

WISCONSIN ELECTRIC POWER COMPANY MICHIGAN

RATE BOOK FOR ELECTRIC SERVICE

These Standard Rules and Regulations and Rate Schedules contained herein have been adopted by the Company to govern its relations with customers and have been approved by the Michigan Public Service Commission as an integral part of its Rate Book for Electric Service.

Copies of the Company's Rate Book for Electric Service are available on Wisconsin Electric Power Company's website at the following website address, http://www.we-energies.com/business_new/elec/elecratesmi.htm or at the Michigan Public Service Commission's website at the following website address, <http://www.michigan.gov/mpsc/0,1607,7-159-16377-118910--,00.html> .

Territory

This Rate Book for Electric Service applies to the entire territory served with Electricity by the Company.

THIS RATE BOOK SUPERSEDES AND CANCELS RATE BOOKS

M.P.S.C. No. 2 – Electric
M.P.S.C. No. 2, Appendix A – Electric

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Issued **December 21, 2011**

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

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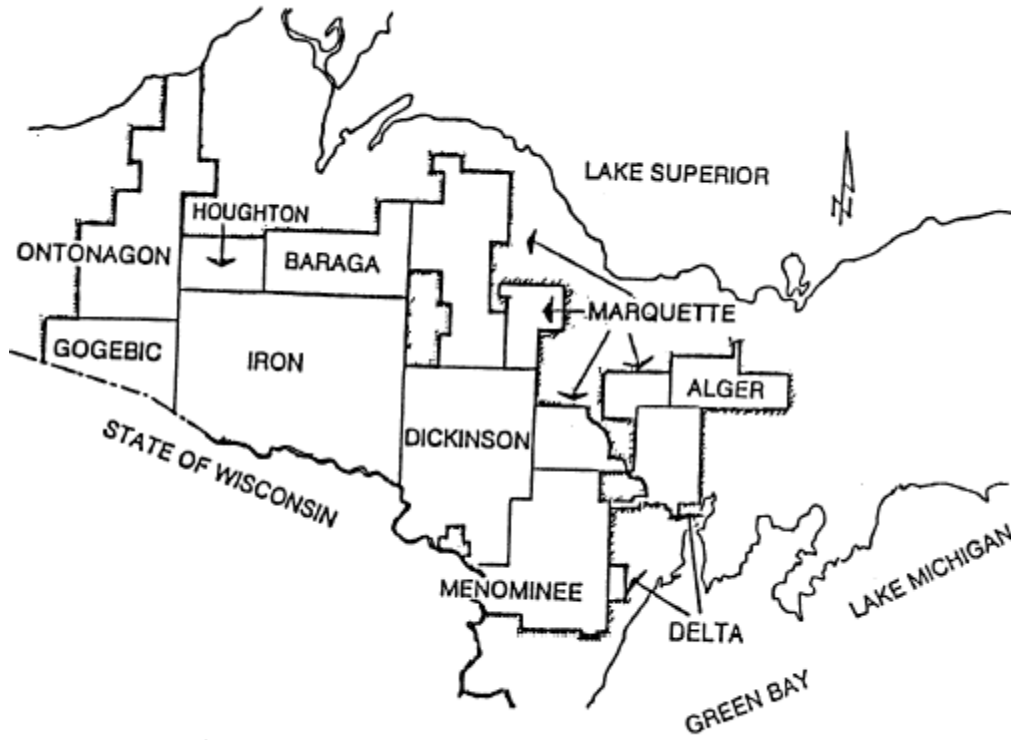
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TERRITORY SERVED
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<u>County</u>	<u>Incorporated Cities & Villages</u>	<u>Townships</u>	
Alger		Limestone Mathias	Rock River
Baraga		Covington	Spurr
Delta		Baldwin Bark River Brampton	Cornell Escanaba Maple Ridge
Dickinson	Iron Mountain Kingsford Norway	Breen Breitung Felch Norway	Sagola Waucedah West Branch
Goegebic		Marensico	Watersmeet
Houghton		Duncan	
Iron	Alpha Crystal Falls Mineral Hills Stambaugh	Bates Crystal Falls Hematite Iron River	Mansfield Mastodon Stambaugh
Marquette		Champion Ely Humboldt Michigamme	Richmond Tilden Turin
Menominee	Carney Powers	Faithorn Gourley Harris Holmes	Meyer Nadeau Spalding
Ontonagon		Bohemia Greenland Haight	Interior McMillan Stannard

TECHNICAL TERMS AND ABBREVIATIONS (FOR ALL CUSTOMERS)

I. The definitions of the following technical terms and abbreviations are applicable to the Company's Electric Rate Book and are not contained in the other Sections thereof:

A. For All Utilities

- (1) "Commission" means the Michigan public service commission.
- (2) "Effective Date" means the date when the tariff sheet must be followed.
- (3) "Issue Date" means the date the Company files a tariff sheet with the Commission.
- (4) "Rate Book" means the complete set of Company filings submitted in accordance with the "Filing Procedures for Electric, Wastewater, Steam and Gas Utilities".
- (5) "Rate Schedule" or "Rider" means the rate or charge for a particular classification of service, including all special terms and conditions under which that service is furnished at the prescribed rate or charge.
- (6) "Rate Sheet" or "Tariff Sheet" means any of the documents filed in accordance with "Filing Procedures for Electric, Wastewater, Steam and Gas Utilities".
- (7) "Rules and Regulations" means the rules, regulations, practices, classifications, exceptions, and conditions that the Company must observe when providing service.
- (8) "Standard Customer Form" means a contract or other agreement that create or alter a customer's rights or responsibilities in dealings with the Company. Standard customer forms require a customer signature or are specifically referenced within the Rate Book for execution between the Company and customers.

B. Company

Advance – For the purposes of deposits and contributions, "in advance" means in advance of commencement of construction; however, under no circumstances will the meter(s) be set or the system energized until the required deposit or contribution has been made.

Ampere: Rate of flow of electricity.

Company – Wisconsin Electric Power Company.

Energy Optimization Surcharge: A delivery/distribution surcharge to allow recovery of the energy optimization alternative compliance payment made by the Company in compliance with Section 91(1) of 2008 PA 295. An annual energy optimization cost reconciliation shall be conducted. The approved Energy Optimization Surcharges are shown on Sheet No. D-5.01.

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

Hertz (Hz): The international unit of frequency equal to one cycle per second.

60 Hertz Service: Shortened form of described "60-cycle" (per second) alternating current service" in these rate schedules.

Horsepower (hp) - Unit of mechanical power equivalent to 746 watts of electrical power.

Kilowatt (kW): One thousand watts. Unit of electric power representing rate of consumption.

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Issued **May 29, 2009**
R.A. Draba
Vice-President,
Milwaukee, Wisconsin

Effective for service rendered on and
after **July 1, 2009**

Issued under authority of the
Michigan Public Service Commission
dated **May 26, 2009**
in Case No. **U-15812**

TECHNICAL TERMS AND ABBREVIATIONS (FOR ALL CUSTOMERS)
(Continued From Sheet No. A-12.00)

B. Company (Contd)

Kilovoltampere (kVA): Product of volts and amperes, divided by one thousand.

Kilowatthours (kWh): Consumption of energy equivalent to the use of one kilowatt for one hour.

Maximum Demand or Demand: Measured in kilowatts, is the highest power required as metered by a demand recorder.

Minimum Charge: The charge for the billing period when there is no kWh consumption in that billing period.

Month: The term “month” shall refer to the period between two successive, scheduled meter readings.

Power Factor: The ratio of watts to the product of volts and amperes.

Power Supply Cost Recovery Factor: That element of the rates to be charged for electric service to reflect Power Supply Costs incurred and made pursuant to a Power Supply Cost Recovery Clause incorporated in the rates or Rate Schedules.

Power Supply Cost Recovery Plan: A filing made annually describing the expected sources of electric power supply and changes over a future 12 month period specified by the Commission and requesting for each of those 12 months a specific Power Supply Cost Recovery Factor.

Power Supply Costs: Those elements of the costs of fuel and purchased and net interchanged power as determined by the Commission to be included in the calculation of the Power Supply Cost Recovery Factor.

Renewable Energy Surcharge: A power supply surcharge to allow recovery of the incremental cost of compliance with the renewable energy standards included in 2008 PA 295. An annual renewable cost reconciliation shall be conducted pursuant to Section 49 of 2008 PA 295. The approved Renewable Energy Surcharges are shown on Sheet No. D-5.03.

Rate Realignment Adjustment: Adjustments in the form of a surcharge or credit applicable to all Power Supply kilowatt hours to realign rates to cost of service as required by 2008 PA 286.

Retail Access Service: 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 (Alternative Electric Supplier), with power delivered through the Company’s distribution system.

Volt: Unit of electric force or pressure.

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ADMINISTRATIVE RULES INDEX
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(Continued From Sheet No. B-4.00)

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(Continued From Sheet No. B-5.00)

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ADMINISTRATIVE RULES INDEX
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- B11. Filing Procedures for Electric, Wastewater, Steam and Gas Utilities (R 460.2011 - R 460.2031)
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- B15. Rate Case Filing Requirements for Major Electric Utilities
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SECTION C
COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)

INTENT OF SECTION C

These Company Rules and Regulations for all customers are not to supersede but are in addition to Rule B1., Services Supplied by Electric Utilities; Rule B2., Consumer Standards and Billing Practices for Electric and Gas Residential Service; Rule B4., Commercial and Industrial Standards and Billing Practices; Rule B5., Underground Electric Lines; Rule B6., Electrical Supply and Communication Lines and Associated Equipment; Rule B7., Rules and Regulations Governing Animal Contact Current Mitigation (Stray Voltage); Rule B8, Electric Interconnection Standards; and Rule B9., Service Quality and Reliability Standards for Electric Distribution Systems.

C1. INTRODUCTION

- A. These rules and regulations set forth the terms and conditions under which electric service will be provided by the Company. They shall apply to all classes of service and shall govern the terms of all contracts for such service except that the Company reserves the right to enter into special contracts subject to the general regulations of the Michigan Public Service Commission. Failure of the Company to enforce any of the terms of these rules and regulations shall not be deemed as a waiver of the right to do so.
- B. Any promises or agreements made by agents or employees of the Company which are not in conformance with these rules and regulations, nor with the terms of special contracts executed by authorized representatives of the Company shall not have binding effect on the Company.
- C. No ownership rights in any facilities provided by the Company shall pass to any person as a result of any contribution or deposit made under these rules. No deposits or contributions made by customers shall be refundable unless expressly so provided in these rules.
- D. Copies of the Company's Rules and Regulations and Rate Schedules for electric service, as filed with the Michigan Public Service Commission, are open to public inspection at the Company's offices and are available upon request. Copies of the Company's Rate Book for Electric Service are available on Wisconsin Electric Power Company's website at the following website address,
http://www.we-energies.com/business_new/elec/elecritesmi.htm

C2. TERMS AND CONDITIONS OF SERVICE

C2.1. Membership and Electric Service

Each applicant for electric service may be required to sign the Company's "Application for Membership and for Electric Service." Acceptance of service, with or without a signed application, shall be subject to compliance with the terms of the Standard Rules and Regulations and Rate Schedules as filed with the commission.

C2.2. Company-Owned Facilities

- A. The Company will normally install, own, operate and maintain all distribution facilities on the supply side of the point of attachment as shown on the Company's standard drawings, including metering equipment. All service entrance conductor wiring from a point of connection to the Company's service line at a location satisfactory to the Company shall be the responsibility of the customer. If building modifications hinder access to metering facilities, create a hazardous condition, or cause a violation of code, the customer will be responsible for all costs incurred by the Company to correct these conditions.

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-1.00)

C2.2. Company-Owned Facilities (Contd)

- B. Access to Premises – The customer shall provide at no expense to the Company suitable space with provisions for installation and maintenance of the Company’s facilities on the customer’s premises. Authorized agents of the Company shall have access to the premises at all reasonable times for construction, operation, maintenance, removal or inspection of the Company’s facilities, or to inspect the customer’s facilities or measure the customer’s load. Authorized employees and agents shall carry identification furnished by the Company and shall display it upon request. Failure to provide access for any of the above reasons may result in termination of service.
- C. Use of Facilities – The Company will not allow use of its poles or other facilities by others for installations or attachments of any kind without written authorization from the Company. This includes, but is not limited to, electrical or communication equipment, lights, signs and fences. The Company assumes no liability for property owned by others attached to its facilities. Unauthorized attachments to Company facilities may be removed by the Company.
- D. Protection – The customer shall use reasonable diligence to protect the Company’s facilities located on the customer’s premises, and to prevent tampering or interference with such facilities. The Company may discontinue service in accordance with any applicable rules of the Michigan Public Service Commission, in case the meter or wiring on the customer’s premises has been tampered with or altered in any manner to allow unmetered or improperly metered energy to be used. In case of such unauthorized use of service, the Company will continue service only after the customer has agreed to pay for the unmetered energy used, cost of discovery, and make provisions and pay charges for an outdoor meter installation or other metering changes as may be required by the Company. Failure to enter into such an agreement or failure to comply with the terms of such an agreement shall be cause to discontinue service in accordance with any applicable rules of the Company or commission. Restoration of service will be made upon receipt of reasonable assurance of the customer’s compliance with the Company’s approved Standard Rules and Regulations.

C2.3. Customer-Owned Facilities

- A. The Company reserves the right to deny or terminate service to any customer whose wiring or equipment shall constitute a hazard to the Company’s equipment or its service to others. However, it disclaims any responsibility to inspect the customer’s wiring, equipment or any subsequent wiring changes or modifications and shall not be held liable for any injury or damage or billing errors resulting from the condition thereof.
- B. The customer shall be responsible for inadequate performance of such facilities. Before purchasing equipment or installing wiring, it shall be the customer’s responsibility to check with the Company as to the characteristics of the service available. Any changes required to bring customer’s service into compliance with code will be paid for by customer. The Company reserves the right to make reasonable service charges for work performed by Company personnel resulting from malfunction of the customer’s facilities.

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-2.00)

C2.3. Customer-Owned Facilities (Contd)

- C. The customer shall be responsible for notifying the Company of any additions to or changes in the customer's equipment which might exceed the capacity of the Company's facilities, or otherwise affect the quality of service. The customer shall also be responsible for the installation of auxiliary or standby equipment and of alarms and protective devices as required to provide reasonable protection in the event of disturbance or interruption of electrical service. The customer shall install and maintain the necessary devices to protect his or her other equipment against service interruptions and other disturbances on the Company's system, as well as the necessary devices to protect the Company's facilities against overload caused by the customer's equipment. Characteristics and installation of all such equipment or devices shall meet the approval of the Company.

C2.4. Customer-Owned Generating Systems

- A. Interconnection of a generating facility with the Company's system shall not be permitted until application has been made to and approval received from the Company. The Company may withhold approval only for good reason such as failure to comply with applicable Company rules or governmental laws. The Company shall require a contract specifying reasonable technical connection and operating aspects for the parallel generating facility.
- B. The Company may require that for each generating facility there be provided between the generator (or generators) and the Company's system a lockable load-break disconnect switch. For installations interconnected at greater than 600 volts, a fused cutout switch may be substituted, where practicable. The switches shall be accessible to the Company for the purpose of isolating the parallel generating facility from the Company's system, when necessary.
- C. The Company shall require a separate distribution transformer for a customer having a generating facility, where necessary for reasons of public or employee safety or where the potential exists for the generating facility to cause problems with the service of other customers. Ordinarily this requirement should not be necessary for an induction-type generator with a capacity of 5 kW or less, or other generating units of 10 kW or less that utilize line-commutated inverters.
- D. Where necessary, to avoid the potential for a generating facility causing problems with the service of other customers, the Company should limit the capacity and operating characteristics of single-phase generators in a manner consistent with its existing limitations for single-phase motors. Ordinarily single-phase generators should be limited to a capacity of 10 kW or less.
- E. The Company shall require that each generating facility have a system for automatically isolating the generator from the Company's system upon loss of the Company supply, unless the Company desires that the local generation be continued to supply isolated load. For synchronous and induction generators such protection against continued operation when isolated from the utility system will ordinarily consist of overcurrent protection, fuse or circuit breaker, plus a voltage or frequency controlled contactor which would automatically disconnect the unit whenever its output voltage or frequency drifted outside predetermined limits. Other suitable protective systems against abnormal voltages or frequencies may be accepted by the Company.

(Continued on Sheet No. C-4.00)

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-3.00)

C2.4. Customer-Owned Generating Systems (Contd)

- F. The Company shall require that the customer discontinue parallel generation operation when it so requests and the Company may isolate the generating installation from its system at times:

When considered necessary to facilitate maintenance or repair of utility facilities.

When considered necessary during system emergencies.

When considered necessary during such times as the generating facility is operating in a hazardous manner, or is operating such that it adversely affects service to other customers or to nearby communication systems or circuits.

- G. The owner of the generating facility shall be required to make the equipment available and permit entry upon the property by Company personnel at reasonable times for the purposes of testing isolation and protective equipment, and evaluating the quality of power delivered to the Company's system; and testing to determine whether the local generating facility is the source of any electric service or communication systems problems.
- H. The power output of the generating facility shall be maintained such that frequency and voltage are compatible with normal Company service and do not cause the Company service to fall outside the prescribed limits of commission rules and other standard limitations.
- I. The generating facility shall be operated so that variations from acceptable voltage levels and other service impairing disturbances do not result in adverse effects on the service or equipment of other customers, and in a manner which does not produce undesirable levels of harmonics in the Company power supply.
- J. The owner of the generating facility shall be responsible for providing protection for the owner's installed equipment and for adhering to all applicable national, state and local codes. The design and configuration of certain generating equipment, such as that utilizing line-commutated inverters, sometimes requires an isolation transformer as part of the generating installation for safety and for protection of the generating facilities.

C2.5. Use of Service

Each customer shall, as soon as electric service becomes available, receive delivery from the Company practically all electric energy used on the premise, and shall become liable for all charges incurred in the delivery of said electrical energy from the Company. The customer's power supply may be purchased from an Alternative Electric Supplier or the Company. Standby and/or supplemental on-site generation may be utilized only if approved by the Company and properly connected so as to prevent parallel operations with the Company's system.

C2.6. Notice of Intent

- A. Application – Prior to use of electrical service, each customer shall make proper application to the Company, and shall furnish all reasonable information required by the Company. Failure to comply with this requirement may result in refusal by the Company to provide service.

(Continued on Sheet No. C-5.00)

COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-4.00)

C2.6. Notice of Intent (Contd)

Any customer using service without first notifying and enabling the Company to establish a beginning meter reading may be held responsible for any amounts due for service supplied to the premises from time of last reading reported immediately preceding his or her occupancy.

- B. Termination – Any customer desiring termination of service shall so notify the Company a minimum of five working days in advance so the service may be discontinued on a mutually agreeable date. Customers failing to give proper notice of intent to vacate the premises may be held responsible for use of service until a meter reading acceptable to the Company is obtained.
- C. Switching - An eligible customer electing to purchase their power supply service from a licensed Alternative Electric Supplier with power delivered through the Company's distribution system shall abide by the terms specified in the Company's Retail Access Service RAS-1.

C2.7. Conditions of Use

- A. The rules in this section are designed to assist in maintaining a high standard of electric service for all customers with maximum economy of facilities and are based on industry standards of good practice. When installing any utilization equipment, it shall be the customer's responsibility to comply with the provisions of this section.
- B. The customer shall not use the service in any way that causes a safety hazard, endangers the Company's facilities, or disturbs service to other customers. Failure to comply with this provision may result in discontinuance of the customer's service.
- C. Customer shall install only such motors or other apparatus or appliances as are suitable for operation with the character of the service supplied by the Company, and electric energy must not be used in such a manner as to cause detrimental voltage fluctuations or disturbances in the Company's distribution system.
- D. In order to limit the impact of voltage variations and disturbances to acceptable industry limits, the Company may establish starting and operating criteria for equipment on customer premises. Customer loads shall be sized and operated in accordance with such criteria.
- E. The Company may require the installation of a separate retail power service to serve equipment which does not conform to the rules which govern standard retail service or to serve other devices which are likely to interfere with standard voltage regulation. Power service, as defined in these rules, means service furnished principally for electromotive or industrial purposes and may include service for lighting thereto. Equipment or operations associated with a power service may affect voltage regulation or cause flicker or other disturbances that are not adequate for standard retail service.
- F. Where a customer connects single-phase equipment to a three-phase service, the single-phase equipment shall be connected to prevent unbalance of the loads on the three phases in excess of 10%, and the power factor of such single-phase loads shall not be less than 75% at rated load. When these requirements cannot be met the customer may contract for separate single-phase service.

(Continued on Sheet No. C-6.00)

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(Continued from Sheet No. C-5.00)

C2.7. Conditions of Use (Contd)

- G. It shall be the customer's responsibility to install any protective devices such as time-delay under-voltage relays, phase reversal relays, devices to protect against unbalanced phase operation of three-phase equipment and any other device necessary to prevent damage to utilization equipment which might result from imperfections in the service provided.
- H. It shall be the customer's responsibility to avoid installing and/or operating any utilization equipment that causes objectionable distortion of the system voltage waveform, or produces objectionable harmonic or other high frequency currents in the system, or interferes with the operation of any other customer's equipment or the Company's equipment or causes interference with the operation of another utility's facilities which may be in close proximity to the power system facilities. When the source of objectionable voltage distortion or interference is determined to be equipment owned by a specific customer, the customer will be informed and advised of his or her responsibility to correct the problem to acceptable industry limits. The Company has the right to require the customer to correct the problem or to disconnect the equipment causing the objectionable voltage distortion or interference.
- I. The Company may advise the customer concerning specific installations on request, but will not test or investigate any customer's equipment except when necessary to determine the cause of interference or substandard voltage conditions. The Company may refuse to connect service or may suspend service when such equipment does not conform to these rules and has not been corrected after reasonable notice.

C2.8. Non-standard Service

- A. The Company shall not be required to provide nonstandard service voltages or service at any voltage other than the standard voltages adopted for use on the distribution system.
- B. Customers shall be liable for the cost of any special installation necessary to meet particular requirements for service at other than standard voltages adopted by the Company, or to provide closer voltage regulation or meet specific criteria which exceed that required for standard retail service. (See also, Section C 8.3 Special Service.)
- C. The usual supply of electric service shall be subject to the provision of Michigan Public Service Commission rules, but where special service-supply conditions or problems arise for which provision is not otherwise made, the Company may modify or adapt its supply terms to meet the peculiar requirements of such case.
- D. The Company reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of contract, minimum bills, or other service conditions with respect to customers whose establishments are remote from the Company's existing suitable facilities, or whose service requirements exceed the capabilities of the Company system in the area, or otherwise necessitate unusual investments by the Company in service facilities or where the permanence of the service is questionable.

C2.9. Resale of Electric Energy

Customers shall not resell to, or share with others, any electric service furnished by the Company under the terms of its filed rate schedules not applicable to such resale of energy, unless otherwise authorized by the Michigan Public Service Commission.

(Continued on Sheet No. C-7.00)

COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-6.00)

C2.10. Service to a Single Metering Point

Where resale of electric service exists, the Company will be under no obligation to furnish or maintain meters or other facilities for the resale of service by the reselling customer to the ultimate user. The use of “Master Metering” will be limited to existing customers.

Electric service will no longer be granted where connection is made to a single metering point for the purpose of resale to the reselling customer’s ultimate user. Each user will be metered as an individual unit. For the purposes of this rule, resale will also include sales where the electric service is included in the rent.

C2.11. Point of Attachment

- A. Not more than one service drop or service lateral for either standard retail service or retail power service will be installed to the same building or utilization point except:
- (1) where more than one point of delivery is necessary because of voltage regulation, governmental requirements, or regulatory orders;
 - (2) for installations where, in the opinion of the Company, more than one service drop or lateral is necessary to meet the load requirements;
 - (3) for row houses and other multiple occupancy buildings in compliance with Electrical Code requirements; or
 - (4) where additional services may be required for billing under different rate schedules.
- B. Where suitable service is available, the Company will install service connections from its distribution lines to a suitable point of attachment on the customer’s premises designated by the Company. Where the customer requests a point of attachment other than that specified by the Company, and such alternative point of attachment is approved by the Company, the cost of installing additional intermediate supports, wires or fixtures necessary to reach the point of attachment requested by the customer, shall be borne by the customer.
- C. Should it become necessary for any cause beyond the Company’s control to change the location of the point of attachment of service connections, the entire cost of any changes in the customer’s wiring made necessary thereby, shall be borne by the customer.
- D. A service connection will not be made unless the customer has installed his or her service entrance facilities in compliance with code requirements and specifications set forth by the Company.
- E. The customer may be required to provide at no expense to the Company space for Company facilities on the customer’s premises.
- F. For overhead service, the location of the point of attachment must be such that the Company’s service conductors can be installed without attachment to the building in any other locations.
- G. For underground service, the point of attachment may be on the building, meter pedestal, or other agreed point.

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-7.00)

C2.11. Point of Attachment (Contd)

- H. Service will be provided to meter poles for farm service or other service where more than one structure is to be supplied from a single meter. The customer shall be required to install a fused disconnect switch on the pole at his or her own expense in accordance with Company specifications.

C2.12. Service to House Trailers, Vans, Buses, Used as Dwelling Units

The Company will make service connections to house trailers, vans, buses, or any other dwelling of a mobile nature without special charges, except as specified herein under Section C3, when the customer owns the premises and has installed an approved septic tank and well for his or her own use.

If the above conditions are not met, such installation and service facilities shall be considered to be Temporary Service as applicable under Section C3.92.

C2.13. Nature and Quality of Service

- A. The Company will endeavor to, but does not guarantee to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits.
- B. The Company shall not be liable for interruptions in the service, phase failure or reversal, or variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Company's control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of customers or third parties; operation of safety devices, except when such operation is caused by the negligence of the Company; absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, facilities or equipment when the Company has carried on a program of maintenance consistent with the general practices prevailing in the industry; act of God; war; action of the elements; storm or flood; fire; riot; labor dispute or disturbances; or the exercise of authority or regulation by governmental or military authorities.
- C. The customer shall be responsible for giving immediate notice to the Company of interruptions or variations in electric service so that appropriate corrective action can be taken.
- D. The Company reserves the right to temporarily interrupt service for construction, repairs, emergency operations, shortages in power supply, safety, and state or national emergencies and shall be under no liability with respect to any such interruption, curtailment or suspension.

C2.14. Metering and Metering Equipment

- A. The customer shall provide, free of expense to the Company and close to the point of service entrance, a space suitable to the Company for the installation of the necessary metering equipment. The customer shall permit only authorized agents of the Company or other persons lawfully authorized to do so, to inspect, test or remove the same. If the meters or metering equipment are damaged or destroyed through the neglect of the customer, the cost of necessary repairs or replacements shall be paid by the customer. Customers who desire to purchase their power supply from an Alternative Electric Supplier may have additional metering requirements as described in the Company's Retail Access Service Tariff, RAS 1. The Company reserves the right to make final decisions with respect to methods and equipment used in measurement of loads for billing purposes.

(Continued on Sheet No. C-9.00)

COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-8.00)

C2.14. Metering and Metering Equipment (Contd)

- B. Meter Testing - All testing of metering equipment will be done by qualified personnel, either Company employees or by independent agents meeting the requirements of both the Company and the commission. The Company may, at its option, either conduct field tests on the customer's premises, or remove metering equipment for shop testing.
- C. Routine Tests - The Company will, through test procedures established by the commission, endeavor to maintain its metering equipment within the accuracy limits prescribed by the commission. Test procedures and accuracy limits are set forth in R 460.3101 - R 460.3908.
- D. Location of Meters - Meters for all single family residential service will be installed outdoors. Meters for other services may be installed outdoors if they are located so they are protected from traffic and are readily accessible for reading and testing. Meters which must be protected from inclement weather, while being serviced or tested, shall be located indoors or in a suitable housing where such work can be performed.

Meters located indoors shall be as near as possible to the service entrance, in a clean, dry place, reasonably secure from injury, not subject to vibration, and readily accessible for reading and testing.

In cases of multiple buildings such as two-family flats or apartment buildings, if the meters are installed indoors, they shall be located within the premises served or at a common location readily accessible to the tenants and the Company.

An authorized representative of the Company will determine the acceptability of the meter location in all cases.

C2.15. Special Charges

The Company will make such charges for reasonable special services as necessary to discourage abuse and to minimize subsidy of such services by other customers. The following schedule shall apply where applicable:

Charge for any Special Services at Customer's Request:	
During Regular Working Hours	\$35
Outside Regular Working Hours	\$70
Meter Reading Charge	\$10
Meter Test Charge	\$20
Reconnect Charge:	
During Regular Working Hours	\$31
Outside Regular Working Hours	\$77
Disconnect Charge:	
Disconnect at Pole, During Regular Working Hours Greater of	\$31 or actual cost
Disconnect at Pole, Outside Regular Working Hours Greater of	\$77 or actual cost
Bad Check Handling Charge	\$15
Connections Outside Regular Working Hours	\$40

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-9.00)

C2.15. Special Charges (Contd)

Charge for usage and billing information per request beyond one within a calendar year	\$15
Switch processing charge per switch request beyond one within a calendar year	\$62
Manual meter interrogation charge (per 2.5.3 of RAS 1)	\$15

Bills may be paid at authorized pay stations. A convenience fee may be charged by the third party processing the payment at the authorized pay stations. The Company will not be responsible for payments made to unauthorized pay stations.

C2.16. Service Disconnect at Customer's Request

Service to the customer's premises may be disconnected by the Company at the customer's request under the following conditions:

- A. Upon Termination – The Company will disconnect service with no charge to the customer upon due notice as provided elsewhere in these rules. However, if restoration of service at the same location is requested by the same customer or property owner(s), a reconnect charge will be applied. The reconnect charge will be increased by the amount of the minimum charge in the applicable rate schedule for the months service was disconnected, provided such reconnect is made during the twelve month period immediately following disconnect.
- B. For Repairs – The Company will temporarily disconnect service to facilitate repairs or other work on the customer's equipment or premises. Special service charges as set forth in Section C2.15, will be applicable.

C2.17. Rate Application

- A. The rates specified in this schedule are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the customer, unless otherwise provided for in these rules and regulations. In no case may service be shared with another or transmitted off the premises at which it is delivered. Service at different points and at different premises shall be separately metered and separately billed.
- B. Customers who have switched to an Alternative Electric Supplier will be allowed to only contract with a single Alternative Electric Supplier for each meter that serves them as described in the Company's Retail Access Service RAS-1.
- C. The customer may be eligible to take service under any one or two or more of the Company's delivery or power supply rates. Upon request, the Company will advise the customer in the selection of the rate which will give him or her the lowest cost of service, based on the information provided to the Company, but the responsibility for the selection of the Company rate lies with the customer. However, the Company will not advise the customer on the rates or services offered by an Alternative Electric Supplier nor compare the rates or services offered by an Alternative Electric Supplier to the Company's rates and services. The Company will provide information on the Company's rates.

(Continued on Sheet No. C-11.00)

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C2.17. Rate Application (Contd)

- D. After the customer has selected the rate under which he or she elects to take service, the customer will not be permitted to change from that rate to another rate until at least twelve months have elapsed. Neither will the customer be permitted to evade this rule by temporarily terminating service. However, the Company may, at its option, waive the provisions of this paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate.
- E. No refund will be made of the difference in charges under different rates applicable to the same class of service.
- F. The Retail Access Service RAS-1, provides the necessary information on a customer's rights and limitations associated with retail access, if they choose to exercise that option.

C3. CONSTRUCTION POLICY

C3.1. General

- A. This section of the rules and regulations sets forth the terms and conditions under which the Company will construct and extend its facilities to serve new loads and replace, relocate or otherwise modify its facilities.
- B. Except where specifically stated otherwise, service extension policy is based on overhead construction and any financial participation by the customers for underground facilities shall be in addition to other charges provided for in these rules.
- C. Contributions in aid of construction and other deposits made with the Company under the provisions of this section shall be considered nonrefundable except where provisions for refunds are specifically stated.
- D. No refunds will be made in excess of the refundable amount deposited, and deposits shall not bear interest. Refunds, where applicable, will be made in accordance with the terms stated hereinafter.
- E. Each distribution line extension shall be a separate, distinct unit and any further line extension therefrom shall have no effect upon the agreements under which such extension is constructed.
- F. See also Section C2.8, Non-standard Service and Section C2.12, Service to House Trailers, Vans, and Buses Used as Dwelling Units.

C3.2. Residential Overhead Extension Policy

- A. Charges- For each permanent, year around dwelling, the Company will provide a single-phase line extension excluding service drop at no additional charge for a distance of 600 feet, of which no more than 200 feet is a lateral extension on the customer's private property. For each permanent, seasonal type dwelling, the Company will provide at no extra charge a 200 foot extension from a main line distribution feeder. Distribution line extension in excess of the above footages will require an advance deposit ***in the entire amount of excess estimated construction costs***. There will also be a non-refundable contribution equal to the cost of right-of-way and clearing on such excess footage. Three-phase extensions will be on the same basis as Commercial and Industrial.

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C3.2. Residential Overhead Extension Policy (Contd)

- B. Measurement- The length of any main line distribution feeder extension will be measured along the route of the extension from the Company's nearest facilities from which the extension can be made to the customer's property line. The length of any lateral extension on the customer's property shall be measured from the customer's property line to the service pole. Should the Company, for its own reasons, choose a longer route, the applicant will not be charged for the additional distance. However, if the customer requests special routing of the line, the customer will be required to pay the extra cost resulting from the special routing.
- C. Refunds – During the five year period immediately following the date of payment, the Company will make refunds of the charges paid for a financed extension under provisions of Paragraph (A) above. The amount of any such refund shall be \$500 for each permanent electric service subsequently connected directly to the facilities financed by the customer. Directly connected customers are those which do not require the construction of more than 300 feet of lateral primary distribution line. Such refunds will be made only to the original contributor and will not include any amount of contribution in aid of construction for underground service made under the provisions of the Company's underground service policy as set forth in this section. The total refund shall not exceed the refundable portion of the contribution.

C3.3. Non-residential Overhead Extension Policy

- A. Company Financed Extensions – Except for contributions in aid of construction for underground service made under the provisions of Section C3.5 of these rules, the Company will finance the construction cost necessary to extend its facilities to serve commercial or industrial customers when such investment does not exceed 2 times the annual distribution revenue anticipated to be collected from customers initially served by the extension.
- B. Charges – When the estimated cost of construction of such facilities exceeds the Company's maximum initial investment as defined in Paragraph (A), the applicant shall be required to make a deposit in the entire amount of such excess construction costs. Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of Paragraph (C).
- C. Refunds - That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered nonrefundable.

This amount shall be determined under applicable provisions of the Company's underground service policy as set forth in this section. The Company will make refunds on remaining amounts of deposits collected under the provisions of Paragraph (B) above in cases where actual experience shows that the electric revenues supplied by the customer are sufficient to warrant a greater initial investment by the Company. Such refunds shall be computed as follows:

- (1) Original Customer – At the end of the first complete 12-month period immediately following the date of initial service, the Company will compute a revised initial investment based on 2 times the actual distribution revenue provided by the original customer in the 12-month period. Any amount by which twice the actual annual distribution revenue exceeds the Company's initial investment will be made available for refund to the customer; no such refund shall exceed the amount deposited under provisions of Paragraph (B) above.
- (2) Refunds for additional new customers directly connected to the financed extension during the refund period will be governed by Section C3.2, C.

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C3.4. Service Extensions to Loads of Questionable Permanence

When service is requested for loads of questionable permanence, such as, but not limited to, saw mills, mixer plants, gravel pits, oil wells, oil facilities, etc., the Company will install, own, operate and maintain all distribution facilities up to the point of attachment to the customer's service equipment subject to the following:

- A. Charges – Prior to commencement of construction, the customer shall make a deposit with the Company in the amount of the Company's estimated construction and removal less cost of salvage . Such estimates shall include the cost of extending the Company distribution facilities and of increasing capacity of its existing facilities to serve the customer's load.
- B. Refunds – At the end of each year the Company will make a refund on the amount deposited from distribution revenues derived from the customer for electric service from the facilities covered by the deposit. The amount of such refund for any given year or part thereof shall be computed as follows:
 - (1) Year to year for the first four years of the deposit period.
 - (a) Twenty percent (20%) of the deposit if this amount is equal to or less than 20% of the new annual distribution revenue, excluding sales tax revenues.
 - (b) Twenty percent (20%) of the new annual distribution revenue, excluding sales tax revenues, if this amount is less than 20% of the deposit.
 - (2) The final year of the five-year refund period
 - (a) If at the end of the five-year refund period, the total distribution revenue for that period, excluding sales tax revenues, is equal to or greater than 5 times the original deposit, the balance of the deposit will be refunded.
 - (b) If at the end of the five-year refund period, the total distribution revenue, excluding sales tax revenue, is less than 5 times the original deposit, the refund for the fifth year will be applied in accordance with (1), (a) or (b) above.

No refund is to be made in excess of the deposit and the deposit shall bear no interest.

C3.5. General Underground Service Policy

- A. This portion of the rules provides for the extension and/or replacement of underground electric distribution facilities. The Upper Peninsula of Michigan was excluded from the mandatory underground rules adopted by the Michigan Public Service Commission in Case No. U-3001. The general policy of the Company is that real estate developers, property owners or other applicants for underground service shall make a contribution in aid of construction to the Company in an amount equal to the estimated difference in cost between underground and equivalent overhead facilities.
- B. Methods for determining this cost differential for specific classifications of services are provided herein. In cases where the nature of service or the construction conditions are such that these provisions are not applicable, the general policy stated above shall apply.

(Continued on Sheet No. C-14.00)

COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-13.00)

C3.5. General Underground Service Policy (Contd)

- C. The Company, at the request of the developer, will install an underground electric distribution system for all new residential subdivisions, mobile home parks, multiple occupancy building complexes, and commercial subdivisions, in cooperation with the developer or owner, evidenced by a signed agreement, and in compliance with the following specific conditions:
- (1) The developer or owners must provide for recorded easements or rights-of-way acceptable to the Company. The easements are to be coordinated with other utilities and will include easements for streetlighting cable.
 - (2) The developer or owner must provide for grading the easement to finished grade or for clearing the easement of trees, large stumps and obstructions sufficiently to allow trenching equipment to operate. Survey stakes indicating easements, lot lines and grade must be in place. The developer or owner must certify to the Company that the easements are graded to within four inches of final grade before the underground distribution facilities are installed.
 - (3) The developer or owner requesting underground construction must make a nonrefundable contribution to the Company for primary switching cabinets. When a switching cabinet is required exclusively for one customer, that customer will contribute the actual installed cost of the switching cabinet. When more than one customer is served from the switching cabinet, each customer's contribution will be the prorated total installed cost of the switching cabinet based on the number of positions required for each customer.
 - (4) If trenching is required where practical difficulties exist, such as in rock or in sodden ground or when boring under streets, driveways, patios or any other paved areas, the per foot charges stated in this rule shall not apply; and the contribution in aid of construction shall be an amount equal to the total cost differential between overhead and underground construction costs, but not less than the amount calculated on the per foot basis.
 - (5) The developer or owner will be responsible for any costs of relocating Company facilities to accommodate changes in grade or other changes after underground equipment is installed, and also be responsible for any damage to Company facilities caused by his or her operations or the operations of his or her contractors. An amount equal to the total costs involved, including overheads, is required for relocation or rearrangement of facilities whether specifically requested by the developer or owner, or due to the facilities becoming endangered by a change in grade.
 - (6) An additional amount of \$1.00 per foot shall be added to trenching charges for practical difficulties associated with winter construction in the period from November 15 to April 30 inclusive. This charge will not apply to jobs which are ready for construction and for which the construction meeting has been held prior to September 30.

(Continued on Sheet No. C-15.00)

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-14.00)

C3.6. Residential Underground Service Policy

If underground is requested, these provisions will apply to permanent dwellings. Mobile homes will be considered permanent dwellings when meeting the Company's requirements for permanent installations.

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

(1) New Platted Subdivision Distribution System – The Company will install an underground distribution system, including primary and secondary cable and all associated equipment, to provide service to the lot line of each lot in the subdivision.

For purposes of definition, all one-family and two-family buildings on individual lots are residential. The Company will furnish, install, own and maintain the entire underground electric distribution system including the service lateral cable for new residential subdivisions. The trenches for primary or secondary main cables will be occupied jointly by facilities of the Company and other utilities where satisfactory agreement for reimbursement exists between the Company and other utilities.

The service normally available from the system will be at secondary voltage, single-phase, three wire, 60 Hz. Three phase service will be made available for schools, pumping stations, and other special installations only under terms of a separate agreement. Certain related equipment, such as pad-mounted transformers, switching equipment and service pedestals may be above grade. The area must be suitable for the direct burial installations of cable.

The use of the lot front-foot measurements in these rules shall not be construed to require that the underground electric distribution system be placed at the front of the lot.

Where sewer and/or water lines will parallel Company cables, taps must be extended to each lot for a distance of four feet beyond the route of the cables prior to installation of the cables.

The property owner shall not make any changes in established grade in or near the easement that will interfere with utility facilities already installed. In the event the property owner requests relocation of facilities, or such facilities are endangered by change in grade, the property owner shall pay the cost of the relocation or rearrangement of the facilities.

(a) Charges – Prior to commencement of construction, the owner or developer shall deposit with the Company an amount equal to the estimated cost of construction of the distribution system, but not less than the nonrefundable charges set forth in the following Paragraph (b) below.

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(Continued from Sheet No. C-15.00)

C3.6. Residential Underground Service Policy (Contd)

- (b) Refunds – That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered non-refundable. This amount shall be determined by multiplying the sum of the lot front footage for all lots in the subdivision by \$1.75, except for those lots served by an underground service from an overhead distribution line under the provision of Section C3.6, A. Where underground extensions are necessary in unplatted portions of the property, the nonrefundable portion of the deposit shall be computed at the rate of \$3.50 per trench foot. The balance of the deposit shall be made available to the depositor on the following basis:

Following completion of its construction work order covering construction of the distribution system, the Company will refund any amount by which its original estimate exceeds the actual construction costs. During the five year period immediately following completion of the construction, the Company will refund \$500 for each permanent residential customer connected within the subdivision. Such refunds will be made only to the original depositor and in total shall not exceed the refundable portion of the deposit. The deposit shall bear no interest.

- (c) Measurement – The front foot measurement of each lot to be served by a residential underground distribution system shall be made along the contour of the front lot line. The front lot line is that line which usually borders on, or is adjacent to, a street. However, when streets border on more than one side of a lot, the shortest distance shall be used. In case of a curved lot line which borders on a street or streets and represents at least two sides of the lot, the front foot measurement shall be considered as one-half the total measurement of the curved lot line. The use of the lot front foot measurement in these rules shall not be construed to require that the underground electric distribution facilities be placed at the front of the lot.
- (2) New Platted Subdivision Service Laterals – The Company will install, own, operate and maintain an underground service lateral from termination of its facilities at the property line to a metering point on each new residence in the subdivision.
- (a) Contribution – For a standard installation the applicant shall make a nonrefundable contribution in aid of construction in the amount of \$2.00 per trench foot.
- (b) Measurement – The “trench feet” shall be determined by measuring from the termination of Company facilities at the property line along the route of the trench to a point directly beneath the electric meter.
- B. Other Residential Underground Facilities - At the option of the applicant(s) the Company will provide underground facilities from existing overhead facilities in unplatted areas or in subdivisions where overhead electric distribution facilities have been installed.

The Company reserves the right to refuse to install its facilities underground in cases where, in the Company’s opinion, such construction would be impractical or present a potential detriment to the service to other customers. The Company may designate portions of existing subdivisions as “underground service areas” where, in the Company’ opinion, such designation would be desirable for aesthetic or technical reasons.

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-16.00)

C3.6. Residential Underground Service Policy (Contd)

All future applicants for service in areas so designated will be provided with underground service subject to the applicable provisions of these rules.

- (1) Extension of Existing Distribution Systems in Platted Subdivisions – Any such extension shall be considered a distinct, separate unit, and any subsequent extensions therefrom shall be treated separately.
 - (a) Charges (In Addition to those Charges Set Forth in Section C3.2, A) – Prior to commencement of construction the applicant shall make a deposit in an amount equal to \$1.75 per foot for the total front footage of all lots which can be directly served in the future from the distribution system installed to serve the initial applicant. Any subsequent applicant(s) for service on these lots shall be required to make a nonrefundable contribution in aid of construction in the amount of \$1.75 per front foot for all lots owned by the subsequent applicant(s) which can be directly served from the original distribution extension.
 - (b) Refunds – The Company will make available for refund to the original depositor from amounts contributed in aid of construction by subsequent applicant(s) as provided in Paragraph (a) above the amount included in the original deposit to cover the front footage of the lot(s) owned by the subsequent applicant(s). The total amount refunded shall not exceed the amount of the original deposit, and will be made only to the original depositor. The Company will endeavor to maintain records for such purposes but the depositor is ultimately responsible to duly notify the Company of refunds due; any refund not claimed within five years after completion of construction shall be forfeited. Refunds made under the provisions of the paragraph shall be in addition to refunds made under the Company's overhead extension policy.
 - (c) Measurement – The lot front footage used in computing charges and contributions in Paragraph (a) above shall be measured the same as for new subdivisions as set forth in Section C3.6, A, 1, (c).

The front footage used in determining the amount of the original deposit or any refunds of subsequent contributions shall include only the frontage of lots directly served by the distribution system extension covered by the original deposit.

- (2) Distribution Systems in Unplatted Areas – The Company will extend its primary or secondary distribution system from existing overhead or underground facilities. When any such extension is made from an existing overhead system the property owner may be required to provide an easement(s) for extension of the overhead system to a pole on his or her property where transition from overhead to underground can be made.
 - (a) Contribution – Prior to commencement of construction, the applicant shall make a contribution in aid of construction equal to the difference between the estimated overhead construction costs and the underground construction costs, plus a deposit based on the Company's overhead extension policy. Refunds will be based on the overhead extension refund policy and shall apply only to that portion related to the overhead deposit.

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-17.00)

C3.6. Residential Underground Service Policy (Contd)

- (3) Service Laterals – The Company will install, own, operate and maintain an underground service lateral from the termination of its primary or secondary system to a metering point on each new residence to be served. Such underground service laterals may be served either from an underground or overhead system.
 - (a) Contributions – When a service lateral is connected to an underground system the applicant shall make a nonrefundable contribution in aid of construction in the amount equal to the product of the trench length in feet multiplied by \$2.00. When the service lateral is connected to existing overhead facilities, the contribution shall be \$50 plus \$2.00 per trench foot.
 - (b) Measurement – The “trench length” shall be determined by measuring from the pole or underground secondary terminal to which the service lateral is connected along the route of the lateral trench to a point directly beneath the electric meter.

C3.7. Non-residential Underground Service Policy

- A. Commercial Service – Distribution facilities in the vicinity of new commercial loads and built solely to serve such loads will be placed underground (optional for companies serving the Upper Peninsula). This includes service to all buildings used primarily for business purposes, where the major activity is the sale of goods or services at wholesale or retail. This category shall include, but not be limited to, apartment houses, motels, and shopping centers.

It shall not be mandatory that any new commercial or industrial distribution systems or service connections be placed underground where, in the Company’s judgment, any of the following conditions exist:

Such facilities would serve commercial or industrial customers having loads of temporary duration; or

Such facilities would serve commercial or industrial customers in areas where little aesthetic improvement would be realized if such facilities were placed underground; or

Such facilities would serve commercial or industrial customers in areas where it is impractical to design and place such facilities underground because of uncertainty of the size and character of the loads to be ultimately served therefrom.

- (1) The Company will furnish, install, own and maintain the entire underground electric distribution system including the service lateral cables for new commercial subdivisions. Generally, the trenches will be occupied jointly by facilities of the Company and other utilities where satisfactory agreement for reimbursement exists between the Company and the other utilities.
- (2) The service for individual customers within a commercial subdivision will be furnished as provided for in Underground Service Connections. Certain related equipment, such as pad-mounted transformers, switching, equipment, and service pedestals, may be above-grade.
- (3) In the event the developer(s), owner(s), customer(s) or tenant(s) request relocation of facilities which are endangered by change in grade, the total cost of relocation or rearrangement of the facilities shall be borne by the requesting party(s).

(Continued on Sheet No. C-19.00)

COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-18.00)

C3.7. Non-residential Underground Service Policy (Contd)

- (4) The Company will install underground service connections to commercial and industrial customers and other installations within designated underground districts in cooperation with the developer or owner, evidenced by a separate signed agreement, subject to the following specific conditions:
- (5) When required, the developer or owner must provide suitable space and the necessary foundations and/or vaults for equipment and provide trenching, back-filling, conduits and manholes acceptable to the Company for installation of cables on his or her property.
- (a) Contribution – For standard installation of distribution facilities, the applicant(s) shall make a nonrefundable contribution in aid of construction in the amount equal to the product of the total of trench length in feet to the point of beginning service multiplied by \$1.90.
- Transformers will be charged on an installed basis of \$4.00 per kVA.
- Service, as this term is generally understood in the electric utility field (on customer's property), is charged on the basis of \$4.00 per trench foot.
- (b) Measurement – “Trench length” shall be determined by measuring along the centerline of the trench as follows:
- i. Primary Extensions – shall be measured along the route of the primary cable from the transition pole to each transformer or other primary termination.
 - ii. Secondary Extensions – shall be measured from each transformer or other secondary supply terminal along the route of the secondary cable to each secondary pedestal or termination. No charge will be made for secondary cable laid in the same trench with primary cable.
 - iii. Service Laterals – shall be measured from the pole or underground secondary terminal to which the serve lateral is connected along the route of the lateral trench to the point of connection to the customer's facilities. No charge will be made for service laterals laid in the same trench with primary or secondary cable.
- B. Industrial Service – Distribution facilities in the vicinity of new industrial loads and built solely to serve such loads will be placed underground at the option of the applicant. This includes service to all buildings used primarily for the assembly, processing or manufacturing of goods.
- (1) Contribution – The applicant(s) shall make a contribution according to the provisions above for commercial service.
- C. Mobile Home Parks – Distribution facilities in new mobile home parks shall be placed underground. Extension from existing overhead systems in mobile home parks will be placed underground at the option of the park owner.

(Continued on Sheet No. C-20.00)

COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-19.00)

C3.7. Non-residential Underground Service Policy (Contd)

- (1) The Company will furnish, install, own and maintain the entire underground electric distribution system including the re-meter portion of the service lateral cables for new mobile home parks. The trenches for primary or secondary main cables will be occupied jointly by facilities of the Company and other utilities where satisfactory agreement for reimbursement exists between the Company and the other utilities.
- (2) The service for tenant loads normally available from the system will be at secondary voltage, single-phase, 120/240 volt, three wire, 60 Hz. Three-phase service will be made available for pumps and service installations only under terms of a separate agreement. Certain related equipment, such as pad-mounted transformers, switching equipment, and service pedestals may be above-grade. The area must be suitable for the direct burial installation of cable.
- (3) This service is limited to mobile home parks in which the service is metered by the Company at secondary voltage.
- (4) Company cables shall be separated by at least five feet from paralleling underground facilities which do not share the same trench. The park owner's cable systems, such as community antenna systems, should be in separate trenches, if possible. Subject to an agreement with the Company, these cable systems may occupy the same trench. The park owner must agree to pay a share of the trenching cost plus the extra cost of the additional backfill if required and agree to notify the other using utilities when maintenance of his or her cables requires digging in the easement.
- (5) The park owner must provide for each mobile home lot a meter pedestal of a design acceptable to the Company.
- (6) In the event the park owner requests relocation of facilities or such facilities are endangered by change in grade, the park owner shall pay the cost of the relocation or rearrangement of the facilities.
 - (a) Contribution – The park owner shall be required to make a nonrefundable contribution in aid of construction as follows:
 - i. Primary and Secondary Extensions – An amount equal to the product of the total trench length in feet multiplied by \$1.90.
 - ii. Service Loops or Laterals – An amount equal to the product of the total trench length in feet multiplied by \$1.90.
 - iii. Transformers – \$4.00 per kVA.
 - iv. The “trench length” shall be measured the same as provided for measurement of cable trench in commercial installations.

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(Continued from Sheet No. C-20.00)

C3.8. Other Conditions Underground Construction Policy

- A. Obstacles to Construction – Where unusual construction costs are incurred by the Company due to physical obstacles such as, but not limited to: rock, surface water, frost, other utility facilities, heavy concentration of tree roots, or roadway crossings, the applicant(s) shall make a nonrefundable contribution in aid of construction equal to the estimated difference in cost of the underground installation and that of equivalent overhead facilities. In no case shall this contribution be less than the per foot charges above for the type of service involved. The Company reserves the right to refuse to place its facilities under road or railroad rights-of-way in cases where, in the Company’s judgment, such construction is impractical.
- B. Contributions – Prior to commencement of construction, the applicant shall make a contribution in aid of construction as required by the underground extension rules plus a contribution based on the Company’s overhead extension policy. Refunds will be based on the overhead extension refund policy and shall apply only to that portion related to the overhead contribution.
- C. Geographic Exceptions – The Upper Peninsula of Michigan was excluded from the mandatory underground rules adopted by the Michigan Public Service Commission in Case No. U-3001.
- D. Replacement of Overhead Facilities – Existing overhead electric distribution service lines shall, at the request of an applicant(s), be replaced with underground facilities where, in the opinion of the Company, such replacement will not be detrimental to the electric service to other customers.

Before construction is started, the applicant(s) shall be required to pay the Company the depreciated cost (net cost) of the existing overhead facilities plus the cost of removal less the value of materials salvaged and also make a contribution in aid of construction toward the installation of underground facilities in an amount equal to the estimated difference in cost between the underground facilities and equivalent new overhead facilities.
- E. Underground Installations for Company’s Convenience – Where the Company, for its own convenience, installs its facilities underground, the differential between estimated overhead construction costs and underground costs of such installation will be borne by the Company. All other costs will be governed by the Company’s Overhead Extension Policy.
- F. Underground Extensions on Adjacent Lands – When a primary extension to serve an applicant or group of applicants must cross adjacent lands on which underground construction is required by the property owner (such as on State or Federal lands) the applicant(s) shall make a contribution to the estimated difference in cost between the underground and equivalent overhead facilities. The Company may establish a per foot charge to be considered the difference in cost. Such charge shall be adjusted from time to time to reflect the Company’s actual construction cost experience.
- G. Local Ordinances- The Company reserves the right, where local ordinance requirements are more stringent than these rules, to apply to the Michigan Public Service Commission for such relief as may be necessary.

C3.9. Miscellaneous General Construction Policy

See also Section C2.8, Non-standard Service. Except where specifically designated as overhead or underground construction policies, the following general policies will be applied to either overhead or underground construction:

(Continued on Sheet No. C-22.00)

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-21.00)

C3.91. Easements and Permits

- A. New Residential Subdivisions – The developer of a new residential subdivision shall cause to be recorded with the plat of the subdivision a public utility easement approved by the Company for the entire plat. Such easement shall include a legal description of areas within the plat which are dedicated for utility purposes, and also other restrictions as shall be determined by the Company for construction, operation, maintenance and protection of its facilities.
- B. Other Easement and Permits – Where suitable easements do not exist, the Company will provide the necessary easement forms, and solicit their execution. The applicant(s), as a condition of service, will be ultimately responsible for obtaining all easements and permits as required by the Company, for construction, operation, maintenance and protection of the facilities to be constructed. Where State or Federal lands are to be crossed to extend service to an applicant or group of applicants, the additional costs incurred by the Company for rights-of-way and permit fees shall be borne by the applicant(s).

C3.92. Temporary Service

Customers desiring temporary service for a short time only, such as for construction jobs, traveling shows, outdoor or indoor entertainment or exhibitions, etc., shall pay the charge per customer per month provided in applicable rate schedules. In addition, such customer shall pay installation and removal charges as follows:

- A. When 120/240 volt single-phase service is desired and when such service can be provided at the site without exceeding 100 feet overhead or 10 feet underground at the time temporary service is desired, the charge for installation and removal of temporary, single-phase, three wire, 120/240 volt service shall be:
- | | |
|--|---------|
| (1) For temporary overhead service | \$40.00 |
| (2) For temporary underground service,
during the period from April 1 to December 14 | \$45.00 |
| (3) For temporary underground service,
during the period from December 15 to March 31 | \$60.00 |
- B. When 120/240 volt single-phase service is desired, and requires more than 100 feet overhead or 10 feet underground of extension, or if other than 120/240 volt single-phase service is desired, the charge for installation and removal shall be based on the cost thereof.

The customer shall be required to deposit in advance of construction with the Company an amount (in excess of any salvage realized) to cover the cost of installing and removing temporary facilities plus the estimated cost of service under the terms of applicable rate schedules. Meters may be read daily and the deposit modified as the energy used may justify such modifications.

If service extends for a period in excess of six consecutive months, the customer may qualify for other of the Company's available rates, provided he or she meets all of the applicable provisions of the filed tariffs.

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-22.00)

C3.93. Moving of Buildings or Equipment

When the Company is requested to assist in the moving of buildings or equipment through, under or over the Company's distribution lines, the Company will require a deposit from the mover in advance of providing such assistance. The amount of the deposit required will be based upon the Company's estimate of the probable cost, but in no event will the required deposit be less than \$100. Upon completion of moving assistance, the Company will determine actual costs and will bill or credit the mover according to the difference between actual costs and the deposit, except the minimum actual cost will not be less than \$100. Actual costs will be determined in accordance with the following:

- A. Within regular working hours:
 - (1) Average individual wage rate applicable to employee(s) involved.
 - (2) Actual material used.
 - (3) Appropriate overhead charges.
- B. Outside regular working hours:
 - (1) Overtime wage rate applicable to employee(s) involved.
 - (2) Actual materials used.
 - (3) Appropriate overhead charges.
- C. The minimum billing for moving assistance shall not be less than \$100.00.

C3.94. Relocation of Facilities

- A. The Company will cooperate with political subdivisions in the construction, improvement or rehabilitation of public streets and highways. It is expected that the Company will receive reasonable notice so that any required relocation work can be properly scheduled.
- B. If the Company's poles, anchors, or other appurtenances are located within the confines of the public right-of-way, the Company will make the necessary relocation at its own expense with exceptions:
 - (1) The facilities were originally installed within the confines of the public right-of-way at the request of the political entity.
 - (2) Existing facilities being within the confines of a new public right-of-way obtained after the construction of the Company's facilities.
 - (3) The facilities provide public services such as lighting, traffic signals, etc.
- C. If the Company's poles, anchors or other appurtenances are located on private property, the political subdivision must agree in advance to reimburse the Company for any expenses involved in relocating its facilities.

(Continued on Sheet No. C-24.00)

COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-23.00)

C3.94. Relocation of Facilities (Contd)

- D. When the Company is requested to relocate its facilities for reasons other than road improvements, any expense involved will be paid for by the firm, person or persons requesting the relocation, unless one or more of the following conditions are met:
- (1) The relocation is made for the convenience of the Company.
 - (2) The relocation is associated with other regularly scheduled conversion or construction work at the same location and can be done at the same time.
- E. Before actual relocation work is performed under C and D above, the Company will estimate the cost of moving the poles, anchors or other appurtenances and an advance deposit in the amount of the estimate must be received from the firm, person or persons requesting such relocation. Upon completion of relocation work, the Company will determine the actual costs of the relocation, and the firm, person or persons requesting the relocation will be billed or credited for the difference between the advance deposit and the actual cost.

C3.95. Construction Schedules

Scheduling of construction shall be done on a basis mutually agreeable to the Company and the applicant. The Company reserves the right not to begin construction until the customer has demonstrated to the Company's satisfaction his or her intent to proceed in good faith with installation of his or her facilities by acquiring property ownership, obtaining all necessary permits and/or, in the case of mobile home's, meeting the Company's requirements for permanency.

C3.96. Design of Facilities

The Company reserves the right to make final determination of selection, application, location, routing and design of its facilities. Where excessive construction costs are incurred by the Company at the request of the customer, the customer may be required to reimburse the Company for such excess costs.

C3.97. Billing

For customer(s) who fail to take service two months after an extension has been completed to the premises and within the time period requested by the customer(s), the Company shall have the right, after said two month period, to commence billing the customer under the Company's applicable rates and rules for the type of service requested by the customer(s).

C3.98 Permanent Removal of Distribution or Service Facilities

If the Company is asked to remove existing distribution or service facilities, the customer shall pay in advance of the removal, the cost of such removal. The customer's contribution is not refundable.

(Continued on Sheet No. C-25.00)

COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-24.00)

C4. EMERGENCY ELECTRICAL PROCEDURES

C4.1. General

- A. Emergency electrical procedures may be necessary if there is a shortage in the electrical energy supply to meet the demands of customers in the electrical service area. It is recognized that such deficiencies can be short-term (a few hours) or long-term (more than a few hours) in duration; and, in view of the difference in nature between short and long-term deficiencies, different and appropriate procedures shall be adopted for each.
- B. Essential health and safety customers given special consideration in these procedures shall, insofar as the situation permits, include the following types of customers and such other customers or types of customers which the Commission may subsequently identify:
- (1) “Governmental Detention Institutions,” which will be limited to those facilities used for the detention of persons.
 - (2) “Fire Stations”, which will be limited to attended, publicly-owned facilities housing mobile fire fighting apparatus.
 - (3) “Hospitals,” which will be limited to institutions providing medical care to patients and where surgical procedures are performed.
 - (4) Life support equipment such as a kidney machine or respirator, used to sustain the life of a person.
 - (5) “Water Pumping Plants”, which will be limited to publicly-owned facilities essential to the supply of potable water to a community.
 - (6) “Sewage Plants,” which will be limited to publicly-owned facilities essential to the collection, treatment or disposal of a community’s sewage.
 - (7) Radio and television stations utilized for the transmittal of emergency messages and public information broadcasts related to these procedures.
- C. Although these types of customers will be given special consideration from the manual load shedding provisions of this procedure, they are encouraged to install emergency generation equipment if continuity of service is essential. It is known that some of the township fire departments in the more rural parts of Michigan have portable generation equipment available. Maximum use should be made of these facilities. In the case of customers supplied from two utility sources, only one source will be given special consideration. Other customers who, in their opinion, have critical equipment or circumstances, should install emergency battery or portable generating equipment.
- D. The Commission will be promptly advised of the nature, time and duration of all implemented emergency conditions and procedures which affect normal service to customers. The Commission may order the implementation of addition procedures or the termination of the procedures previously employed when circumstances so require.
- E. As may be appropriate in accordance with the nature of the occurring or anticipated emergency, the Company will initiate the following procedures (C4.2 to C4.5).

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
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C4.2. Sudden or Unanticipated Short-Term Capacity Shortage

In the event of a sudden decline of the frequency on the system or a sudden breakup which isolates all or parts of the system or power pool from other electric systems with which it is interconnected and which results in the area so isolated being deficient in electric generation, with consequent rapid decline in frequency.

Every effort will be made to maintain at least partial service to the system by means of predetermined load shedding of selected transmission and/or distribution circuits. The Company will make every reasonable effort to provide continuous service to essential health and safety customers.

C4.3. Anticipated or Predictable Short-Term Power Supply Capacity Shortages

- A. In the event an emergency condition of short-term duration is anticipated or experienced which cannot be relieved by sources of power supply within or outside the system, the following steps will be taken at the appropriate time and in the order appropriate to the situation:
- (1) The internal demand of substations, offices and other premises owned by the Company will be reduced to the largest extent consistent with the maintenance of service.
 - (2) Service will be interrupted to loads rendered service under Company interruptible tariffs.
 - (3) Voltage will be reduced not more than six percent.
 - (4) Voluntary load reductions will be requested of large commercial and industrial customers by procedures established in their respective load management plans.
 - (5) Voluntary load reductions will be requested of all other customers through appropriate media appeals.
 - (6) Load shedding of firm customer loads will be initiated. Service so interrupted shall be of selected distribution circuits throughout the Company area. Such interruptions shall be consistent with the criteria established for essential health and safety customers and will, insofar as practicable, be alternated among circuits. Records will be maintained to insure that during subsequent capacity shortages, service interruptions may be rotated throughout the Company service area in an equitable manner.

C4.4. Long-Term Capacity or Fuel Shortage

- A. The following actions will be implemented until it is determined by the Company energy suppliers that any or all actions may be terminated. The public will be immediately advised through appropriate media sources of the implementation of these procedures. If an emergency situation of long-term duration arises out of a long-term capacity or fuel shortage in the area which cannot be relieved by sources of generation within or outside the system, the following actions will be taken in the order noted as required:
- (1) Curtail use during hours of maximum system demand of non-essential energy on premises controlled by the Company including parking and large area lighting and interior lighting, except lighting required for security and safety, and other uses of energy both during and outside normal business hours.

(Continued on Sheet No. C-27.00)

COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-26.00)

C4.4. Long-Term Capacity or Fuel Shortage (Contd)

- (2) Initiate voluntary energy curtailment during hours of maximum system demand of all customers by requesting, through mass communication media, voluntary curtailment by all customers of a minimum of ten percent of their electric use. This use will include lighting, air conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying, and any other loads that can be curtailed or deferred to off peak hours.
 - (3) Implement procedures for interruption of selected distribution circuits during the period of maximum system demand on a rotational basis in accordance with specified load reduction amounts minimizing interruption to facilities which are essential to the public health and safety. The length of an interruption of any selected circuit should not exceed two hours and the total interruption should not exceed four hours in any 24-hour period without prior notification to the commission.
- B. If the above actions are made necessary because of a long-term fuel shortage, they will be continued in the order taken to maintain as nearly as possible a 30-day fuel supply.

C4.5. Emergency Procedures of Wholesale Suppliers

Where appropriate, the emergency procedures will be the same as those placed in effect by the Company's wholesale for resale energy supplier.

C5. SUPPLEMENTAL RESIDENTIAL STANDARDS AND BILLING PRACTICES

A. Equal monthly billing or budget billing

The following supplements the provisions of R 460.118.

- (1) Residential customers, commercial customers for which the primary purpose of the service is to provide for residential living, and customers on the small commercial Cg1 rate, regardless of whether their primary purpose is for residential living, may upon request and subject to the approval of the Company, have bills rendered under a budget billing basis.
- (2) At the time a customer applies for such billing and also at the completion of each plan year, the Company shall review the customer's usage during the past twelve months and calculate an annual bill based upon the current rates. The total will be divided by twelve to determine the monthly current budget payment. If a full year of experience has not occurred, the Company shall make an estimate of the monthly budget amount. The budget billing service year begins at the point the customer first signs up for budget billing. The budget billing amount is reviewed after six months. Customers may select a periodic plan option or a continuous plan option for budget billing.
- (3) Monthly billings shall be in equal amount for the twelve months of the plan unless changes in usage by the customer require adjustment to the monthly amount. ***The customer will choose either the periodic plan option or the continuous plan option.***

(Continued on Sheet No. C-28.00)

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

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-27.00)

A. Equal monthly billing or budget billing (Contd)

- (4) Under the periodic plan option, after the sixth month review, the budget amount is adjusted accordingly (if warranted) for months seven to twelve of the budget billing service year. In the twelfth month of the budget billing service year, the customer will be billed the difference between their actual costs during the budget billing service year and their budget billing installments. The customer has the option of paying a debit balance in full or on a deferred basis, or of applying a credit balance against subsequent billings or requesting a refund of the credit balance. The budget amount for the new budget year will then be recalculated. The customer may request to pay their current budget amount and have the under billed or over billed balance rolled into the recalculation of the next budget billing period.
- (5) Under the continuous plan option, after the sixth month review, *the budget amount is adjusted accordingly (if warranted) for months seven to twelve of the budget billing service year.* In the twelfth or settlement month, the customer will be billed their current budget amount and the difference between their actual costs during the budget billing service year and their budget billing installments will be rolled into and made a part of the next budget billing service year's installment.
- (6) If the customer contacts the Company, they may request not to have the under billed or over billed balance rolled into the recalculation of the next budget billing period, but to pay the debit balance partially or in full, or applying a credit balance against subsequent billings, or requesting a refund of the credit balance, and to subsequently have the next years budget amount recalculated with the inclusion of any outstanding debit or credit balance.
- (7) The monthly bill will show the amount of the current actual amount for service used, the debit or credit balance of the account for service used and payments made since the last bill, and the monthly budget payment due.
- (8) The monthly bill shall be payable in the net budget billing amount on or before the specified due date. A late payment charge will be applied to any monthly installment amount outstanding after the specified due date on the bill consistent with the Billing Practices Rules.
- (9) A customer may be removed from the budget billing plan upon request. In the next month, the under-billed or over-billed balance will be billed.

B. Payment of bills

The following supplements the provisions of R 460.120.

In the case of those residential customers voluntarily receiving summary billing service, the Company shall permit each customer 15 calendar days from the date of rendition of each bill for payment in full.

(Continued on Sheet No. C-29.00)

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-28.00)

C. Separate bills/Summary billing service

The following supplements the provisions of R 460.124.

Summary billing service is available to customers with more than one electric service account upon completion and acceptance of an application. Every month, a customer participating in this voluntary service will receive a single bill that summarizes data about each account on one statement. The separate accounts are listed individually on the statement and their sum total is placed on the summary bill. The customer pays the total amount owed on the summary bill account.

D. Guarantee instead of deposit

The following supplements the provisions of R 460.112.

Instead of a cash deposit required by these rules, the Company may accept the written guarantee of a customer in good standing of the Company or the guarantee of the Department of Human Services where payment to the Company is the responsibility of the Department of Human Services.

C6. SUPPLEMENTAL BILLING PRACTICES NON-RESIDENTIAL CUSTOMERS

A. Payment of bills

The following supplements the provisions of R 460.3906.

In the case of those commercial and industrial customers voluntarily receiving summary billing service, the Company shall permit each customer 15 calendar days from the date of rendition of each bill for payment in full.

B. Summary billing service

Summary billing service is available to customers with more than one electric service account upon completion and acceptance of an application. Every month, a customer participating in this voluntary service will receive a single bill that summarizes data about each account on one statement. The separate accounts are listed individually on the statement and their sum total is placed on the summary bill. The customer pays the total amount owed on the summary bill account.

C7. STANDARD NOMINAL SERVICE VOLTAGE , LIMITS AND EXCEPTIONS

C7.1 Secondary Service Voltages

The following supplements the provisions of R460.3702.

The standard nominal secondary service voltages adopted by the Company which are available on the distribution system are as specified in this Section C7.1. Not all service voltages may be available in all areas and there may be a charge to extend the necessary facilities to the customer, as provided elsewhere in these Rules and Regulations.

(Continued on Sheet No. C-30.00)

COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)

(Continued from Sheet No. C-29.00)

C7.1 Secondary Service Voltages (Contd)

A. 120 Volts, Single-phase, Two-wire Service

This service is available for loads not larger than 3,000 watts, and is limited to installations with not more than two branch circuits.

B. 120/240 Volts, Single-phase, Three-wire Service

This service is generally available for a maximum demand not greater than 100 kilowatts. A customer with a demand greater than 100 kilowatts may be served at this voltage at the option of the Company.

C. 208Y/120 Volts, Single-phase, Three-wire Service

This service is available for small loads where three-phase, four-wire 208Y/120 volt distribution facilities exist. The service capacity is generally limited to 100 amperes without specific approval.

D. 208Y/120 Volts, Three-phase, Four-wire, Grounded-wye, Combination Single-phase and Three-phase Service

- (1) This service is generally available *in all territories* where *the* three-phase, primary *system presently* exists, and where a duplication of facilities would not result.
- (2) This service is generally available *to a Customer having a demand of at least 100 kilowatts or to a group of customers located on adjacent premises under common ownership if the aggregate demand served from any one point of service is at least 100 kilowatts. Point of service is defined as the point of attachment of the customer-owned service to the Company-owned conductors.*
- (3) *This service is generally available to a Customer having a demand less than 100 kilowatts, provided that the Customer's connected load includes motors of more than five horsepower per motor or the total connected load of all three-phase equipment is 25 kilowatts or more.*
- (4) This service is the only three-phase service available in areas where the system is a 208Y/120 volt, three-phase, four-wire, secondary system.
- (5) The Company may regard this service as special service *under Section C7.3* where it is not standard, or at any location where, in its opinion, such an extension would result in duplication of distribution facilities.
- (6) *At the option of the Company, a Customer that does not meet the requirements of (2) or (3) may be able to obtain 208Y/120 volt, three-phase, four-wire, secondary service as a special service under Section C7.3. Consult the Company.*

(Continued on Sheet No. C-31.00)

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-30.00)

- E. **480Y/277 Volts, Three-phase, Four-wire, Grounded-wye, Combination Single-phase and Three-phase Service**
- (1) *This service is generally available in all territories where the three-phase, primary system presently exists, and where a duplication of facilities would not result.*
 - (2) This service is **generally** available to a Customer having a demand of at least **100** kilowatts or to a group of customers located on adjacent premises under common ownership if the aggregate demand served from any one point of service is at least **100** kilowatts. Point of service is defined as the point of attachment of the customer-owned service to the Company-owned conductors.
 - (3) *At the option of the Company, a Customer having a demand less than 100 kilowatts, may be able to obtain 480Y/277 volt three-phase, four-wire service as a special service under Section C7.3.*
- NOTE: Service at 480Y/277 volts for demands less than 100 kilowatts may not be available in all areas. Consult the Company.*
- (4) *The Company may regard this service as special service under Section C7.3 where it is not standard, or at any location where, in its opinion, such an extension would result in duplication of distribution facilities.*
- F. **240 Volts, Three-phase, Power Service**
- (1) This service voltage is no longer available for new service except, at the option of the Company:
 - (a) In areas with existing 240 volt, three-phase, secondary distribution facilities which are adequate, and where a duplication of facilities would not result.
 - (b) For special circumstances where warranted by engineering or economic considerations, as special service as noted in Section C7.3 of this rule.
 - (2) Where 240 volt, three-phase service existed as of the date of issue of these rules, the Company, at its option, may allow service upgrades at the same location. Such upgrades may be regarded as special service as noted in Section C7.3 of this rule.
- G. **480 Volts, Three-phase, Three-wire, Ungrounded Power Service**
- (1) This service voltage is no longer available for new service except, at the option of the Company, for special circumstances where warranted by engineering or economic considerations, as special service as noted in Section C7.3 of this rule.
 - (2) Where 480 volt, three-phase, three-wire service existed as of the date of issue of these rules, the Company, at its option, may allow service upgrades at the same location. Such upgrades may be regarded as special service as noted in Section C7.3 of this rule.

(Continued on Sheet No. C-32.00)

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COMPANY RULES AND REGULATIONS (FOR ALL CUSTOMERS)
(Continued from Sheet No. C-31.00)

C7.2 Primary Voltage Service

- A. When entering into a contract to supply primary voltage service, the Company will specify the nominal voltage and its character at which it will serve the customer's load. The customer shall provide a substation of an appropriate size and design. Should the customer later desire to increase the size of his load above that specified in his contract, or change its character, a new contract for primary service will be entered into between the Company and the customer.
- B. Rule 460.3702 defines the situations in which voltages outside the limits specified in the rule are not considered a violation. Additionally, the following situations are also not considered a violation of rule R460.3702:
 - (1) If they arise from normal system operations or conditions necessary to safeguard employees or the general public.
 - (2) If they arise from equipment failure or temporary separation of parts of the system from the main system.

C7.3 Special Service

- A. The Company shall not be required to furnish service voltages or combinations of service voltages other than those available under these rules.
- B. Where special service, power service, a combination of service voltages, or separate lighting and/or power service is requested due to the nature of the customer's loads or operations, the Company may, at its option, supply such special service where:
 - (1) such service can be reasonably provided by the Company and
 - (2) the customer pays, in advance of construction and in addition to any line extension costs, the total amount by which the extension of special service(s) exceed the cost of extending the service(s) to which the customer is entitled.
- C. Customers having equipment or operations that are sensitive to voltage fluctuations, transients, sags or swells that may affect the performance of certain types of equipment or operations, or that require service conditions that exceed those required for standard retail service, may find it necessary to install, at their own expense, power conditioning equipment or other modifications to protect, mitigate or otherwise provide the type of service needed.

**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.

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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

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 Milwaukee, Wisconsin

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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 42.25 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 and Cg 5
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>2012 Plan Year PSCR Factor (\$ per kWh)</u>	<u>Prior Year's Factor (\$ per kWh)</u>	<u>Maximum Authorized 2012 PSCR Factor (\$ per kWh)</u>	<u>Actual Factor Billed (\$ per kWh)</u>
Jan 2012	0.00529	0.00004	0.00533	0.00533
Feb 2012	0.00529	0.00004	0.00533	0.00533
Mar 2012	0.00529	0.00004	0.00533	0.00533
Apr 2012	0.00529	0.00004	0.00533	0.00533
May 2012	0.00443	0.00004	0.00447	0.00129
Jun 2012	0.00443	0.00004	0.00447	
Jul 2012	0.00443	0.00004	0.00447	
Aug 2012	0.00443	0.00004	0.00447	
Sep 2012	0.00443	0.00004	0.00447	
Oct 2012	0.00443	0.00004	0.00447	
Nov 2012	0.00443	0.00004	0.00447	
Dec 2012	0.00443	0.00004	0.00447	

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.

(Continued on Sheet No. D-4.00)

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

Effective for bills rendered for
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 in Case No. U-16884

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

PSCR Factors (Contd):

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 (2011) PSCR Factors:

<u>Month</u>	<u>2011 Plan Year PSCR Factor (\$ per kWh)</u>	<u>Authorized PSCR Reconciliation Factor (\$ per kWh)</u>	<u>Maximum Authorized 2011 PSCR Factor (\$ per kWh)</u>	<u>Actual Factor Billed (\$ per kWh)</u>
Jan 2011	0.00296	0.00233	0.00529	0.00529
Feb 2011	0.00296	0.00233	0.00529	0.00529
Mar 2011	0.00296	0.00233	0.00529	0.00529
Apr 2011	0.00296	0.00233	0.00529	0.00529
May 2011	0.00296	0.00233	0.00529	0.00465
Jun 2011	0.00296	0.00233	0.00529	0.00465
Jul 2011	0.00296	0.00233	0.00529	0.00465
Aug 2011	0.00296	0.00233	0.00529	0.00465
Sep 2011	0.00296	0.00233	0.00529	0.00465
Oct 2011	0.00296	0.00233	0.00529	0.00529
Nov 2011	0.00296	0.00233	0.00529	0.00529
Dec 2011	0.00296	0.00233	0.00529	0.00529

Issued *December 15, 2011*
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Vice-President,
Milwaukee, Wisconsin

Effective for bills rendered for
the 2011 Plan year

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Section 6j(9) of 1982 PA304
For implementing
in Case No. *U-16424*

Edgewater Sale Credit

The rate schedules indicated below shall receive an Edgewater sale credit of \$.00016 per kWh.

RATE SCHEDULE

Rg 1
Rg 2
Cg 1
Cg 2
Cg 3
Cg3C
Cg 5
ERER1
ERER2
ERER3
Ms2
Ms3
GL1
LED1
Mg1
Ds1
Cp 1
Cp 2
Cp 3
Cp 4
A
Cp LC
CGS Category 1
CGS Category 2
CGS Biogas

Issued ***March 1, 2011***
R.A. Draba
Vice-President,
Milwaukee, Wisconsin

Effective ***beginning with the billing month of April, 2011***

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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.

<u>RATE SCHEDULE</u>	Customers without a Self-Directed Plan	Customers with a Self-Directed Plan
	<u>RATE</u>	<u>RATE</u>
Cg 1	\$0.17989	\$0.00497
Cg 2	\$0.32082	\$0.00887
Cg 3	\$5.18043	\$0.14322
Cg3C	\$5.18043	\$0.14322
Cg 5	\$0.64283	\$0.01777
Cp 1	\$19.02247	\$0.52590
Cp 2	\$133.25134	\$3.68389
Cp 3	\$133.25134	\$3.68389
Cp 4	\$133.25134	\$3.68389
A	\$980.20487	\$27.09895
Cp LC	\$2,850.22010	\$78.79777

* Company assumes one meter per service point.

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

<u>Lamp Size (Watts)</u>	Customers without a Self-Directed Plan			Customers with a Self-Directed Plan		
	<u>RATE</u>			<u>RATE</u>		
	<u>GL1</u>	<u>Ms2</u>	<u>Ms3</u>	<u>GL1</u>	<u>Ms2</u>	<u>Ms3</u>
50	*	\$0.09	\$0.09	*	\$0.01	\$0.01
70	\$0.13	\$0.13	\$0.13	\$0.01	\$0.01	\$0.01
100	\$0.18	\$0.18	\$0.18	\$0.01	\$0.01	\$0.01
150	\$0.27	\$0.27	\$0.27	\$0.01	\$0.01	\$0.01
175	\$0.32	\$0.32	\$0.32	\$0.01	\$0.01	\$0.01
200	\$0.36	\$0.36	\$0.36	\$0.01	\$0.01	\$0.01
250	\$0.45	\$0.45	\$0.45	\$0.01	\$0.01	\$0.01
400	\$0.72	\$0.72	\$0.72	\$0.02	\$0.02	\$0.02
1000	*	*	\$1.80	*	*	\$0.05

* Not available for this rate.

(Continued on Sheet No. D-5.02)

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ENERGY OPTIMIZATION SURCHARGE
(Continued From Sheet No. D-5.01)

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	<i>\$0.00514</i>
Customers with a self-directed plan	<i>\$0.00014</i>

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	<i>\$0.08</i>
Customers with a self-directed plan	<i>\$0.01</i>

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

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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	\$0.09863
Rg 2	\$0.09863
Cg 1	\$0.54509
Cg 2	\$0.54509
Cg 3	\$0.54509
Cg3C	\$0.54509
Cg 5	\$0.54509
Cp 1	\$6.16438
Cp 2	\$6.16438
Cp 3	\$6.16438
Cp 4	\$6.16438
A	\$6.16438
Cp LC	\$6.16438

* 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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RATE REALIGNMENT ADJUSTMENT

The following rate schedules shall receive a Power Supply Rate Realignment Adjustment per kWh

<u>RATE SCHEDULE</u>	<u>07-1-2011 to 06-30-2012 (\$ per kWh)</u>	<u>07-1-2012 to 06-30-2013 (\$ per kWh)</u>	<u>07-1-2013 to 06-30-2014 (\$ per kWh)</u>	<u>07-1-2014 to 06-30-2015 (\$ per kWh)</u>
Rg 1	\$0.00361	\$0.00437	\$0.00437	\$0.00437
Rg 2	\$0.00361	\$0.00437	\$0.00437	\$0.00437
Cg 1	\$0.00348	\$0.00582	\$0.00582	\$0.00582
Cg 2	\$0.00348	\$0.00582	\$0.00582	\$0.00582
Cg 3	\$0.00232	\$0.00470	\$0.00558	\$0.00558
Cg3C	\$0.00232	\$0.00470	\$0.00558	\$0.00558
Cg 5	\$0.00348	\$0.00582	\$0.00582	\$0.00582
Cp 1	\$0.00232	\$0.00470	\$0.00558	\$0.00558
Cp 2	\$0.00232	\$0.00470	\$0.00558	\$0.00558
Cp 3	\$0.00232	\$0.00470	\$0.00558	\$0.00558
Cp 4	\$0.00232	\$0.00470	\$0.00558	\$0.00558
A	(\$0.00224)	(\$0.00337)	(\$0.00337)	(\$0.00337)
Cp LC	(\$0.00029)	(\$0.00045)	(\$0.00052)	(\$0.00053)
Ms 2	\$0.00511	\$0.01035	\$0.01572	\$0.02112
Ms 3	\$0.00511	\$0.01035	\$0.01572	\$0.02112
Gl 1	\$0.00511	\$0.01035	\$0.01572	\$0.02112
LED1	\$0.00511	\$0.01035	\$0.01572	\$0.02112
Mg1	\$0.00511	\$0.01035	\$0.01572	\$0.02112

The following rate schedules shall receive a Rate Realignment Adjustment as indicated above consistent with the rate schedule under which the customer is served. The Rate Realignment Adjustment 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, CGS Category 2, CGS Biogas

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Nuclear Fuel Settlement Credit

The rate schedules indicated below shall receive a Power Supply Nuclear Fuel Settlement credit of \$0.00106 per kWh. This rate schedule will expire on December 31, 2012.

RATE SCHEDULE

Rg 1
Rg 2
Cg 1
Cg 2
Cg 3
Cg3C
Cg 5
ERER1
ERER2
ERER3
Ms2
Ms3
GL1
LED1
Mg1
Ds1
Cp 1
Cp 2
Cp 3
Cp 4
A
Cp LC
CGS Category 1
CGS Category 2
CGS Biogas

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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: \$0.08001 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: \$0.08001 per kWh first 500 kWh per month
\$0.07751 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: \$0.05144 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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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:		\$0.26836	per kWh On-peak (a)
		\$0.05634	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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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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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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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.
\$0.07919 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:	\$0.05740 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: \$0.07069 per kWh

Delivery Charges:

Facilities Charge:	per day per standard meter or service connection
	\$0.49315 single-phase
	\$0.96986 three-phase
Distribution Charge:	\$0.05740 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:	\$11.955	per kW Measured On-peak Demand
Energy Charge:	\$0.05354	per kWh On-Peak (a)
	\$0.03921	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:	\$6.572	per kW of Customer Maximum Demand
Distribution Charge:	\$0.01544	per kWh On-peak (a)
	\$0.01544	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:	\$11.955	per kW Measured On-peak Demand
Curtailable Demand Credit	\$0.02020	per kW per on-peak hour of use
Energy Charge:	\$0.05354	per kWh On-Peak (a)
	\$0.03921	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:	\$6.572	per kW of customer maximum demand
Distribution Charge:	\$0.01544	per kWh On-peak (a)
	\$0.01544	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. *Curtailable Demand. If the measured on-peak demand is greater than the contract firm demand, then the curtailable demand is equal to the difference between the measured on-peak demand and the contract firm demand. If the measured on-peak demand is less than or equal to the contract firm demand, then the curtailable demand is zero.*

Conditions of Delivery

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

(Continued on Sheet No. D-12.04)

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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.

(Continued on Sheet No. D-12.05)

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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:	
	\$0.24947 per kWh On-peak (a)
	\$0.06234 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	\$11.675	\$ 11.484	\$11.239
Energy Charge: per kWh			
On-peak (b)	\$0.05228	\$0.05143	\$0.05024
Off-peak (c)	\$0.03828	\$0.03766	\$0.03676

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	\$5.369	\$5.282 OR \$0.191(a)	\$0
Distribution Charge: per kWh			
On-peak (b)	\$0.01522	\$0.01498 OR \$0.00051 (a)	\$0
Off-peak (c)	\$0.01522	\$0.01498 OR \$0.00051 (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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**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].

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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	\$8.649	\$8.550	\$8.426
Energy Charge: per kWh			
On-peak (b)	\$0.05228	\$0.05143	\$0.05024
Off-peak (c)	\$0.03828	\$0.03766	\$0.03676
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	\$5.369	\$5.282 OR \$0.191(a)	\$0
Distribution Charge: per kWh			
On-peak (b)	\$0.01522	\$0.01498 OR \$0.00051 (a)	\$0
Off-peak (c)	\$0.01522	\$0.01498 OR \$0.00051 (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.

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.

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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			
	\$11.675	\$ 11.484	\$11.239
Curtailable Demand Credit: per kW per on-peak hr of use			
	\$0.0199	\$0.0195	\$0.0191
Energy Charge: per kWh			
On-peak (b)	\$0.05228	\$0.05143	\$0.05024
Off-peak (c)	\$0.03828	\$0.03766	\$0.03676

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			
	\$5.369	\$5.282 OR	\$0
		\$0.191(a)	
Distribution Charge: per kWh			
On-peak (b)	\$0.01522	\$0.01498 OR	\$0
		\$0.00051 (a)	
Off-peak (c)	\$0.01522	\$0.01498 OR	\$0
		\$0.00051 (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

\$11.675 \$ 11.484 \$11.239

Standby Demand Charge: per kW

\$0.759 \$0.747 \$0.731

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) \$0.05228 \$0.05143 \$0.05024

Off-peak (c) \$0.03828 \$0.03766 \$0.03676

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

\$5.369 \$5.282 OR \$0.191 (a) \$0

Distribution Charge: per kWh

On-peak (b) \$0.01522 \$0.01498 OR \$0.00051 (a) \$0

Off-peak (c) \$0.01522 \$0.01498 OR \$0.00051 (a) \$0

Power Factor Demand Charge: per kW of Peak 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 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: **\$11.500** per kW of billed demand

Subject to a minimum monthly kW that is the greater of 10,000 kW or 240,000 kW less the sum of the preceding 11 months billed Demands.

Standby Demand Charge: **\$0.731** per kW

Energy Charge: **\$0.05746** per kWh On-peak

\$0.04368 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: **\$0.500** per kW of Maximum Total demand

Subject to a minimum monthly kW that is the greater of 34,000 kW or 528,000 kW less the sum of the preceding 11 months Maximum Total Demands.

Power Factor Demand Charge: **\$12.184** per kW of Peak Power Factor Demand

Distribution Charge: **\$0.00150** 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)

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	\$5.282 OR \$0.167(a)	\$0.00
Delivery Charge: Per On- and Off-Peak kWh	\$0.01498 OR \$0.00027(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	\$11.701	\$11.453
Curtailment Demand Credit: Per kW of Maximum Measured On-Peak Customer Curtailable Demand	\$5.635	\$5.560
Energy Charge: per kWh		
On-Peak (b)	\$0.05067	\$0.04959
Off-Peak (c)	\$0.04381	\$0.04288

- (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 kilowatt-hours "A", as obtained from the watt-hour meter, and the kilovolt-ampere reactive hours "B", as obtained from a leading/ lagging reactive component meter, which are used during the same 60 minute period in which the maximum measured on-peak demand occurs by the following formula:

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

- (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.

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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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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	\$ 8.72 Sodium
	70 watt	\$10.27 Sodium
	100 watt	\$12.50 Sodium
	150 watt	\$14.93 Sodium
	175 watt	\$19.10 Metal Halide
	200 watt	\$18.19 Sodium
	250 watt	\$21.08 Sodium
	250 watt	\$22.91 Metal Halide
	400 watt	\$29.04 Sodium
	400 watt	\$29.84 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>
\$3.69	75 watts or less
\$5.68	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	\$2.76
	70 watt	\$3.73
	100 watt	\$5.35
	150 watt	\$7.26
	175 watt	\$8.12
	200 watt	\$9.37
	250 watt	\$11.47
	400 watt	\$17.30
	1000 watt	\$39.30

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.

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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	\$10.27	*	*	*
100 watt	\$12.48	\$13.74	*	*
150 watt	\$15.06	*	*	*
175 watt	*	*	*	\$19.10
200 watt	\$18.19	\$19.15	*	*
250 watt	\$21.08	*	\$23.69	\$22.91
400 watt	\$29.04	\$29.84	\$30.74	\$29.84

*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 **\$2.77** for each pole and **\$2.69** 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 as a two-year pilot.

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: \$0.08381 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:

\$2.83 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 I**

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)

***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)	\$0.05238	\$0.05457	\$0.05369
During off-peak period (b)	\$0.03641	\$0.03793	\$0.03732

- (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)

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:

<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 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%	\$.00347 per kWh
Energy for Tomorrow™ - 50%	\$.00694 per kWh
Energy for Tomorrow™ - 100%	\$.01388 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, Cp, 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 **\$.01388** 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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EXPERIMENTAL RENEWABLE ENERGY RIDER ERER 3

Availability:

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

Rate:

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

Energy for Tomorrow™ - 25%	\$.00347 per kWh
Energy for Tomorrow™ - 50%	\$.00694 per kWh
Energy for Tomorrow™ - 100%	\$.01388 per kWh

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. 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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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.

**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.*

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

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

Conditions of Delivery:

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

(Continued to Sheet No. D-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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SECTION E
RETAIL OPEN ACCESS SERVICE AND RATES

RETAIL ACCESS SERVICE RAS-1

1.0 INTRODUCTION

This tariff is intended to provide the terms and conditions associated with Retail Access Service as well as provide information regarding the roles of the various market participants.

In cases where a Customer chooses to participate in Retail Access Service and obtain Generation Service from an Alternative Electric Supplier (AES), the Company will maintain a relationship and interact with two separate participants -- the Customer and the AES.

1.1 Customer Role

The Customer is the end-user of Power at one or more locations in the State of Michigan who has facilities connected to the Company's Distribution System. Under Retail Access Service, the Customer will conduct transactions with at least two participants - the Company and an AES. The decision to choose an AES or to remain on Company service will be made by the Customer.

The Customer must already be connected to the Company's Distribution System as a Full Requirements Service Customer or meet the requirements for new Customers connecting to the Company's Distribution System as defined in the Company's applicable tariffs and service rules.

1.2 Supplier Role

An Alternative Electric Supplier (AES) is a Person that has been licensed to sell retail electricity in Michigan. AESs take title to Power and sell Power in Michigan's retail electric market.

An AES makes necessary arrangements to provide Power to Customers, assembles products and/or services, and sells the products and/or services to Customers. AESs must meet all applicable statutory and regulatory requirements of Michigan and federal law.

Market participation responsibilities of the AES include: scheduling energy, obtaining and paying for transmission and ancillary services (including energy imbalance charges), and payment or provision of energy for losses incurred on the Transmission System and the Distribution System to deliver Power. The AES is responsible for assuring power supply, arranging deliveries to the Company's Distribution System and managing its own retail sales.

1.3 Definitions

Alternative Electric Supplier (AES): a Person properly licensed by the Commission to sell electric Generation Service to retail Customers in the state of Michigan. AES does not include the Person who physically delivers electricity from the AES directly to retail Customers in Michigan.

Commission: the Michigan Public Service Commission.

Company: Wisconsin Electric Power Company or its agent.

Customer: (for purposes of Retail Access Service) a Person with electrical load facilities connected to the Company's Distribution System and to whom Power is delivered to its Location(s) pursuant to this tariff. All Customers, regardless of the voltage level of the service, are considered to be connected to the Company's Distribution System.

Default Service: Generation Service provided by the Company to Customers who are no longer being served by an AES for any number of reasons, in situations where the Customer is not eligible for Full Requirements Service.

(Continued on Sheet No. E-2.00)

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)

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.

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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)

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)

RETAIL ACCESS SERVICE RAS-1
(Continued from Sheet No. E-7.00)

3.3 Billing

- 3.3.1 Unless otherwise agreed, the Company and the AES will separately bill the Customer for the respective services provided by each. The Customer will receive two separate bills and is responsible for making payments to the Company for service provided in accordance with requirements of the Company as set forth in the applicable billing rules and Commission approved tariffs.
- 3.3.2 The Company may elect to offer a service where it bills the Customer for services that the Company provides as well as the services provided by an AES. When the Company bills for charges on behalf of an AES, the following conditions will apply:
- A. The Company and the AES must have entered into a billing agreement, which specifies the terms, conditions and charges under which such billing will occur.
 - B. Discrepancies in charges collected and remitted will be corrected and reflected in the subsequent billing cycles.
 - C. Payments received from or on behalf of a Customer shall be applied in the following order:
 - 1. To the Company's past due and current distribution and distribution related charges,
 - 2. To the AES's past due and current Generation Service and transmission supply charges,
 - 3. To the Company's other charges, and
 - 4. To the AES's other charges.
 - D. Optional Services (i.e., billing and remittance processing, credit and collections, meter read information, Customer information, etc.) may be provided by the Company pursuant to terms negotiated with the AES, and shall be offered on a non-discriminatory basis.
 - E. Amounts owed to the Company by an AES may be deducted from the AES's Customer payments received by the Company prior to remittance to the AES.
 - F. The Company will not pursue collections action for any AES.
- 3.3.3 Unless otherwise specified by the Company, all payments made to the Company by the AES will be made by electronic funds transfer to the Company's account.

3.4 Terms and Conditions of Service

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

(Continued on Sheet No. E-9.00)

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>Voltage Level</u>	<u>Distribution Loss Factor</u>
Secondary (residential and general secondary)	9.47%
Primary (<69 kV)	6.27%
Transmission (>69 kV)	0.0%

(Continued on Sheet No. E-10.00)

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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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(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

http://www.we-energies.com/business_new/elec/miforms/

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