
**SECTION D
RATE SCHEDULES**

GENERAL TERMS AND CONDITIONS OF THE RATE SCHEDULES

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

Issued March 17, 2008
R.A. Draba
Vice-President,
Milwaukee, Wisconsin



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RATE CODES

Rg1	Residential Full Requirements	062
	Residential Retail Access	M62
Rg2	Residential Full Requirements Time-Of-Use	
	7 to 7	207
	8 to 8	208
	9 to 9	209
	10 to 10	210
Cg1	General Secondary Full Requirements	072
	General Secondary Retail Access	M72
Cg2	General Secondary Full Requirements Total Electric	076
Cg3	General Secondary Full Requirements Time-Of-Use	074
	General Secondary Retail Access Time-Of-Use	M74
Cg3C	General Secondary Experimental Curtailable	M75
Cg5	Small Secondary Full Requirements Time-Of-Use	040
	(Cg5 Street Lighting)	048
Cp1	General Primary Full Requirements	P51
	General Primary Retail Access	P61
Cp2	General Primary Full Requirements Interruptible	P52
Cp3	General Primary Full Requirements Curtailable	P53
Cp4	General Primary Full Requirements Mandatory Standby	N/A
	General Primary Retail Access Mandatory Standby	N/A
Schedule A	General Primary Full Requirements	M26
	General Primary Retail Access	N/A
CpLC	General Primary Retail Access – Large Curtailable Contract	M24
Ms2	Street and Highway Lighting	S52
Ms3	Non-Standard Street & Area Lighting	S53
GL1	Standard Area Lighting	L51
LED1	LED Street Lighting Service	LE1
Mg1	Municipal Defense Siren Service	N/A
CGS Category 1	Customer Generating Systems 20kW or less	G52
CGS Category 2	Customer Generating Systems – over 20kW – 150kW	G51
CGS Large	Customer Generating Systems - over 150kW	tbd
CGS Biogas	Customer Generating Systems – Methane Digestors	tbd
CGS PV	Experimental Renewable Energy (SOLAR PV) Distributed Generation	tbd
ERER 1	Experimental Renewable Energy Rider	N/A
ERER 2	Experimental Renewable Energy Rider	N/A
ERER 3	Experimental Renewable Energy Rider	N/A
PA1	Pole Attachments	N/A
STPR	Experimental Short Term Productivity Rider	N/A
DFP	Experimental Dollars For Power Rider	N/A
PMI	Experimental Power Market Incentives	N/A
Ds1	Supply Default Service	N/A
RAS-1	Retail Access Service	N/A
EI	Energy Information Options	N/A
PS1	Pulse Signal Device Option	N/A
<i>TssM</i>	<i>Transmission Substation Service – Metered</i>	<i>tbd</i>
<i>TssU</i>	<i>Transmission Substation Service – Unmetered</i>	<i>tbd</i>

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POWER SUPPLY COST RECOVERY

PSCR Factors:

All rates for metered electric service shall include an amount up to the Power Supply Cost Recovery (PSCR) Factor for the specified billing period as set forth below. The PSCR Factor includes an increase or decrease of 0.0104 mills per kWh for each full 0.01 mill increase or decrease in the projected annual power supply costs above or below a cost base of 45.47 mills per kWh, rounded to the nearest one-hundredth of a mill per kWh. The projected power supply costs per kWh shall equal the total projected annual net power cost divided by the projected annual net system energy requirements. Net system energy requirements shall be the sum of net generation and net purchased and interchange power.

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

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

<u>Class of Service</u>	<u>Rate Schedule No.</u>
Residential	Rg 1 and Rg 2
General Secondary	Cg 1, Cg 2, Cg 3, Cg3C, Cg 5, TssM and TssU
General Primary	Cp 1, Cp 2, Cp 3, Cp 4, Schedule A & Cp LC
Lighting	Ms2, Ms3, GL1, LED1
Other	Mg 1, DS 1
ERER 1, ERER 3	
100% Renewable power	No adjustment for PSCR
50% Renewable power	(1-.50) x PSCR factor applicable to rate schedule customer is served under. Customer pays 50% of PSCR factor.
25% Renewable power	(1-.25) x PSCR factor applicable to rate schedule customer is served under. Customer pays 75% of PSCR factor.
ERER 2	
Kilowatt-hour in excess of nominated block	PSCR factor applicable to rate schedule customer is served under.
Customer Generating System	CGS Category 1, CGS Category 2, CGS Biogas

<u>Month</u>	<u>2016 Plan Year PSCR Factor (\$ per kWh)</u>	<u>Prior Year's Factor(1) (\$ per kWh)</u>	<u>Maximum Authorized 2016 PSCR Factor(2) (\$ per kWh)</u>	<u>Maximum Authorized 2016 PSCR Factor(3) (\$ per kWh)</u>	<u>Actual Factor Billed(4) (\$ per kWh)</u>	<u>Actual Factor Billed(5) (\$ per kWh)</u>
Jan 2016	0.00181	0.00000	0.00181	0.00181	0.00181	0.00181
Feb 2016	0.00181	0.00000	0.00181	0.00181	0.00181	0.00181
Mar 2016	0.00181	(0.00005)	0.00176	0.00181	0.00000	0.00000
Apr 2016	0.00181	(0.00005)	0.00176	0.00181	0.00000	0.00000
May 2016	0.00181	(0.00005)	0.00176	0.00181	0.00000	0.00000
Jun 2016	0.00181	(0.00005)	0.00176	0.00181	0.00000	0.00000
Jul 2016	0.00181	(0.00005)	0.00176	0.00181	0.00000	0.00000
Aug 2016	0.00181	(0.00005)	0.00176	0.00181	0.00000	0.00000
Sep 2016	0.00181	(0.00005)	0.00176	0.00181	(0.00220)	(0.00220)
Oct 2016	0.00181	(0.00005)	0.00176	0.00181	(0.00316)	(0.00316)
Nov 2016	0.00181	(0.00005)	0.00176	0.00181	(0.00408)	(0.00408)
Dec 2016	0.00181	(0.00005)	0.00176	0.00181	(0.00607)	(0.00607)

- (1) The Prior Year's Factor does not apply to customers receiving service under the 2015-2019 Large Curtailable Special Contracts approved in Case No. U-17862 ("U-17862 Special Contracts")
- (2) Maximum Authorized Factor for customers not receiving service under U-17862 Special Contracts
- (3) Maximum Authorized Factor for customers receiving service under U-17862 Special Contracts
- (4) Actual Factor Billed for customers not receiving service under U-17862 Special Contracts.
- (5) Actual Factor Billed for customers receiving service under U-17862 Special Contracts.

(Continued on Sheet No. D-4.00)

Issued **November 22, 2016**
 T. T. Eidukas
 Vice-President,
 Milwaukee, Wisconsin

Effective for bills rendered for
 the 2016 Plan year



Issued under authority of
 Michigan Public Service Commission
 dated March 29, 2016
 in Case No. U-17912

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

PSCR Factors (Contd):

Parentheses indicate a credit factor. Should the Company apply lesser factors than those above or if the factors are later revised pursuant to commission orders or 1982 PA 304, the Company will notify the commission if necessary and file a revision of the above list.

Annual Reconciliation:

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

Monthly Reports:

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

Previous Year (2015) PSCR Factors:

<u>Month</u>	<u>2015 Plan Year PSCR Factor (\$ per kWh)</u>	<u>Authorized PSCR Reconciliation Factor (\$ per kWh)</u>	<u>Maximum Authorized 2015 PSCR Factor (\$ per kWh)</u>	<u>Actual Factor Billed (\$ per kWh)</u>
Jan 2015	0.00304	(0.00064)	0.00240	0.00147
Feb 2015	0.00304	(0.00064)	0.00240	0.00000
Mar 2015	0.00304	(0.00064)	0.00240	0.00000
Apr 2015	0.00304	(0.00064)	0.00240	0.00000
May 2015	0.00211	(0.00064)	0.00147	0.00000
Jun 2015	0.00211	(0.00064)	0.00147	(0.00177)
Jul 2015	0.00211	(0.00064)	0.00147	(0.00177)
Aug 2015	0.00211	(0.00064)	0.00147	(0.00177)
Sep 2015	0.00211	(0.00064)	0.00147	(0.00033)
Oct 2015	0.00211	(0.00064)	0.00147	(0.00033)
Nov 2015	0.00211	(0.00064)	0.00147	(0.00289)
Dec 2015	0.00211	(0.00064)	0.00147	(0.00541)

Issued **March 31, 2016**
J. A. Schubilske
Vice-President,
Milwaukee, Wisconsin



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the **2016** Plan year

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Reserved for Future Use

Issued *November 22, 2013*
J. A. Schubilske
Vice-President,
Milwaukee, Wisconsin



Effective beginning with the first
billing cycle following *November 13,*
2013

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in Case No. U-16366

ENERGY OPTIMIZATION SURCHARGE

Residential Rate Schedules:

Customers on the Rg1 and Rg2 rate schedules shall receive a Delivery/distribution Energy Optimization Surcharge per kWh, as indicated below:

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General Secondary, General Primary, and Lighting Rate Schedules:

Customers on the following rate schedules shall receive a Delivery/distribution Energy Optimization Surcharge per meter*, per day, as indicated below.

RATE SCHEDULE	Customers without a	Customers with a
	Self-Directed Plan	Self-Directed Plan
	<u>RATE</u>	<u>RATE</u>
Cg 1	\$0.25248	\$0.01591
Cg 2	\$0.49377	\$0.03111
Cg 3	\$4.35422	\$0.27432
Cg3C	\$4.35422	\$0.27432
Cg 5	\$0.33326	\$0.02100
Cp 1	\$16.23704	\$1.02293
Cp 2	\$165.37226	\$10.41845
Cp 3	\$165.37226	\$10.41845
Cp 4	\$165.37226	\$10.41845
A	\$15.83650	\$0.99770
Cp LC**	\$62.25248	\$3.92191
TssM	\$0.10311	\$0.00650
TssU	\$0.10311	\$0.00650
<i>Special Contracts</i>	\$38.17612	\$2.40510

* Company assumes one meter per service point.

**Includes special contract customer formerly served under the CpLC rate schedule.

(Continued on Sheet No. D-5.02)

Issued **November 30, 2015**
J. A. Schubilske
Vice-President,
Milwaukee, Wisconsin



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in Case No. **U-17777**

ENERGY OPTIMIZATION SURCHARGE

(Continued From Sheet No. D-5.01)

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

Lamp Size (Watts)	Customers without a Self-Directed Plan			Customers with a Self-Directed Plan		
	GL1	Ms2	Ms3	GL1	Ms2	Ms3
50	*	\$0.13	\$0.13	*	\$0.01	\$0.01
70	\$0.18	\$0.18	\$0.18	\$0.02	\$0.02	\$0.02
100	\$0.25	\$0.25	\$0.25	\$0.02	\$0.02	\$0.02
150	\$0.38	\$0.38	\$0.38	\$0.04	\$0.04	\$0.04
175	\$0.44	\$0.44	\$0.44	\$0.04	\$0.04	\$0.04
200	\$0.51	\$0.51	\$0.51	\$0.05	\$0.05	\$0.05
250	\$0.64	\$0.64	\$0.64	\$0.06	\$0.06	\$0.06
400	\$1.02	\$1.02	\$1.02	\$0.10	\$0.10	\$0.10
1000	*	*	\$2.54	*	*	\$0.24

* Not available for this rate.

LED Street Lighting Service Rate Schedule:

The LED1 rate schedule shall receive an Energy Optimization Surcharge per kWh as shown below. The kWh usage shall be calculated by multiplying the rated input wattage of the original fixture and related accessory equipment by 350 hours.

Customers without a self-directed plan	\$0.00729
Customers with a self-directed plan	\$0.00069

Municipal Defense Siren Rate Schedule:

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

Customers without a self-directed plan	\$0.11
Customers with a self-directed plan	\$0.01

Other Rate Schedules:

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

RATE SCHEDULE

- ERER1
- ERER2
- ERER3
- Ds1
- CGS Category 1
- Customers contracting for Retail Access Service

Issued **November 30, 2015**
 J. A. Schubilske
 Vice-President,
 Milwaukee, Wisconsin



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RENEWABLE ENERGY SURCHARGE

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

<u>RATE SCHEDULE</u>	<u>RATE</u>
Rg 1	<i>\$0.03945</i>
Rg 2	<i>\$0.03945</i>
Cg 1	<i>\$0.21798</i>
Cg 2	<i>\$0.21798</i>
Cg 3	<i>\$0.21798</i>
Cg3C	<i>\$0.21798</i>
Cg 5	<i>\$0.21798</i>
Cp 1	<i>\$2.46581</i>
Cp 2	<i>\$2.46581</i>
Cp 3	<i>\$2.46581</i>
Cp 4	<i>\$2.46581</i>
A	<i>\$2.46581</i>
Cp LC	<i>\$2.46581</i>
TssM	<i>\$0.21798</i>
TssU	<i>\$0.21798</i>
Special Contracts	<i>\$2.46581</i>

* Company assumes one meter per service.

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

RATE SCHEDULE

ERER1
ERER2
ERER3
Ds1

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

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Vice-President,
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Reserved for Future Use

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Reserved for Future Use

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Vice-President,
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RESIDENTIAL FULL REQUIREMENTS OR RETAIL ACCESS SERVICE RATE Rg1

Availability:

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

Hours of Service: Twenty-four.

Character of Service: Alternating current, 60 hertz, single-phase, three-phase or combination single and three-phase service.

Rate:

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

Non-Space heating: \$0.08999 per kWh

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

Space heating: \$0.08999 per kWh first 500 kWh per month
 \$0.08749 per kWh excess of 500 kWh per month

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

Facilities Charge: per day per standard meter or service connection
 \$0.31582 single-phase
 \$0.47373 three-phase

Distribution Charge: \$0.04772 per kWh
Excess Meter Charge: \$0.03288 per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

Minimum Charge: The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, and the Excess Meter Charge, if applicable.

Payment: This rate is net.

Late Payment Charge:

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

Retail Access Option:

Customers who meet the availability requirements of the Rg1 rate schedule may contract for residential retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, there is a \$2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

Conditions of Delivery: See Sheet Nos. D-8.00 – D-9.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

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Milwaukee, Wisconsin



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RESIDENTIAL FULL REQUIREMENTS SERVICE TIME-OF-USE RATE Rg2

Availability:

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

Hours of Service: Twenty-four.

Character of Service: Alternating current, 60 Hertz, single-phase, three-phase, or combination single and three-phase service.

Rate:

Delivery and Power Supply Charges:

Facilities Charge:	per day per standard meter or service connection		
		\$0.31582	single-phase
		\$0.47373	three-phase
Distribution and Power Supply Charges:		\$0.27710	per kWh On-peak (a)
		\$0.05818	per kWh Off-peak (b)
Excess Meter Charge:		\$0.03288	per day per standard meter in excess of one

Delivery and Power Supply Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

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

(b) Residential off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

Minimum Charge: The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, and the Excess Meter Charge, if applicable.

Payment: This rate is net.

Late Payment Charge:

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

Conditions of Delivery: See Sheet Nos. D-8.00 – D-9.00.

(Continued on Sheet No. D-8.00)

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Vice-President,
Milwaukee, Wisconsin



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RESIDENTIAL SERVICE TIME-OF-USE RATES Rg1 & Rg2
(Continued from Sheet No. D-7.00)

Conditions of Delivery:

1. The Company will generally furnish single-phase, 60 hertz service at 120/240 volts. Single or three-phase service will be furnished in accordance with the Electric Service Rules and Regulations of the Company.
2. In any established three-phase, four-wire area, the Company may furnish 60-hertz, alternating current service at 120/208 volts. Single-phase loads will be served from three-wire circuits (two phases and neutral) and three-phase loads from four-wire circuits (three phases and neutral).
3. When single phase service is furnished through one meter, and single or three-phase service through another, each installation shall be regarded as a separate service under this rate.
4. Service for a barn or private garage may be furnished through the associated residence meter or through a separate meter. In the latter case, it shall be treated as service to a separate residence. A private garage is defined as one used in connection with a residence and housing not in excess of four cars, or housing more than four cars if all cars are used in connection with the residence of a single residential customer.
5. In multi-unit dwellings in which each dwelling unit is separately metered, service to each such unit shall be furnished under the residential rate. Service to the janitor's quarters, excluding service for the public portions of such dwelling, shall be furnished under the residential rate if separately metered. A dwelling unit is defined as any room or group of rooms used for cooking and sleeping purposes.
6. Service under this rate is not available for the following types of premises, which shall be served under the general secondary rate:
 - (a) A building used for both residential and commercial purposes, if both residential and commercial portions are served through one meter.
 - (b) A business establishment located in a multi-unit dwelling.
 - (c) A group of three or more dwelling units, including rental units, which are served through one meter in whole or in part.
 - (d) A rooming house, defined a dwelling in which the customer maintains four or more rooms for rent.
 - (e) The public portions of a multi-unit dwelling and any other loads served through the same meter
7. A customer who regularly uses service of less than one year may pay the monthly minimum charge during the months in which he does not require service or, upon his request, service will be disconnected and he will be billed a disconnection and reconnection charge as specified in Section C2.15 of the Electric Service Rules and Regulations of this Company.

(Continued on Sheet No. D-9.00)

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R.A. Draba
Vice-President,
Milwaukee, Wisconsin



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

Conditions of Delivery (Contd):

8. Seasonal customers may elect to be billed each of six consecutive revenue months, June through November, of each year in lieu of monthly billing. Seasonal customers must be able to demonstrate that, during the non-billing period, usage does not exceed a total of 1000 kWh in order to qualify for the seasonal billing arrangement. For billing seasonal customers, the facilities charge and meter charge shall be doubled. Incidental use during the off-season months will be included in the first billing of the following season. A customer may elect the seasonal billing option at the time of application for service or any time thereafter but, once elected, the option must remain in effect a minimum of twelve months. Customers being billed under the seasonal billing option may discontinue service at any time (See paragraph 7, Conditions of Delivery). New or discontinuing customers will be billed only during the seasonal billing months that they are on service.
9. A customer shall not receive a reduced minimum charge for temporary disconnection of service. If reconnected within 12 months of disconnection, the customer shall also pay the disconnection and reconnection charge as specified in Section C2.15 of the Electric Service Rules and Regulations of the Company.
10. Temporary service is available under this rate upon the payment in advance of the Company's estimated cost of providing and installing all facilities required especially for such service, plus the estimated cost of removing such facilities, less the estimated salvage value of the property removed. In no case shall the net payment by the customer be less than \$25.00.
11. Energy furnished under rates for residential service shall not be resold.
12. The Company shall not be required to provide service as standby for other types of energy or fuel.
13. Renewable energy systems under schedule Rg2 shall utilize electricity as the sole supplemental source of energy. The installation must be approved by the local code authority.
14. Energy storage systems under schedule Rg2 must be adequate to supply all the energy requirements for the purpose intended and shall utilize electricity as the sole source of energy. The installation must be approved by the local code authority.
15. Customers who wish to operate electric generation equipment in parallel with the Company's system shall abide by the conditions of purchase for rate schedules Cgs1, Cgs2 **and CGS PV**.

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R.A. Draba
Vice-President,
Milwaukee, Wisconsin

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December 16, 2008
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GENERAL SECONDARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE RATE Cg1

Availability:

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

Hours of Service: Twenty-four.

Character of Service: Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

Rate:

Power Supply Charges: These charges are applicable to Full Requirements service.
\$0.08971 per kWh

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

Facilities Charge:	per day per standard meter or service connection
	\$0.49315 single-phase
	\$0.96986 three-phase
Distribution Charge:	\$0.05443 per kWh
Excess Meter Charge:	\$0.03288 per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

Minimum Charge:

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

Late Payment Charge:

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

Retail Access Option:

Customers who meet the availability requirements of the Cg1 rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, there is a \$2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

Conditions of Delivery: See Sheet No. D-14.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

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GENERAL SECONDARY TOTAL ELECTRIC FULL REQUIREMENTS SERVICE Cg2

Availability:

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

Hours of Service: Twenty-four.

Character of Service: Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

Rate:

Power Supply Charges: \$0.08121 per kWh

Delivery Charges:

Facilities Charge:	per day per standard meter or service connection
	\$0.49315 single-phase
	\$0.96986 three-phase
Distribution Charge:	\$0.05443 per kWh
Excess Meter Charge:	\$0.03288 per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

Minimum Charge: The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Optimization Surcharge, and the Excess Meter Charge, if applicable.

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

Conditions of Delivery:

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

(Continued on Sheet No. D-11.01)

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GENERAL SECONDARY TOTAL ELECTRIC FULL REQUIREMENTS SERVICE Cg2

(Continued From Sheet No. D-11.00)

Conditions of Delivery:

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

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

Availability:

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

Character of Service: Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

Rate:

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

Demand Charge:	\$13.199	per kW Measured On-peak Demand
Energy Charge:	\$0.06772	per kWh On-Peak (a)
	\$0.04420	per kWh Off-peak (b)

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

Facilities Charge:	\$2.79452	per day per standard meter or service connection
Demand Charge:	\$5.592	per kW of Customer Maximum Demand
Distribution Charge:	\$0.01221	per kWh On-peak (a)
	\$0.01221	per kWh Off-peak (b)
Excess Meter Charge:	\$0.13151	per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

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

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Optimization Surcharge, the Excess Meter Charge, and the Customer Maximum Demand Charge. Auxiliary service shall be as provided in Paragraph 6, Conditions of Delivery, Sheet D-14.00.

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

Retail Access Option:

Customers who meet the availability requirements of the Cg3 rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

Conditions of Delivery: See Sheet No. D-14.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

(Continued on Sheet No. D-12.01)

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**GENERAL SECONDARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE TIME-OF-
USE RATE Cg3**
(Continued from Sheet D-12.00)

Determination of Demand:

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

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

Availability:

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

Rate:

Power Supply Charges:

Demand Charge:	\$13.199	per kW Measured On-peak Demand
Curtailable Demand Credit	\$0.02020	per kW per on-peak hour of use
Energy Charge:	\$0.06772	per kWh On-Peak (a)
	\$0.04420	per kWh Off-peak (b)

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

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

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

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

Delivery Charge:

Facilities Charge:	\$2.79452	per day per standard meter or service connection
Demand Charge:	\$5.592	per kW of customer maximum demand
Distribution Charge:	\$0.01221	per kWh On-peak (a)
	\$0.01221	per kWh Off-peak (b)
Excess Meter Charge:	\$0.13151	per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

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

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Optimization Surcharge, the Excess Meter Charge, and the Customer Maximum Demand Charge. Auxiliary service shall be as provided in Paragraph 6, Conditions of Delivery, Sheet D-14.00.

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

(Continued on Sheet No. D-12.03)

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**GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL
CURTAILABLE RATE Cg3C
(Continued from Sheet No. D-12.02)**

Determination of Demand:

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

Conditions of Delivery

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

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**GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL
CURTAILABLE RATE Cg3C
(Continued from Sheet No. D-12.03)**

Conditions of Delivery (Cont.):

4. *If the customer's curtailment demand is less than 100 kW for any three months of a consecutive twelve month period, the Company may suspend service under this rate and thereafter serve the customer under the appropriate rate.*
5. *For purposes of determining the customer's eligibility for this rate, the customer's curtailable demand will be the difference between the customer's maximum measured on-peak demand during the last consecutive twelve month period and the customer's proposed contract firm demand. Curtailable service under this rate may be refused if the Company believes the load to be curtailed will not provide adequate load reduction when the Company desires curtailment. The Company will notify the customer of the Company's refusal to provide service under this rate and the Company will inform the customer of the customer's right to ask for a commission review of the Company's refusal of service.*
6. *Where needed, the customer shall supply a source of electric service at 120 volts with sufficient capacity to operate the curtailable rate metering system.*
7. *The Company will install all apparatus and materials necessary for the measurement of the curtailment of load. The customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.*
8. *Service under this rate shall be subject to curtailment at the sole discretion of the Company. The sum of capacity curtailments and system energy economy constraints will not exceed 300 hours of curtailment in any calendar year. The Company will limit the duration of any one curtailment to eight hours between the hours of 8:00 a.m. and 10:00 p.m. prevailing time. Brief periods of curtailment (periods that are less than four hours duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind, and other physical causes other than intentional curtailment by the Company shall not be considered in determining the hours of curtailment.*
9. *Service under this rate shall be subject to: a) curtailments due to capacity constraints, during which the customer must curtail load or be charged a penalty, and b) system energy economy constraints, during which the customer may elect to either drop load or pay the additional charge for energy use.*

Capacity Curtailments: The customer shall receive a one hour notice of capacity curtailments. The customer shall be charged a penalty for each occurrence in which the customer fails to curtail load to or below the contract firm demand level during the entire period of a capacity curtailment. During the twelve month trial period, the penalty shall be fifteen dollars (\$15) per kilowatt of maximum measured demand above the contract firm demand recorded during a capacity curtailment period, for up to two failures to curtail within said trial period. Beginning with the third failure to curtail during the trial period, and for all failures to curtail which occur after the expiration of the trial period, the penalty shall be thirty-five dollars (\$35) per kilowatt of maximum measured demand recorded during a capacity curtailment period which is above the customer's contract firm demand level. The Company may suspend service under this rate and thereafter serve the customer under the appropriate rate if the customer fails to curtail service twice in any consecutive twelve month period.

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

Conditions of Delivery (Cont.):

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

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

- 10. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.*
- 11. Curtailable service shall not be used as a standby for any other forms of energy or fuel. Customers with their own generating equipment shall be required to separately meter such equipment or demonstrate the separation of curtailable loads from the generation output.*

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

Availability:

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

Hours of Service: Twenty-four.

Character of Service: Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

Rate:

Delivery and Power Supply Charges:

Facilities Charge:	per day per standard meter or service connection
	\$0.49315 single-phase
	\$0.96986 three-phase
Distribution and Power Supply Charges:	
	\$0.27560 per kWh On-peak (a)
	\$0.06887 per kWh Off-peak (b)
Excess Meter Charge:	\$0.03288 per day per standard meter in excess of one

Delivery and Power Supply Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

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

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Optimization Surcharge, and the Excess Meter Charge. Auxiliary service shall be as provided in Paragraph 6, Conditions of Delivery.

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

Conditions of Delivery: See Sheet No. D-14.00.

(Continued on Sheet No. D-14.00)

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

Conditions of Delivery:

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

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

Availability:

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

Rates: (for service at primary voltages) ≤4,160 volts >4,160 to <69,000 volts ≥69,000 volts

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

Demand Charge: per kW of Measured On-peak Demand	\$13.008	\$12.762	\$12.508
Energy Charge: per kWh			
On-peak (b)	\$0.06674	\$0.06548	\$0.06417
Off-peak (c)	\$0.04356	\$0.04274	\$0.04189

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

Facilities Charge: per day	\$20.21918	\$20.21918	\$20.21918
Demand Charge: per kW of Customer Maximum Demand	\$4.313	\$4.231 OR \$0.200(a)	\$0
Distribution Charge: per kWh			
On-peak (b)	\$0.01203	\$0.01180 OR \$0.00124(a)	\$0
Off-peak (c)	\$0.01203	\$0.01180 OR \$0.00124(a)	\$0
Power Factor Demand Charge: per kW of Power Factor Demand	\$18.204	\$17.907	\$12.184

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

For Determination of Demand, see Sheet No. D-16.00.

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

(Continued on Sheet No. D-15.01)

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 Milwaukee, Wisconsin



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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE
TIME-OF-USE RATE Cp1
(Continued from Sheet No. D-15.00)**

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge, *the Renewable Energy Surcharge, the Energy Optimization Surcharge*, plus the charge for 300 kW of measured on-peak demand plus the charge for 300 kW of customer maximum demand. Auxiliary service shall be furnished as provided in paragraph 5, Conditions of Delivery, Sheet D-17.00.

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

Retail Access Option:

Customers who meet the availability requirements of the Cp1 rate schedule may contract for retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

Conditions of Delivery: See Sheet No. D-17.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

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

Determination of Demand: This is also valid for Rate Cp4

Measured Demands:

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

Customer Maximum Demand:

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

Power Factor Demand:

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

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

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

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

New Equipment Testing Demand for Rate Cp 1 Only:

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

(Continued on Sheet No. D-17.00)

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

Conditions of Delivery:

1. The Company will furnish three-phase, 60 hertz power service at a primary voltage as specified by the Company, but in no case less than approximately 2,400 volts, at one point on the premises of the customer nearest the lines of the Company. The supply voltage will depend upon the location of the customer and the size and characteristics of his load. At the option of the Company, a customer receiving service under this rate at more than one voltage on the same premises may be billed on a conjunctive basis if the customer was required to change voltage due to the limitations of the Company's distribution system. If the customer elects to serve additional load at a higher voltage and the Company has distribution facilities at the existing voltage adequate to serve the additional load, then the Company shall bill the customer separately at each voltage.
2. Service under this rate is primarily for customers who use it in manufacturing and industrial operations. Any customer receiving service under this rate who requires lighting regulation shall furnish, install, operate and maintain the necessary regulating equipment at his expense.
3. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Company's rules and regulations pertaining to primary substation installation, and shall at all times be kept suitable for operation by the power furnished.
4. If the customer's off-peak demand exceeds the on-peak demand, to the extent that the installation of additional facilities are required, then the customer shall pay for such additional facilities.
5. Customers who wish to operate electric generation equipment in parallel with the Company's system shall abide by the conditions of purchase for rate schedules Cgs1, Cgs2 *and CGS PV*.
6. Should the customer, because of fire, strike, demonstrations, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from utilizing the power service contracted for, the Company will waive the monthly minimum demand charge for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.
7. The Company shall use reasonable diligence in furnishing an uninterrupted and regular supply of power, but it shall not be liable for interruptions, deficiencies, or imperfections in electric service provided under these rates except to the extent of a prorated reduction of the demand charge provided for herein.
8. Service under this rate shall be furnished only in accordance with the Electric Service Rules and Regulations of the Company.
9. Except as provided by contract entered into pursuant to Paragraph 5 of these conditions, the Company shall not be required to provide service as standby for other types of energy or fuel.
10. Energy furnished under this rate shall not be resold, except as provided in the Electric Services Rules and Regulations of the Company.

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GENERAL PRIMARY FULL REQUIREMENTS SERVICE INTERRUPTIBLE RATE Cp2

Availability:

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

Rates: (for service at primary voltages)	≤4,160	>4,160 to	≥69,000
Power Supply Charges:	<u>volts</u>	<u><69,000 volts</u>	<u>volts</u>
Demand Charge: per kW of Measured On-peak Demand	\$10.028	\$9.872	\$9.738
Energy Charge: per kWh			
On-peak (b)	\$0.06674	\$0.06548	\$0.06417
Off-peak (c)	\$0.04356	\$0.04274	\$0.04189
Delivery Charges:			
Facilities Charge: per day	\$20.21918	\$20.21918	\$20.21918
Customer may be exempt from this facilities charge if taking service at the same location on rate schedule Cp-1			
Demand Charge: per kW of Customer Maximum Demand	\$4.313	\$4.231 OR	\$0
		\$0.200(a)	
Distribution Charge: per kWh			
On-peak (b)	\$0.01203	\$0.01180 OR	\$0
		\$0.00124(a)	
Off-peak (c)	\$0.01203	\$0.01180 OR	\$0
		\$0.00124(a)	
Power Factor Demand Charge: per kW of Power Factor Demand	\$18.204	\$17.907	\$12.184

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

For Determination of Demand, see sheet No. D-16.00.

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

Minimum Charge:

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

(Continued on Sheet No. D-19.00)

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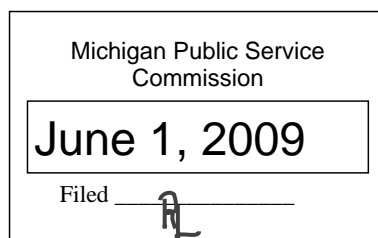
GENERAL PRIMARY FULL REQUIREMENTS SERVICE INTERRUPTIBLE RATE Cp2
(Continued from Sheet No. D-18.00)

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

Conditions of Delivery:

1. General Primary – Time-of-Use, Rate Schedule No. Cp1, Conditions of Delivery apply.
2. A customer taking service under this rate must execute a contract with a provision which, absent notice, will automatically extend the contract for five years from each anniversary date.
3. Interruptible service under this rate may be refused if the Company believes the load to be interrupted will not provide adequate load reduction when the Company desires interruption. The Company will notify the customer of the Company's refusal to provide service under this rate and the Company will inform the customer of the customer's right to ask for a commission review of the Company's refusal of service.
4. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Company's rules and regulations pertaining to primary substation installation and shall at all times be kept suitable for operation by the power furnished. The customer's circuits are to be arranged so that none of the interruptible load can be transferred to service furnished under any other rate.
5. Service under this rate shall be subject to interruption at the sole discretion of the Company, but interruptions will not be made for system energy economy reasons. There will be no more than 150 hours of interruption in a calendar year. Brief periods of interruption (periods that are less than four hours' duration) should be regarded as having lasted four hours, for purposes of limiting the total annual hours to 150. Interruptions due to lightning, wind, and other causes other than intentional interruptions by the Company shall not be considered in determining the hours of interruption or frequency.
6. The customer shall pay thirty-five dollars (\$35) per kilowatt for the 15-minute maximum measured demand recorded during each period of interruption of service ordered by the Company. The Company may suspend service under this rate if the customer uses service during periods of interruption and thereafter serve the customer under the appropriate rate.
7. The customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the interruptible load.
8. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.
9. Interruptible service shall not be used as standby for any other forms of energy or fuel.

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GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3

Availability:

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

Rates: (for service at primary voltages)	≤4,160	>4,160 to	≥69,000
Power Supply Charges:	volts	<69,000 volts	volts
Demand Charge: per kW of Measured On-peak Demand			
	\$13.008	\$12.762	\$12.508
Curtailable Demand Credit: per kW per on-peak hr of use			
	\$0.0199	\$0.0195	\$0.0191
Energy Charge: per kWh			
On-peak (b)	\$0.06674	\$0.06548	\$0.06417
Off-peak (c)	\$0.04356	\$0.04274	\$0.04189

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

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

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

Delivery Charges:

Facilities Charge: per day	\$20.21918	\$20.21918	\$20.21918
Demand Charge: per kW of Customer Maximum Demand			
	\$4.313	\$4.231 OR	\$0
		\$0.200(a)	
Distribution Charge: per kWh			
On-peak (b)	\$0.01203	\$0.01180OR	\$0
		\$0.00124(a)	
Off-peak (c)	\$0.01203	\$0.01180OR	\$0
		\$0.00124(a)	
Power Factor Demand Charge: per kW of Power Factor Demand			
	\$18.204	\$17.907	\$12.184

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

For Determinations of Demand, see Sheet Nos. D-21.00 – D-22.00.

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

(Continued on Sheet No. D-21.00)

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GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3
(Continued from Sheet No. D-20.00)

(c) General Primary off-peak usage is the energy in kilowatt-hours delivered during all hours other than on-peak hours.

Minimum Charge:

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

Late Payment Charge:

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

Conditions of Delivery: See Sheet Nos. D-22.00 – D-24.00.

Determinations of Demand:

Measured Demands

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

Customer Maximum Demand:

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

Power Factor Demand:

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

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

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

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

(Continued on Sheet No. D-22.00)

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GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3
(Continued from Sheet No. D-21.00)

Determinations of Demand (Contd):

Contract Firm Demand

Customer served under this rate must enter into a contract that specifies a contract firm demand level and curtailable credit option. The customer may renominate a contract firm demand once during a calendar year subject to approval by the Company. Within an hour of being notified to curtail by the Company, the customer must curtail demand to the contract firm demand level and remain at or below the contract firm demand until the customer is notified that the curtailment period has ended, unless the customer has entered into a contract to buyout of curtailments for system energy economy reasons.

Curtailable Demand

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

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

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

Curtailable Demand = 0

Conditions of Delivery:

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

At the sole discretion of the Company, other customer requests to waive this cancellation fee may be considered and granted, but only under extraordinary circumstances such as a systemic and sustained change in Customer production levels.

4. If the customer's curtailable demand is less than 500 kW for any three months of a consecutive twelve month period, the Company may suspend service under this rate and thereafter serve the customer under the appropriate rate.
5. For purposes of determining the customer's eligibility for this rate, the customer's curtailable demand will be the difference between the customer's maximum measured on-peak demand during the last consecutive twelve month period and the customer's proposed contract firm demand. Curtailable service under this rate may be refused if the Company believes the load to be curtailed will not provide adequate load reduction when the Company desires curtailment. The Company will notify the customer of the Company's refusal to provide service under this rate and the Company will inform the customer of the customer's right to ask for a Commission review of the Company's refusal of service.

(Continued on Sheet No. D-23.00)

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GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3
(Continued from Sheet No. D-22.00)

Conditions of Delivery (Contd):

6. The customer shall, at its expense, install all apparatus and materials necessary for the measurement of the curtailment of load. The customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.
7. Service under this rate shall be subject to curtailment at the sole discretion of the Company. The sum of capacity curtailments and system energy economy constraints will not exceed 300 hours of curtailment in any calendar year. The Company will limit the duration of any one curtailment to eight hours between the hours of 8:00 a.m. and 10:00 p.m. prevailing time. Brief period of curtailment (periods that are less than four hours duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind, and other physical causes other than intentional curtailment by the Company shall not be considered in determining the hours of curtailment.
8. Service under this rate shall be subject to: a) curtailments due to capacity constraints, during which the customer must curtail load or be charged a penalty, and b) system energy economy constraints, during which the customer may elect to either drop load or pay the additional charge for energy use.

Capacity Curtailments: The customer shall receive a one hour notice of capacity curtailments. The customer shall be charged a penalty for each occurrence in which the customer fails to curtail load to or below the contract firm demand level during the entire period of a capacity curtailment. During the twelve month trial period, the penalty shall be fifteen dollars (\$15) per kilowatt of maximum measured demand above the contract firm demand recorded during a capacity curtailment period, for up to two failures to curtail within said trial period. Beginning with the third failure to curtail during the trial period, and for all failures to curtail which occur after the expiration of the trial period, the penalty shall be thirty-five dollars (\$35) per kilowatt of maximum measured demand recorded during a capacity curtailment period which is above the customer's contract firm demand level. The Company may suspend service under this rate and thereafter serve the customer under the appropriate rate if the customer fails to curtail service twice in any consecutive twelve month period.

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

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

9. Should the customer, because of fire, strike, demonstrations, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from utilizing the power service contracted for, the Company will waive Paragraph 3 of these Conditions of Delivery for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.
10. The customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the curtailable load.

(Continued on Sheet No. D-24.00)

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GENERAL PRIMARY FULL REQUIREMENTS SERVICE CURTAILABLE RATE Cp3
(Continued from Sheet No. D-23.00)

Conditions of Delivery (Contd):

11. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.

12. Curtailable service shall not be used as standby for any other forms of energy or fuel. Customers with their own generating equipment shall be required to separately meter such equipment or demonstrate the separation of curtailable loads from the generation

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

Availability:

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

Rates: (for service at primary voltages) ≤4,160 volts >4,160 to <69,000 volts ≥69,000 volts

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

Demand Charge: per kW of Billed Demand

\$13.008	\$12.762	\$12.508
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Standby Demand Charge: per kW

\$1.748	\$1.715	\$1.680
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Standby Energy: In addition to the charges below, Standby Energy will be billed at the system avoided cost of power plus 10% per kWh, less the appropriate on or off-peak energy charge per kWh (including the Power Supply Recovery Factor), but not less than zero.

Energy Charge: per kWh

On-peak (b) \$0.06674	\$0.06548	\$0.06417
Off-peak (c) \$0.04356	\$0.04274	\$0.04189

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

Facilities Charge: per day

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

Demand Charge: per kW of Maximum Total Demand

\$4.313	\$4.231 OR	\$0
	\$0.200(a)	

Distribution Charge: per kWh

On-peak (b) \$0.01203	\$0.01180 OR	\$0
	\$0.00124(a)	
Off-peak (c) \$0.01203	\$0.01180 OR	\$0
	\$0.00124(a)	

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

\$18.204	\$17.907	\$12.184
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Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

For Definitions for determining billed quantities, see Sheet Nos. D-26.00 – D-27.00.

- (a) Charge for customer who takes service at 13,200 volts or greater, but less than 69,000 volts, directly from a company-owned substation transformer, and is served using no company-owned primary lines.

(Continued on Sheet No. D-26.00)

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY
STANDBY RATE Cp4
(Continued from Sheet No. D-25.00)**

Power Supply Charges (Cont.):

- (b) Customers shall select one of two on-peak periods which shall be either from 8:00 a.m. to 8:00 p.m. or from 10:00 a.m. to 10:00 p.m., as selected by the customer, prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (c) The off-peak period shall be those hours not designated as on-peak.

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

Minimum Charge:

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

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

Retail Access Option:

Customers who meet the availability requirements of the Cp4 rate schedule may contract for retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

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

Definitions for Determining Billed Quantities:

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

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

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

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

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

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

(Continued on Sheet No. D-27.00)

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY
STANDBY RATE Cp4
(Continued from Sheet No. D-26.00)**

Definitions for Determining Billed Quantities (Contd):

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

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

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

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

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

Power Factor Demand:

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

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

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

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

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

(Continued on Sheet No. D-27.01)

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**GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE MANDATORY
STANDBY RATE Cp4
(Continued from Sheet No. D-27.00)**

Conditions of Delivery:

1. General Primary – Time-of-Use, Rate Schedule No. Cp 1, Conditions of Delivery apply. Service will be provided to the customer at the same location under Cp 2 – Interruptible Service only when the customer’s circuits are arranged so that none of the interruptible load can be transferred to the Company’s system through service under this or any other rate. Service will be provided to the customer at the same location under Cp 3 – Curtailable Service only when the curtailable load is isolated through separate circuits or submetering. Additional service under Cp 2 and Cp 3 will be separately billed from standby service under the provisions of the applicable tariff. The customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the curtailable or interruptible loads.
2. Subject to the written approval of the Company, the customer will be allowed to preschedule up to two maintenance outages per year (for a total of 10 on-peak days) at times when the Company’s system is capable of supplying the standby demand on a firm basis. The customer shall request a maintenance period at least 90 days in advance. The Company will consider and try to supply maintenance power on less than 90 days customer request in extenuating circumstances.
3. A customer commencing service under this rate schedule must execute a contract with a provision which, absent notice, will automatically extend the contract for five years from each anniversary date. The contract will contain an identification of the customer’s generator for which standby service on this rate is to be provided.
4. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power furnished by the Company. All such apparatus shall conform to the Company’s rules and regulations pertaining to primary substation installation and shall at all times be kept suitable for operation by the power furnished.
5. Should the customer, because of fire, strike, demonstrations, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes beyond his control, be prevented from utilizing the power service contracted for, the Company will waive the minimum demand charges for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the customer notifies the Company in writing within six days of his inability to use said power service, specifying reasons therefore.
6. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.

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GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A

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

Hours of Service: Twenty-four.

Character of Service: Alternating current, 60 hertz, three-phase at 138,000 volts.

Rate:

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

Demand Charge: \$12.508 per kW of billed demand
Subject to a minimum monthly *demand charge of 300 kW of billed demand.*

Standby Demand Charge: \$0.919 per kW
Energy Charge: \$0.06417 per kWh On-peak
\$0.04189 per kWh Off-peak

Additional Charge for Standby Energy:

In addition to the charges above, Standby Energy will be billed at the following rates:
\$0.03000 per kWh On-peak
\$0.02000 per kWh Off-peak

Curtailable Credit: per kW of Curtailable On-Peak Demand

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

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

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

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

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

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

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

For determination of demand, see Sheet No. D-28.00 – D-30.00

Minimum Charge:

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

Late Payment Charge:

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

(Continued on Sheet No. D-29.00)

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GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A
(Continued from Sheet No. D-28.00)

Retail Access Option:

Customers who meet the availability requirements of the Schedule A rate schedule may contract for retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

Conditions of Delivery: See Sheet No. D-31.00 In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

Definitions:

1. On-peak Energy

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

2. Off-peak Energy

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

3. Measured Demand

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

4. Company Supplied Demand

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

5. Generator Supplied Demand

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

6. Total Demand

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

7. Maximum Total Demand

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

8. Maximum Total On-Peak Demand

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

Continued on Sheet No. D-30.00)

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GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A
(Continued from Sheet No. D-29.00)

Definitions (Contd):

9. Reserved Demand

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

10. Standby Demand

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

11. Billed Demand

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

12. Standby Energy

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

13. Power Factor Demands

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

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

$$\text{Power Factor demand} = 0$$

- (b) For lagging power factors below 90%.

$$\text{Power Factor demand} = \text{Company Supplied demand} * [(0.65) * (0.95 - \text{power factor})]$$

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

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

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

14. Peak Power Factor Demand

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

15. Curtailable Demand

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

16. On-Peak Curtailable kWh

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

17. Curtailment On-Peak Demand

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

(Continued on Sheet No. D-31.00)

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GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A
(Continued from Sheet No. D-30.00)

Definitions (Contd):

18. Maintenance Period

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

19. Curtailment Provisions

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

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

Capacity Curtailments: *The customer shall receive a one hour notice of capacity curtailments. The customer shall be charged a penalty for each occurrence in which the customer fails to curtail its separately metered curtailable load during the entire period of a capacity curtailment. The penalty shall be thirty-five dollars (\$35) per kilowatt of the highest Curtailable Demand during the capacity curtailment period. The Company may suspend curtailable service under this rate and thereafter serve the curtailable load as firm load if the customer fails to curtail service twice in any consecutive twelve month period.*

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

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

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

(Continued on Sheet No. **D-31.01**)

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GENERAL PRIMARY FULL REQUIREMENTS OR RETAIL ACCESS SERVICE SCHEDULE A
(Continued from Sheet No. D-30.00)

Conditions of Delivery:

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

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

Availability:

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

Rates: (for service at primary voltages)	13.8 kV	≥69
Distribution Charges:	to <69 kV	kV _____
Facilities Charge: per day	\$20.21918	\$20.21918
Demand Charge: Per kW of Customer Maximum Demand	\$4.231 OR \$0.187(a)	\$0.00
Delivery Charge: Per On- and Off-Peak kWh	\$0.01180 OR \$0.00029(a)	\$0.00
Power Factor Demand Charge: Per kW of Power Factor Demand	\$6.814	\$6.625
Power Supply Charges:		
Demand Charge: per kW of Measured On-peak Demand	\$12.762	\$12.491
Curtailment Demand Credit: Per kW of Maximum Measured On-Peak Customer Curtailable Demand	\$5.635	\$5.560
Energy Charge: per kWh		
On-Peak (b)	\$0.06082	\$0.05953
Off-Peak (c)	\$0.04274	\$0.04183

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

For Determination of Demand, see Sheet Nos. D-32.00 – D-33.00.

Subject to power supply cost recovery factor.

Power Supply and Distribution charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Optimization Surcharge, plus the Demand Charge for Contract Demand. Contract Demand shall be no less than 50 megawatts.

Late Payment Charge:

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

(Continued on Sheet No. D-33.00)

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**GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –
LARGE CURTAILABLE CONTRACT RATE CpLC
(Continued from Sheet No. D-32.00)**

Power Factor Demand:

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

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

- (a) For Power Factors between 98% leading and 90% lagging:

$$\text{Power Factor Demand} = 0$$

- (b) For lagging Power Factors below 90%:

$$\text{Power Factor Demand} = (\text{Contract Demand}) \times (0.65) (1 - \text{Peak Power Factor})$$

- (c) For leading Power Factors below 98%:

$$\text{Power Factor Demand} = (\text{Contract Demand}) \times (1 - \text{Peak Power Factor})$$

Other Determinations of Demand:

1. Measured Demands

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

2. Contract Demands

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

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

Within two hours of being notified to curtail by the Company, the Customer must curtail demand to the curtailment demand level specified by the Company, but no less than the Contract Firm Demand level, and remain at or below the curtailment demand level until the Customer is notified by the Company that the curtailment period has ended. The notice to curtail shall be confirmed in writing to the Customer's designee for receiving such notices and the Customer's designee shall acknowledge receipt of such notice, with the Customer's intent to comply with such notice, as soon as reasonably possible.

3. Curtailable Demand

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

4. Customer Maximum Demand

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

(Continued on Sheet No. D-34.00)

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**GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –
LARGE CURTAILABLE CONTRACT RATE CpLC
(Continued from Sheet No. D-33.00)**

Conditions of Delivery:

1. The Customer must execute an initial one year contract which specifies, among other terms of service, that the Customer will notify the Company at least 30 days before the contract ends as to whether the Customer will continue the curtailable service contract for a minimum of three more years or execute a new contract for service under the appropriate firm service rate. The curtailable service contract will contain a provision which, absent notice, will automatically extend the contract for three years from each anniversary date. At any time, the Customer may terminate the curtailable service contract before its expiration date without penalty. Further, nothing in this tariff prevents the Customer at any time from engaging in self generation or seeking service from an alternative electric supplier to serve all or a portion of its load. However, load removed from the service contract for the reasons of self-service or service from an AES will not be eligible for firm service under this tariff for the remainder of the contract term in place at the time such load is removed from the service contract.
2. If the Customer's curtailable demand is less than 50 MW for any three consecutive months, the Company may suspend service under this rate and thereafter serve the Customer under the appropriate rate.
3. For purposes of determining the Customer's eligibility for this rate, the Customer's curtailable demand will be the difference between the Customer's maximum measured demand during the last consecutive twelve month period and the Customer's proposed Contract Firm Demand.
4. The Customer shall, at its expense, install all apparatus and materials necessary for the measurement of the curtailment of load. The Customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.
5. Service under this rate shall be subject to curtailment solely due to, and only to the extent of, capacity constraints which preclude the ability of the Company to meet system demands. The sum of capacity curtailment hours will not exceed 300 hours in any calendar year. Brief periods of curtailment (periods that are less than four hours in duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind and other physical causes, other than intentional curtailment by the Company, shall not be considered in determining the hours of curtailment. Within five (5) business days of each curtailment, the Company shall provide written notice, and supporting documentation, to the Customer and the Public Service Commission, identifying the cause of the curtailment.
6. The Customer shall be charged a penalty for each occurrence in which the Customer fails to curtail load during a period of curtailment. ***In the event of a full curtailment, the penalty shall be thirty-five dollars (\$35) per kilowatt of maximum measured demand recorded during the period of curtailment of service which is above the Customer's contract firm demand. In the event of a partial curtailment, the penalty shall be thirty-five dollars (\$35) per kilowatt of maximum measured demand recorded during the period of curtailment of service which is above the Company's requested curtailment level.*** The Company may suspend service under this rate if the Customer fails to curtail service twice in any consecutive twelve month period, and thereafter serve the Customer under the appropriate rate.
7. Should the Customer, because of fire, strike, lockout, demonstrations, environmental causes, regulatory constraints, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes, be prevented from utilizing the power service as contracted, the Company will waive Paragraph 2 of these Conditions of Delivery for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the Customer notifies the Company in writing within six days of the Customer's inability to use said power service, specifying reasons therefore. In no event shall the period of deferral last longer than two (2) months.

(Continued on Sheet No. D-34.01)

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**GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –
LARGE CURTAILABLE CONTRACT RATE CpLC**
(Continued from Sheet No. D-34.00)

Conditions of Delivery (Cont.):

8. The Customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the curtailable load.
9. The Company shall use reasonable diligence in furnishing an uninterrupted and regular supply of power, but it shall not be liable for interruptions, deficiencies, or imperfections of electric service provided under this rate except to the extent of a prorated reduction of the demand charge provided herein.
10. Customers with their own generating equipment shall be required to separately meter such equipment.

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(Continued on Sheet No. D-36.00)

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STANDARD STREET RATE Ms2

Availability:

To municipalities and other government units contracting for standard high pressure sodium or metal halide lighting for illumination of public streets roadways and alleys by means of Company-owned street lighting facilities.

Character of Service: Alternating current, 60 hertz, single-phase at 120/240 volts.

Rate:

Monthly Charge per Lighting Unit	Lamp Size	Amount
	50 watt	\$9.02 Sodium
	70 watt	\$11.04 Sodium
	100 watt	\$13.16 Sodium
	150 watt	\$15.62 Sodium
	175 watt	\$18.61 Metal Halide
	200 watt	\$18.50 Sodium
	250 watt	\$21.26 Sodium
	250 watt	\$23.10 Metal Halide
	400 watt	\$28.81 Sodium
	400 watt	\$29.49 Metal Halide

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

Minimum Charge: The monthly minimum charge shall be the monthly charge per lighting unit and the Energy Optimization Surcharge.

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

Conditions of Delivery:

1. The Company will furnish, install, own and operate a standard high pressure sodium or metal halide street lighting unit, and will supply all electrical energy and normal maintenance for the operation of the unit. The standard street lighting unit shall consist of a cobra head fixture on an arm mounted on an existing Company-owned wood pole, with a control device wired for operation. This rate requires use of existing Company-owned poles and available overhead 120 volt service where the Company has such facilities along streets, alleys and highways. Where additional primary and/or secondary facilities are required, the customer shall pay, in advance, material and installation cost of such additional facilities.
2. When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install / remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with the construction standards of the Company and any other codes the Company determines to be applicable.
3. Underground service is available under this rate for new installations, where the customer pays the estimated cost of furnishing underground service.
4. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise providing dusk-to-dawn operation of approximately 4200 hours per year. Non standard, seasonal, temporary or part-night service is not available under this rate.

(Continued on Sheet No. D-38.00)

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STANDARD STREET RATE Ms2
(Continued from Sheet No. D-37.00)

Conditions of Delivery (Contd):

5. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaires during regular daytime work hours within 72 hours after notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps were out of service.
6. The Company will, at the Customer's expense, modify, replace, transfer, relocate or temporarily remove and reinstall any properly operating poles or fixtures contracted for under this rate as requested in writing by the customer or as required by a governing authority.
7. The lighting agreement shall become effective on the date service is connected, and shall continue in force until terminated upon 30 days prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.
8. If the Customer or governing authority terminates service or requests the permanent removal of any Company-owned street lighting facilities within 60 months of installation, the Customer shall pay the lesser of the estimated labor charges for installation and removal of the equipment, or the remaining balance of monthly fees to satisfy the 60 month period. Permanent removal of pole mounted street lighting facilities more than 60 months after installation shall be at no cost to the Customer.
9. Subject to Company approval, the Company will allow municipal customers to make temporary attachments of Christmas lighting and/or decorations on the Company-owned light poles. The Customer must execute an annual agreement for such attachments, and must meet all conditions thereof. Estimated energy consumption will be billed under the current CG1 energy rate. Time and material charges for installation, removal or associated maintenance may also apply.
10. Electric service will not be furnished hereunder for breakdown or standby purposes where another source of power is available for the Customer. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.
11. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs.
12. Where the Company has secondary voltage in the area and it is not necessary to install a transformer or extend secondary lines more than one hundred and fifty feet, the Company will connect Customer-owned flasher signal lamps and bill on a flat monthly rate according to the following schedule:

<u>Per Flasher</u>	<u>Installed Capacity</u>
\$3.89	75 watts or less
\$5.98	Greater than 75 watts up to and including 150 watts

If the Company must install a transformer or extend lines more than one hundred and fifty feet or if the installed capacity exceeds 150 watts, the flasher signals will be billed on the general secondary rate applicable in the area served.
13. Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminating Engineering Society (IES) Recommended Practices.

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NON-STANDARD STREET AND AREA LIGHTING, COMPANY-OWNED RATE Ms3

Availability:

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

Character of Service: Alternating current, 60 hertz, single-phase at 120/240 volts.

Rate:

Facilities Charge:

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

Monthly Charge per Non-Standard Lighting Unit:

Option A and B:	<u>Lamp Size</u>	<u>Amount</u>
	50 watt	\$2.52
	70 watt	\$3.71
	100 watt	\$5.75
	150 watt	\$8.14
	175 watt	\$9.22
	200 watt	\$10.78
	250 watt	\$13.41
	400 watt	\$20.72
	1000 watt	\$48.27

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

Minimum Charge: The monthly minimum charge shall be the monthly charge per lighting unit and the Energy Optimization Surcharge.

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

Conditions of Delivery:

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

(Continued on Sheet No. D-40.00)

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NON-STANDARD STREET AND AREA LIGHTING, COMPANY-OWNED RATE Ms3
(Continued From Sheet No. D-39.00)

Conditions of Delivery (Contd):

3. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise, providing dusk-to-dawn operation of approximately 4,200 hours per year. Part-night, temporary or seasonal service is not available under this rate.
4. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaires during regular daytime work hours within 72 hours after notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps are out of service.
5. The Company will, at Customer's expense, modify, replace, relocate, change the position *or temporarily remove and reinstall* any properly operating Company-owned poles or fixtures contracted for under this rate as requested in writing by the Customer *or as required by a governing authority*. Replacement of lighting units and their major components after 20 years of service is at the discretion of the Company. Replacement may require a new lighting contract/agreement between the Company and Customer.
6. The lighting agreement shall become effective on the date service is connected, and shall continue in force until terminated upon 30 days' prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.
7. If a Customer served under Option A *or a governing authority* terminates service or requests the removal of any Company-owned non standard lighting facilities, *the Customer* shall reimburse the Company for the unamortized balance of the estimated installed cost of facilities plus removal costs, less estimated salvage, of the facilities removed because of such termination or request for removal.
8. If a Customer served under Option B *or a governing authority* terminates service or requests the removal of any Company-owned non standard lighting facilities, *the Customer* shall reimburse the Company for the removal costs less estimated salvage, if greater than zero, of the facilities removed because of such termination or request for removal.
9. Customer shall indemnify and hold harmless the Company from and against *any and* all liability *for injuries* or damage to *persons or* property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminated Engineering Society (IES) Recommended Practices.
10. Subject to Company approval, the Company will allow municipal Customers to make temporary attachments of Christmas lighting and / or decorations on Company-owned light poles. The Customer must execute an annual agreement for such attachments and must meet all conditions thereof. Estimated energy consumption will be billed under the current Cg1 energy rate. Time and material charges for installation, removal or associated maintenance may also apply.
11. Electric service will not be furnished hereunder for breakdown or standby purposes where another source of power is available to the Customer. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.
12. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs.

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STANDARD AREA LIGHTING SERVICE RATE GL1

Availability:

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

Character of Service: Alternating current, 60 hertz, single-phase at 120 volts.

Rate:

Monthly Charge per Lighting Unit

<u>Lamp Size</u>	<u>Sodium</u>		<u>Metal Halide</u>	
	<u>Standard</u>	<u>Flood</u>	<u>Flood</u>	<u>Standard</u>
50 watt	*	*	*	*
70 watt	\$11.04	*	*	*
100 watt	\$13.16	\$15.26	*	*
150 watt	\$15.62	*	*	*
175 watt	*	*	*	\$18.61
200 watt	\$18.50	\$20.47	*	*
250 watt	\$21.26	*	\$24.02	\$23.10
400 watt	\$28.81	\$30.47	\$31.18	\$29.49

*Not available

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

Minimum Charge: The monthly minimum charge shall be the monthly charge per lighting unit and the Energy Optimization Surcharge.

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

Conditions of Delivery:

1. The Company will furnish, install, own and operate a standard high pressure sodium or metal halide area or flood lighting unit and will supply all electric energy and normal maintenance for the operation of the unit. The standard lighting unit will consist of an open bottom or cobra head area light fixture on a 2 to 6 foot arm or directional floodlight on a 2 foot arm, mounted on an existing Company-owned wood pole, with a control device wired for operation. This rate requires use of existing Company-owned wood poles and available overhead 120 volt service. Where additional primary and/or secondary facilities are required, the Customer shall pay the full cost of installation.
2. New poles required solely for the attachment of lighting fixtures are not available under this rate. Poles and circuit being provided by the Company prior to 9-16-02 will continue to be provided for monthly charge of **\$2.58** for each pole and **\$2.54** for each span of circuit installed.
3. When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install / remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with the construction standards of the Company and any other codes the Company determines to be applicable.

(Continued on Sheet No. D-42.00)

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STANDARD AREA LIGHTING SERVICE RATE GL1
(Continued from Sheet No. D-41.00)

Conditions of Delivery (Contd):

4. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise providing dusk-to-dawn operation of approximately 4,200 hours per year. Non-standard, seasonal, temporary or part-night service is not available under this rate.
5. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaries during regular daytime work hours within 72 hours after notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps were out of service.
6. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs.
7. The Company will, at Customer's expense, modify, replace, relocate or change the position of any properly operating fixtures or poles contracted for under this rate as requested in writing by the Customer. The Company will, at the Company's expense, modify, replace, relocate or change the position of a fixture or pole contracted for under this rate at the end of the contract term and upon receipt of a new 60 month contract for the new installation.
8. The initial term of the contract for lights under this rate is 60 months commencing on the date service is connected. After expiration of the initial term, the contract shall continue in force until terminated upon thirty (30) days prior written notice given by either of the parties to the other.
9. If Customer terminates service or requests removal of any Company-owned area lighting facilities before expiration of a 60-month period after installation, Customer shall pay the lesser of the estimated labor charges for installation and removal of the equipment, or the remaining balance of monthly fees to satisfy the 60 month period. If Customer vacates premises within 60 months after installation and the transfer of monthly lighting charges to a successor Customer is pending, the Company may elect to terminate service at no additional cost to the customer.
10. ***Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminating Engineering Society (IES) Recommended Practices.***

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LED STREET LIGHTING SERVICE RATE LED1

Availability:

To all municipal or governmental customers contracting for LED (light emitting diode) street lighting service by means of Company-owned and maintained lighting facilities subject to the availability of Company approved materials and completion of required engineering. This tariff is available *until June 30, 2014*.

Rate:

Facilities Charge:

One time charge equal to the estimated installed cost of the lighting and related facilities, paid prior to installation of facilities, and monthly facilities charge of one half of one percent (0.5 %) of the estimated installed cost of all lighting and related facilities.

Energy Charge: \$0.09781 per kWh

The kWh usage to be billed shall be calculated by multiplying the rated input wattage of the original fixture and related accessory equipment by 350 hours.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

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

Conditions of Delivery:

1. Upon completion of a signed Agreement and payment, the Company will furnish, install, own and operate a complete LED lighting unit and will supply all electric energy and normal maintenance for the operation of the unit. A lighting unit may include an LED fixture, bracket, control, and monitoring device. This rate requires use of existing Company-owned wood poles and available 120-volt service. Where additional primary and/or secondary facilities are required, the Customer shall pay the full cost of installation.
2. The Company will initiate a first response to maintain lighting units within 72 hours of notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which luminaires are out of service, and no adjustments will be made to the Facilities Charge or energy consumption as a result of component or unit replacement. After a period of 10 years from installation, normal maintenance shall continue but replacement of the fixture or major fixture components are at Customer discretion and require reimbursement of expenses and a new or revised Agreement.
3. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs. The Company shall be responsible for tree trimming only within those work zones which are restricted to qualified utility workers.
4. Luminaires will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise, providing dusk-to-dawn operation approximately 4,200 hours per year.
5. The Company will, at Customer's expense, modify, replace, relocate, change the position, or temporarily remove and reinstall any properly operating Company-owned poles or fixtures contracted for under this rate as requested in writing by the Customer or as required by a governing authority.

(Continued on Sheet No. D-42.02)

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LED STREET LIGHTING SERVICE RATE LED1
(Continued from Sheet No. D-42.01)

Conditions of Delivery (Cont'd):

6. *If the Customer, or a governing authority, terminates service or requests the permanent removal of any Company-owned LED lighting facilities within 10 years of installation, the Customer shall reimburse the Company for the lesser of the estimated labor charges for removal of the equipment, or the remaining balance of Facilities Charges to satisfy the 10 year period. Permanent removal of pole mounted lighting facilities more than 10 years after installation shall be at no cost to the Customer.*
7. *When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install/remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with Company construction standards and any other codes the Company determines to be applicable.*
8. *Part-night, temporary or seasonal service is not available under this rate unless metered, and the Facilities Charge shall continue until unit is permanently disconnected by Company.*
9. *Subject to Company approval, the Company will allow municipal Customers to make attachments of temporary Christmas lighting and/or decorations on Company-owned light poles. The Customer must execute an annual agreement for such attachments and must meet all conditions thereof. Estimated energy consumption will be billed under the current CgI energy rate. Time and material charges for installation removal or associated maintenance may also apply.*
10. *Electric service will not be furnished hereunder for breakdown for standby purposes where another source of power is available to the Customer. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.*
11. *Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminating Engineering Society (IES) Recommended Practices.*
12. *The lighting agreement shall continue in force until terminated upon 30 days' prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.*

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SECONDARY SERVICE FOR MUNICIPAL DEFENSE SIREN SERVICE RATE Mg1

Availability: To incorporated municipalities for the periodic operation of defense sirens.

Rate:

\$2.98 per year or any part of a year for each 2 horsepower or fraction thereof for each siren installed.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

Minimum Annual Charge: The annual charge per siren plus the Energy Optimization Surcharge for each month of the year or any part of a year.

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

Conditions of Delivery:

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

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

Availability:

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

Hours of Service: *Twenty-four.*

Character of Service:

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

Customer Eligibility:

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

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

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

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

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

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

(Continued on Sheet No. D-45.00)

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

(Continued from Sheet No. D-44.00)

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

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

Metering:

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

Rate:

Monthly Charges:

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

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

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

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-5.05**.

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

Availability:

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

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

Hours of Service: Twenty-four.

Character of Service:

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

Rate:

Distribution Charges:

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

Power Supply Charges:

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

Energy Charges:

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

Demand Charges:

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

Excess Generation:

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

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-5.05**.

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

(Continued on Sheet No. D-47.00)

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**CUSTOMER GENERATING SYSTEMS – MODIFIED NET METERING PROGRAM
OVER 20kW-150kW – RATE CGS Category 2
(Continued from Sheet No. D-46.00)**

Costs and Fees:

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

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

Conditions of Purchase:

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

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

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

(Continued on Sheet No. D-48.00)

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**CUSTOMER GENERATING SYSTEMS – MODIFIED NET METERING PROGRAM
OVER 20kW-150kW – RATE CGS Category 2
(Continued from Sheet No. D-47.00)**

7. *The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual kWh output of the generating unit when completing the Company's Net Metering Application.*

8. *The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules (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.*

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CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large

Availability:

To customers owning generating systems, with an aggregate rating in excess of 150 kW, who desire to sell electric energy to the Company. For the purposes of this schedule, “customer” is defined as the person or corporate entity who desires to sell electric energy to the Company.

The Company may deny availability of this rate if the Company finds that the customer causes fluctuations on the distribution system so as to impair general reliability of service.

Hours of Service: Twenty-four.

Character of Service:

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

Rate:

Facilities Charge:

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

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

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

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

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

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

Minimum Charge: The monthly minimum charge is the facilities charge.

Conditions of Purchase: See Sheet Nos. D-48.02 – D-48.03.

(Continued on Sheet No. D-48.02)

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CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large
(Continued from Sheet No. D-48.01)

Conditions of Purchase:

1. A customer operating electric generating equipment shall not connect it in parallel with the Company's electric system unless the customer has entered into a standard Distributed Generation Interconnection Agreement with the Company and the customer has provided, at customer's expense, protective and synchronizing equipment satisfactory to the Company.
2. The customer must comply with the various applicable national, state and local electrical codes, rules and regulations; the electric service rules and regulations of the Company; and the requirements of the Michigan Public Service Commission Electric Interconnection Standards R 460.481 through R 460.489. The Company may request proof of such compliance prior to initiation of service. Proof of such compliance consists of a municipal inspection certificate, or in locations where there is not municipal inspection, an affidavit furnished by the contractor or other person doing the work.
3. The customer shall operate its electric generating equipment in such a manner so as not to unduly affect the Company's voltage waveform. The Company, at its sole discretion, will determine whether the customer's generating equipment satisfies this criteria.
4. The customer shall permit the Company, at any time as it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the customer's equipment. The customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.
5. The customer shall permit Company employees to enter upon the customer's property at any reasonable time for the purpose of inspecting and/or testing the customer's equipment, facilities or apparatus to ensure their continued safe operation and the accuracy of the Company's metering equipment but such inspections shall not relieve the customer from its obligation to maintain the facilities in satisfactory operating condition.
6. Each of the parties shall indemnify and hold harmless the other party against any and all liability for injuries or damages to person or property caused, without the negligence of such other party, by the operation and maintenance by the parties of their respective electric equipment, lines and other facilities.
7. The customer may simultaneously purchase energy from and sell energy to the Company.
8. The customer is obligated to pay all costs to interconnect its generation facility to the Company's electric system. Interconnection costs include, but are not limited to, those specified in the Michigan Public Service Commission Electric Interconnection Standards, as well as transformer costs, line extension and upgrade costs, metering costs and the cost of a second meter if an additional meter is required.
9. A customer whose aggregate electric generating capacity is rated above 150 kW has the option of negotiating a facility-specific buy-back rate designed to meet the customer's needs and operating characteristics. The Company will respond to the customer's proposal for a negotiated rate within 30 days of receipt of such a proposal. If the Company is unable to respond to the customer's proposal within 30 days, the Company shall inform the customer of (a) specific information needed to evaluate the customer's proposal, (b) the precise difficulty encountered in evaluating the customer's proposal, and (c) the estimated date that the Company will respond. If the Company rejects the customer's proposal it will make a counter offer relating to the specific subject matter of the customer's proposal.
10. In order for a customer to sell energy to the Company, a Surplus Energy Agreement between the customer and the Company is required.

(Continued on Sheet No. D-48.03)

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CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large
(Continued from Sheet No. D-48.02)

Conditions of Purchase (Cont'd):

11. *The customer has the right to appeal to the Public Service Commission if it believes the contract for customer generating systems is unreasonable.*
12. *Customers who wish to operate electric generation equipment in parallel with the Company's electric system, and are using the bulk of the energy produced for their own purposes, but who do not wish to be placed on this or any other purchase tariff, nonetheless shall abide by these Conditions of Purchase with the exception of Conditions of Purchase (7) and (9). In the case where the Company takes action to prevent the existing Company metering facilities from recording any flow of energy from the customer's generation facilities into the Company's electric system, the customer will receive no payment for any energy fed back into the Company's system.*
13. *The customer may contract for supplementary, standby and maintenance electric service from the Company under the rate schedule corresponding to the customer's class of service. General primary and general secondary customers who contract for supplementary, standby and maintenance electric service will be served under the auxiliary service provisions of their respective Conditions of Delivery.*
14. *For billing periods during which no energy was sold to the Company by a customer on Rate Schedule CGS1 and the customer's bill would reflect only the facilities charge, the billing of such charge may be deferred until the next billing period during which energy is sold. If six consecutive billing periods pass during which no energy is sold to the Company by the customer on Rate Schedule CGS1, or if such customer terminates service under this rate schedule, the Company may bill the customer for the deferred facilities charges.*

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CUSTOMER GENERATING SYSTEMS – METHANE DIGESTORS - CGS Biogas

Availability:

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

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

Hours of Service: Twenty-four.

Character of Service:

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

Rate:

Distribution Charges:

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

Power Supply Charges:

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

Energy Charges:

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

Demand Charges:

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

Excess Generation:

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

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-5.05**.

Metering:

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

(Continued on Sheet No. D-48.05)

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CUSTOMER GENERATING SYSTEMS – METHANE DIGESTORS - CGS Biogas
(Continued from Sheet No. D-48.04)

Costs and Fees

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

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

Conditions of Purchase:

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

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

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

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EXPERIMENTAL RENEWABLE ENERGY RIDER ERER 1

Availability:

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

Rate:

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

Energy for Tomorrow™ - 25%	\$.00755 per kWh
Energy for Tomorrow™ - 50%	\$.01510 per kWh
Energy for Tomorrow™ - 100%	\$.03020 per kWh

Conditions of Delivery:

In addition to the rate above, all rates and conditions of delivery of the respective rate schedule under which the customer is currently served are applicable.

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EXPERIMENTAL RENEWABLE ENERGY RIDER ERER 2

Availability:

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

Rate:

In addition to the customer's normal charges as indicated in the rate schedule under which the customer is served, there will be an adder of **\$.03020** per kWh, based on the block of renewable energy purchased, which is applied to the lesser of the kWh consumed or the kWh nominated for renewable energy.

Conditions of Delivery:

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

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POLE ATTACHMENTS RATE PA1

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

Hours of Service: Twenty-four.

Character of Attachment:

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

Rate:

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

Billing:

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

Late Payment Charge:

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

Conditions of Attachment:

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

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SUPPLY DEFAULT SERVICE RATE Ds1

Availability and Prior Notice Requirements:

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

Hours of Service: Twenty-four.

Conditions for Mandatory Default Service:

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

Rates:

Delivery Charges:

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

Power Supply Charges:

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

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

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to **D-5.05**.

Minimum Charge:

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

Payment: This rate is net.

Late Payment Charge:

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

Conditions of Delivery:

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

Customers taking service under this rate schedule are also subject to the Terms and Conditions contained in the Retail Access Service Tariff rate schedule RAS-1.

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

Availability:

For the purposes of this schedule, Company is defined as Wisconsin Electric Power Company and Customer is defined as a person or business who wishes to sell electricity generated using solar photovoltaics (PV) to the Company.

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

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

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

Rate:

Facilities Charge

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

Energy Rate

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

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

Meter Charge

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

Minimum Charge

The monthly minimum charge is the meter charge.

Conditions of Purchase:

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

(Continued on Sheet No. D-55.00)

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**EXPERIMENTAL RENEWABLE ENERGY (SOLAR PV) DISTRIBUTED GENERATION
RATE CGS PV
(Continued from Sheet No. D-54.00)**

Conditions of Purchase:

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

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EXPERIMENTAL SHORT TERM PRODUCTIVITY RIDER - STPR

Availability:

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

This rider is limited to a maximum of 20 customers.

Rates:

All excess kWh are priced at the higher of:

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

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

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

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

Administrative Charge: \$100.00 per month

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

Conditions of Delivery:

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

(Continued to Sheet No. D-57.00)

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EXPERIMENTAL SHORT TERM PRODUCTIVITY RIDER – STPR
(Continued from Sheet No. D-56.00)

Conditions of Delivery (Cont.):

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

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EXPERIMENTAL DOLLARS FOR POWER RIDER – DFP

Availability:

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

Rate:

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

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

kWh Reduction:

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

Definitions:

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

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

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

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

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

(Continued to Sheet No. D-59.00)

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EXPERIMENTAL DOLLARS FOR POWER RIDER – DFP
(Continued from Sheet No. D-58.00)

Conditions of Delivery:

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

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EXPERIMENTAL POWER MARKET INCENTIVES - PMI

Availability:

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

Rate – Energy Credit:

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

The price that will be paid is the quoted price.

kWh Reduction:

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

Definitions:

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

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

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

Conditions of Delivery:

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

(Continued to Sheet No. D-61.00)

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EXPERIMENTAL POWER MARKET INCENTIVES - PMI
(Continued from Sheet D-60.00)

Conditions of Delivery (Cont.):

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

(Continued to Sheet No. D-62.00)

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EXPERIMENTAL POWER MARKET INCENTIVES - PMI
(Continued from Sheet D-61.00)

Conditions of Delivery (Cont.):

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

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ENERGY INFORMATION OPTIONS – RATE EI

Availability:

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

Rate:

Option A:

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

Option B:

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

General Conditions:

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

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PULSE SIGNAL DEVICE OPTION – RATE PS1

Availability:

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

Rate:

Fees for Standard Installations

Customers currently served under a general primary rate schedule

kWh pulse relay device \$200 (each)

kVARh pulse relay device \$200 (each)

Time pulse relay device \$100 (each)

Installation/administrative charge \$300 (each installation visit)

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

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

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

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

Fees for NON-Standard Installations

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

General Conditions:

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

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TRANSMISSION SUBSTATION SERVICE – METERED - TssM

Availability:

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

Hours of Service: Twenty-four.

Character of Service: Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

Rate:

Power Supply Charges:

The General Secondary Rate Schedule Cg1 charges shall apply.

Delivery Charges:

The General Secondary Rate Schedule Cg1 facilities charges shall apply.

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

Minimum Charge:

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

Late Payment Charge:

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

Retail Access Option:

Customers who meet the availability requirements of the TssM rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, there is a \$2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

Conditions of Delivery: See Sheet No. D-14.00. In addition to the Conditions of Delivery noted, retail access service customers are also subject to the Terms and Conditions contained in the Retail Access Service tariff, Section E.

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Vice-President,
Milwaukee, Wisconsin



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in Case No. U-16830

TRANSMISSION SUBSTATION SERVICE – UNMETERED - TssU

Availability:

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

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

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

Hours of Service: Twenty-four.

Character of Service: Alternating current, 60 hertz, single-phase, three-phase, or combination single and three-phase service.

Rate:

Power Supply Charges:

The General Secondary Rate Schedule Cg1 charges shall apply.

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

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

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to D-5.05.

Minimum Charge:

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

Late Payment Charge:

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

Retail Access Option:

Customers who meet the availability requirements of the TssU rate schedule may contract for secondary retail access service. Retail access customers shall pay the above applicable Delivery Charges, Minimum Charge, and Late Payment Charge. Additionally, there is a \$2.79452 per day charge for an interval demand meter or service connection if applicable. Customers taking retail access service are also subject to the Terms and Conditions contained in the Retail Access Service tariff rate schedule RAS-1, Section E.

Conditions of Delivery:

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

(Continued on Sheet No. D-67.00)

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TRANSMISSION SUBSTATION SERVICE – UNMETERED - TssU
(Continued from Sheet No. D-66.00)

Conditions of Delivery (Contd):

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

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

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

All other conditions of delivery for TssM service apply, as described on Sheet No. D-65.00. Any apparent contradiction between the terms of this TssU rate schedule and the Conditions of Delivery for TssM service will be governed by the TssU rate schedule terms and conditions.

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RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-1.00)

1.3 Definitions (Contd)

Demand: the amount of Power required to meet the Customer's load at a given instant or averaged over any designated interval of time, expressed in kilowatts or megawatts.

Distribution Point of Delivery: the point of interconnection between the Company's Distribution System and the Customer's service Location.

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

Distribution System: facilities operated by the Company for the purpose of distributing electric power within the Company's electric service territory, which are subject to the jurisdiction of the Commission.

Drop Request: a request by an AES to terminate Generation Service to a Customer.

Energy: the capacity for doing work. In the context of this tariff the word energy refers to "electrical energy". Energy is usually measured in kilowatt-hours (kWh).

Energy Meter: a meter capable of measuring and recording energy on a kWh basis.

Enrollment: a transaction between an AES and a Customer whereby a Customer accepts electric service from the AES according to the terms of the AES's offer.

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

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

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

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

Load Profile: an allocation of a Customer's electricity usage to discrete time intervals over a period of time, based on individual Customer data or class averages, used to estimate electric supply requirements and to determine cost of service to the Customer.

Location: each Customer facility whether owned or leased.

Maximum Demand: the highest 15-minute integrated demand created during the current and previous 11 billing months at each voltage level, whether the Customer received service under this tariff or another Company retail tariff. For Customers that do not have an Interval Demand Meter installed, the Company will determine the Maximum Demand utilizing the average load factor of the rate class of the Customer.

Open Access Transmission Tariff (OATT): Open Access Transmission Tariff of a Person owning or controlling the Transmission System, on file with the Federal Energy Regulatory Commission, as amended from time to time.

Person: an individual, governmental body, corporation, partnership, association, or other legal entity.

(Continued on Sheet No. E-3.00)

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Milwaukee, Wisconsin



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RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-2.00)

1.3 Definitions (Contd)

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

Retail Access Service: the service offered by the Company under applicable laws, regulations, tariffs and agreements, which allows the Customer to purchase Generation Service and transmission service from a licensed AES, with Power delivered through the Company's Distribution System.

Regulated Electric Service: the services offered by the Company under terms and conditions approved by the Commission.

Settlement Invoice: a detailed bill of all energy and ancillary services provided to an AES by the transmission service provider, control area operator, or the Company, as appropriate.

Settlement Statement: a reconciliation of the energy and ancillary services scheduled by the AES with those actually consumed or used by the AES and its Retail Access Service customers. The energy and ancillary services will be quantified in units generally accepted by the utility industry, e.g., energy will be measured in kilowatt-hours or megawatt-hours. Contents of the Settlement Statement will be suitable for the preparation of the Settlement Invoice, i.e., energy and ancillary services scheduled and used will be presented for discrete time periods such as hourly or 15-minute intervals.

Slamming: the act of changing the Customer's chosen AES, or changing the Customer from Full Requirements Service to Generation Service from an AES, without the Customer's consent.

Switch: a Customer move from one provider of Generation Service and transmission service to another.

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

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

Switch Response: a response sent by the Company to an AES which submitted a Switch Request that confirms the requested Customer switch as pending and provides certain Customer information or, if the Switch Request is denied, provides a reason or invalidation code explaining why the request was denied.

Transition Charge: a surcharge for the recovery of costs associated with the implementation of Retail Access Service and/or the Company's stranded costs arising from implementation of Retail Access Service.

Transmission System: facilities operated by a Person used for transmitting electric Power to the Distribution Point of Receipt, and subject to the jurisdiction of the Federal Energy Regulatory Commission.

Uniform Data Transaction: specific technical arrangements for trading information, initiating business requests and executing other common transactions. These arrangements may encompass a number of electronic media and use specified transport protocols.

2.0 CUSTOMER SECTION

2.1 Availability

Retail Access Service is available on and after January 1, 2002 to all existing or new Customers that meet the terms and conditions of this Retail Access Service tariff and other applicable Company tariffs, subject to contracting with an AES. The Company will begin to accept and process Switch Requests on and after January 1, 2002.

(Continued on Sheet No. E-4.00)

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RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-3.00)

2.2 Eligibility

A Customer's eligibility to take Retail Access Service is subject to the full satisfaction of any terms or conditions imposed by pre-existing contracts with or tariffs of the Company. Customers must have satisfied any past due amounts for Regulated Electric Service owed to the Company under any other arrangements or provisions for Regulated Electric Service before taking service under this tariff.

2.3 Customer Information

An AES must obtain written authorization from the Customer before the Company will provide an AES with a Customer's currently available usage and billing information. Customers will be provided their own usage and billing information upon request. No fee shall be charged for the first request per calendar year related to a specific Customer account. Subsequent requests will require a fee of \$15.00/account that will be billed to the Customer.

2.4 Customer Enrollment and Switching

2.4.1 A Customer will specify only one AES at any given time for the supply of Power to each Customer account or Customer Location.

2.4.2 The AES shall submit to the Company a Switch Request via a Uniform Data Transaction after a required 10-day customer rescission period. The Company's processing will not start until the legal rescission period is over.

2.4.3 The Company will process one (1) valid Switch Request per Customer per meter reading cycle. Where multiple Switch Requests for the same Customer are received during the same meter reading cycle, the Company will process the first valid switch request received during a meter read cycle. A Switch Response for each rejected Switch Request will be sent to the appropriate AES via a Uniform Data Transaction within three (3) business days.

2.4.4 The Company will normally validate a Switch Request within three (3) business days of the receipt of the Switch Request and will transmit a Switch Response to the AES. As part of the validation process, the Company shall notify the Customer in writing that a Switch Request has been received and is being processed. For valid Switch Requests, the Company will at the same time send to the AES currently serving the Customer, via the appropriate Uniform Data Transaction, notice that the AES's service is to be terminated, including the scheduled Customer Switch Date. In the event that the Customer or the new AES cancels the Switch before the Switch Date, the Company will send to the current AES, via appropriate Uniform Data Transaction, notice reinstating the current AES's service unless the current AES has submitted a valid Drop Request.

2.4.5 Customers shall be permitted to change AESs. Customers will be assessed a fee of \$15.00 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 on Sheet No. E-5.00)

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RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-4.00)

2.5 Metering and Load Profiling

2.5.1 Metering equipment for Customers taking Retail Access Service shall be furnished, installed, read, maintained and owned by the Company. Customer accounts with a threshold of 30,000 kWh in 3 consecutive months or more that receive service under Retail Access Service shall be required to have an Interval Demand Meter and time and material costs to install the Interval Demand Meter will be assessed to the Customers unless the charges are otherwise stated in the applicable distribution service tariff.

The Company reserves the right to require the installation of an Interval Demand Meter for a Customer not meeting the criteria in Section 2.5.1 of this tariff at the Company's expense, for the purpose of determining the Customer's hourly load for settlement. The Customer will not be subject to a fee for this service unless the growth in the Customer's load reaches or surpasses the criteria in Section 2.5.1 of this tariff.

2.5.2 For Customers required or who elect to have an Interval Demand Meter, the Company may require that the meter be read via telephone. In such cases, Customers may be required to provide telephone connection for purposes of meter interrogation by the Company. The Customer shall be responsible for all costs of the telephone connection.

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

2.5.3 In cases where a telephone connection used by the Company for meter interrogation is out of service, the Company may retrieve the data manually for a nominal monthly fee of \$15.00 payable by the Customer. In the event that the telephone connection is out for three consecutive billing months, the Customer's Retail Access Service may be terminated and the Customer will be returned to service under the Company's Full Requirements Service tariffs subject to the provisions of Section 2.6, unless said outage is due to non-performance by the telecommunication service provider.

2.5.4 For Customers not required to have an Interval Demand Meter installed, i.e., subject to Load Profiling per section 2.5.7, when monthly metered Energy data is not available due to metering errors, malfunctions, or otherwise, the usage will be estimated by the Company using the procedure approved by the Commission under applicable rules and practices.

2.5.5 For Customers with Interval Demand Meters installed, i.e., not subject to Load Profiling requirements, where monthly metered Energy data is not available due to metering errors, malfunctions, or otherwise, the billing quantities will be estimated by the Company using the available historical data and other relevant information for the Customer.

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.

(Continued on Sheet No. E-6.00)

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RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-5.00)

2.5 Metering and Load Profiling (Contd)

- 2.5.7.1 The Company will determine the Load Profiles utilizing the system residual method. The Company reserves the right to modify or change the Load Profiling method after proper review and consideration by the Commission.
- 2.5.7.2 The system residual Load is calculated for each one (1) hour interval as the difference between the total measured or estimated system Load and the sum of the Interval Demand Metered Loads including losses and the deemed Loads including losses.
- 2.5.7.3 The Company may apply a deemed profile to some Loads with simple predictable use patterns, such as street lighting or irrigation. Deemed profiles are calculated by assuming on- and off-times each day and assuming constant Load when on.

2.6 Return to Full Requirements Service

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

(Continued on Sheet No. E-7.00)

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RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-6.00)

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, R 460.101-460.169, as amended, for residential customers, and R 460.3901-460.3908, as amended, for non-residential 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.

3.0 ALTERNATIVE ELECTRIC SUPPLIER SECTION

3.1 Availability

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

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

3.2 Switch Requests

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

(Continued on Sheet No. E-8.00)

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Milwaukee, Wisconsin



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RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-8.00)

3.4 Terms and Conditions of Service (Contd)

- 3.4.5 The AES will pay the Company for all applicable ancillary services, emergency energy services and backup services provided by the Company to the AES for the AES's Customer(s) from the service commencement date to the service termination date under applicable tariffs.
- 3.4.6 The Company shall bill the AES for all associated switching fees incurred as a result of Slamming by the AES plus the actual administrative cost incurred for switching a Slammed Customer from one rate service to another.
- 3.4.7 An AES shall not resell Customer account information or transfer it to other parties for any purpose.

3.5 Creditworthiness

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

3.6 Real Power (Distribution) Losses

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

<u>Schedule</u>	<u>Distribution Loss Factor</u>
<i>Rg1</i>	<i>6.343%</i>
<i>Cg1, Cg3, TssM, TssU</i>	<i>5.529%</i>
<i>Cp1 and Cp4 Low & Med Voltage</i>	<i>2.031%</i>
<i>Cp1 and Cp4 High Voltage</i>	<i>0.0%</i>
<i>Schedule A</i>	<i>0.0%</i>
<i>White Pine Spec Contract</i>	<i>0.0%</i>

(Continued on Sheet No. E-10.00)

Issued *July 25, 2014*
J. A. Schubilske
Vice-President,
Milwaukee, Wisconsin



Effective for service rendered on and after the *later of the following: (i) the first day of each customer's next billing cycle following the date of the Commission's approval of the settlement agreement in Case Nos. U-17479 and U-17490; or (ii) August 1, 2014.*

Issued under authority of the
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in Case Nos. *U-17479 and U-17490*

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-9.00)

3.7 Settlement

- 3.7.1 The Company may produce a periodic preliminary Settlement Statement for the transmission service provider or control area operator, as appropriate, and each AES operating in the Company's distribution service territory. Periodic preliminary Settlement Statements may be issued every one (1) to seven (7) days.
- 3.7.2 The Company shall produce a final monthly Settlement Statement for the transmission service provider or control area operator, as appropriate, and each AES operating in the Company's distribution service territory.
- 3.7.3 Final monthly Settlement Statements will be issued fifteen (15) calendar days following the completion of all scheduled meter reads for each billing cycle that begins in the calendar month of the settlement. In the event the fifteenth (15th) calendar day falls on a weekend or holiday, the final monthly Settlement Statement will be issued on the following business day.
- 3.7.4 The periodic and final monthly Settlement Statements may be issued in paper format or electronically.
- 3.7.5 The transmission service provider, control area operator, or Company, as appropriate, shall prepare a monthly Settlement Invoice for each AES operating in the Company's distribution service territory based on items listed in the final monthly Settlement Statement and other services that may be provided by the transmission service provider, control area operator, or the Company.
- 3.7.6 Payment process for the Settlement Invoice shall be comprised of the following two-step process.
- A. All Settlement Invoices with net funds owed by the AES are paid to the transmission service provider, control area operator, or the Company, as appropriate, by 1000 Central Prevailing Time (CPT) on the payment date, and
- B. All Settlement Invoices with net funds owed to an AES shall be paid by 1400 CPT on the payment date.
- 3.7.7 In the event the AES does not remit full payment for the monthly Settlement Invoice, the transmission service provider, control area operator, or the Company, as appropriate, will initiate the following procedure:
- 3.7.7.1 The transmission service provider, control area operator, or the Company, as appropriate, will draw on any available line of credit or security posted by the AES to cover payment shortages.
- 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.

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.
(Continued on Sheet No. E-11.00)

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RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-10.00)

- 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.

5.0 LIABILITY

- 5.1 In no event will the Company, its affiliates, or its suppliers be liable under any cause of action relating to the subject matter of this tariff, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or claims of AES or Customers.
- 5.2 The Company will not be liable to an AES or Customer for damages caused by interruption of service, voltage or frequency variations, single-phase supply to three-phase lines, reversal of phase rotation, or carrier-current frequencies imposed by the Company for system operations or equipment control except such as result from the failure of the Company to exercise reasonable care and skill in furnishing the service.
- 5.3 In no event will the Company be liable to the AES or Customer for loss of revenue or other losses due to meter or calculation errors or malfunctions. The Company's sole obligation and the AES and Customer's sole remedy will be for the Company to repair or replace the meter and prepare revised bills as described above.

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SECTION F
STANDARD CUSTOMER FORMS INDEX

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