Customer will receive two separate bills and is responsible for making payments to the Company for service provided in accordance with requirements of the Company as set forth in the applicable billing rules and Commission approved tariffs.
- 3.3.2 The Company may elect to offer a service where it bills the Customer for services that the Company provides as well as the services provided by an AES. When the Company bills for charges on behalf of an AES, the following conditions will apply:
- A. The Company and the AES must have entered into a billing agreement, which specifies the terms, conditions and charges under which such billing will occur.
 - B. 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.
 - 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.

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-12.00

3.4 Terms and Conditions of Service

- 3.4.1 The AES is responsible for providing Power to be transmitted by the appropriate transmission provider(s) to the Company's Distribution Point of Receipt. The AES shall meet all obligations necessary to schedule Power to match the Customer's Load, subject to energy imbalance charges and penalties in accordance with the terms of the OATT of the transmission provider(s). The AES shall comply with all applicable requirements of NERC and any regional reliability council or their successor organization(s) associated with the AES's deliveries to the Company's facilities and will meet all applicable requirements according to the transmission provider(s)' OATT.
- 3.4.2 An AES must obtain and maintain a minimum aggregate load of 1,000 kW of Maximum Demand of Customers in Company's service territory to provide Retail Access Service to Customers.
- 3.4.3 Retail Access Service may not commence until metering has been installed as specified in this Tariff as outlined in section 2.5.
- 3.4.4 The AES will provide the Company daily energy schedules for all services including losses associated with use of the Distribution System. The AES will provide verification that it has arranged for and scheduled transmission service to deliver Energy and that the energy schedule has been approved by the transmission provider(s), and that the AES has covered energy losses on the Transmission System(s).
- 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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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-13.00

3.5 Creditworthiness

- 3.5.1 Except as otherwise provided in Sections 3.5.2 and 3.5.3 below, an AES must provide security for performance of its obligations to the Company in the form of cash deposit, surety bond, letter of credit, acceptable affiliate guarantee or a combination of these methods. The total amount of the security shall be equal to one third of the estimated total annual amount to be billed under this tariff by Company to the AES, to be revised as needed to account for AES customer additions during the year. The Company shall be a named beneficiary of any bond or letter of credit, and providers of such instruments shall have an acceptable credit rating. Interest earned on security deposits held by the Company shall be payable to the AES and deposits shall be returned when no longer required. Absent previous interactions between the AES and the Company, or where the business interactions span a time period of less than two (2) years, the AES shall provide to Company a historical record of up to two (2) years, documenting prompt and timely payment for all charges previously incurred with other business entities involved in the delivery of Power to customers whether in Michigan or another jurisdiction, if available. The AES shall provide copies of its financial statements and credit bureau rating(s) to Company on request.
- 3.5.2 The security deposit under Subsection 3.5.1 shall no longer be required after the AES has made timely payments of all amounts due under this tariff and has not otherwise defaulted on any obligations to Company for a period of twenty four (24) consecutive months. If the AES fails to make a timely payment or otherwise defaults on its obligations to Company following removal of the security deposit requirement under this subsection, then the security deposit obligation under Subsection 3.5.1 applies and continues in the same manner as provided above for an AES with no established payment and compliance history.
- 3.5.3 In order to avoid duplication of effort, if the Company has another electric tariff approved by the Commission or FERC that includes creditworthiness standards applicable to AESs, the AES may demonstrate and maintain creditworthiness under those standards.
- 3.5.4 The AES will notify the Company immediately of any material adverse change in the AES's financial condition that prevents the AES from meeting the creditworthiness conditions of this tariff.

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E1. Retail Access Service Tariff

RAST

Continued from Sheet No. E-14.00

3.6 Real Power (Distribution) Losses

The AES is responsible for replacing losses associated with the delivery of Power to the Customer's meter. The amount of Power to be delivered by the AES to the Company's Distribution System will be the amount of power to be delivered at the Customer meter plus an amount to reflect the Distribution System losses as follows:

R
R

N
N

Primary	2.35%
Secondary	5.34%

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.

Continued to Sheet No. E-16.00

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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-15.00

- 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.
- 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.

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E1. Retail Access Service Tariff	RAST
Continued from Sheet No. E-15.00	
3.8 <u>Customer Protections</u>	
3.8.1	The maximum early termination fee for residential contracts of one year or less shall not exceed \$50. The maximum early termination fee for residential contracts of longer than one year shall not exceed \$100.
3.8.2	It is the AESs responsibility to have a current valid contract with the customer at all times. Any contract that is not signed by the customer or Legally Authorized Person shall be considered null and void. Only the customer account holder or Legally Authorized Person shall be permitted to sign a contract. An AES and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a Legally Authorized Person. For each customer, an AES must be able to demonstrate that a customer has made a knowing selection of the AES by at least one of the following verification records: i. An original signature from the customer account holder or Legally Authorized Person ii. Independent third party verification with an audio recording of the entire verification call iii. An e-mail address if signed up through the Internet.
	The Commission or its Staff may request a reasonable number of records from an AES to verify compliance with this customer verification provision and, in addition, may request records for any customer due to a dispute.
3.8.3	An AES must distribute a confirmation letter to residential customers by U.S. mail. The confirmation letter must be postmarked within seven (7) days of the customer or Legally Authorized Person signing a contract with the AES. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, the fixed or variable rate charged, the unconditional cancellation period, any early termination fee, the AES's phone number, the Commission's toll-free number and Company's emergency contact information.
3.8.4	An AES must allow the Staff of the Commission an opportunity to review and comment on its residential contract(s) and residential marketing material at least five business days before the AES intends to use these contract(s) and marketing material in the marketplace.
3.8.5	The Company shall provide Residential Customers with pending enrollments with an AES, a 14-day notice period (beginning with the day the Company receives the enrollment from the AES) in which the Residential Customers may cancel the enrollment before the switch is executed. If the Residential Customer challenges the enrollment and the switch transaction is cancelled, the affected AES(s) are notified. The enrolling AES cannot reverse the Residential Customers cancellation.
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E1. Retail Access Service Tariff**RAST**

Continued from Sheet No. E-16.00

4.0 DISPUTE RESOLUTION

- 4.1 The Company shall have no duty or obligation to resolve any complaints or disputes between AESs and their Customers.
- 4.2 In the event the Customer or AES has a dispute over the implementation service provided under the transmission service provider's OATT, the dispute shall be resolved using the dispute resolution procedures as described in the appropriate transmission service provider's OATT section.
- 4.3 In the event a dispute arises between an AES and the Company regarding the Company's Retail Access Service, then the party seeking resolution shall provide the other party with a statement of the dispute and the proposed resolution, delivered to the designated contact person. Upon receipt of a statement of dispute, the Company and/or AES shall attempt to resolve the dispute according to the following process:
- 4.3.1 The party receiving the statement will investigate the dispute and attempt to resolve the dispute informally in a manner that is satisfactory to both parties within 5 business days of initial receipt of the statement.
- 4.3.2 If the dispute is not resolved in five business days, the parties shall attempt to resolve the dispute by promptly appointing a senior representative of each party to attempt to mutually agree upon a resolution. The two senior representatives shall meet within ten (10) business days. If the two senior representatives cannot reach a resolution within a 30-day period, either party may then request arbitration or pursue other means of dispute resolution.
- 4.3.3 The dispute, if mutually agreed by the parties, may be submitted for resolution in accordance with the American Arbitration Association ("AAA") commercial arbitration rules. The judgment rendered by the arbitrator may be enforced in any court having jurisdiction of the subject matter and the parties.
- 4.3.4 The arbitrator may be determined by AAA.
- 4.3.5 The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the parties, except as otherwise provided by law. Any award shall specify the manner and extent of the division of the costs between the parties.
- 4.3.6 Nothing in this section shall restrict the rights of any party to seek resolution of the dispute with the appropriate regulatory agency with jurisdiction.

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E1. Retail Access Service Tariff	RAST
Continued from Sheet No. E-17.00	
<u>5.0 LIABILITY</u>	
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.
<u>6.0 STATE RELIABILITY MECHANISM (SRM) CAPACITY CHARGE</u>	
N N N N N N N N N N	6.1 For a customer taking power supply service from an AES that has not demonstrated adequate generation capacity to meet its capacity obligation, the Company shall bill the AES customers a SRM capacity charge for each month in which adequate capacity has not been demonstrated.
	6.2 The SRM capacity charge is \$90,810 / MW-year to be billed for the planning year beginning June 1 st , 2018, and annual adjustments thereafter.
	6.2 The SRM capacity charge will be billed on an estimated basis and will be trued-up each year according to section 6w(4) of Act 341.

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F1. Standard Forms

Forms

STANDARD CUSTOMER FORMS INDEX

www.uppco.com/forms

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