
**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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RATE CODES

Rg1	Residential Full Requirements	062
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
Cg2	General Secondary Full Requirements Total Electric	076
Cg3	General Secondary Full Requirements Time-Of-Use	074
Cg5	Small Secondary Full Requirements Time-Of-Use (Cg5 Street Lighting)	040 048
Cp1	General Primary Full Requirements	P51
Cp2	General Primary Full Requirements Interruptible	P52
Cp3	General Primary Full Requirements Curtailable	P53
Cp4	General Primary Full Requirements Mandatory Standby	N/A
Schedule A	General Primary Full Requirements	M26
CpLC	General Primary Retail Access – Large Curtailable Contract	M24
Ms1	Incandescent Street Lighting Full Requirements	S52
Ms2	Street and Highway Lighting	S52
Ms3	Non-Standard Street & Area Lighting	S53
GL1	Standard Area Lighting	L51
Mg1	Municipal Defense Siren Service	N/A
Cgs1	Customer Generating Systems Over 20kW	
	Energy	G51
	Renewable Energy	G60
	Demand	G61
Cgs2	Customer Generating Systems 20kW or Less	G52
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
Ds1	Supply Default Service	N/A
RAS-1	Retail Access Service	N/A
Rg1-C	Residential Retail Access	M62
Cg1-C	General Secondary Retail Access	M72
Cg3-C	General Secondary Retail Access Time-Of-Use	M74
Cp1-C	General Primary Retail Access	P61
Cp4-C	General Primary Retail Access Mandatory Standby	N/A
Ms1-C	Incandescent Street Lighting Retail Access	S61
Schedule A-C	General Primary Retail Access	N/A

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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 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 and Cg 5
General Primary	Cp 1, Cp 2, Cp 3, Cp 4, Schedule A & Cp LC
Lighting	Ms 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	Cgs2

<u>Month</u>	<u>2008 Plan Year PSCR Factor (\$ per kWh)</u>	<u>Prior Year's Factor (\$ per kWh)</u>	<u>Maximum Authorized 2008 PSCR Factor (\$ per kWh)</u>	<u>Actual Factor Billed (\$ per kWh)</u>
Jan 2008	0.00321	(0.00108)	0.00213	0.00213
Feb 2008	0.00321	(0.00108)	0.00213	0.00213
Mar 2008	0.00321	(0.00108)	0.00213	0.00213
Apr 2008	0.00321	(0.00108)	0.00213	0.00213
May 2008	0.00321	(0.00108)	0.00213	0.00213
Jun 2008	0.00319	(0.00108)	0.00211	0.00211
Jul 2008	0.00319	(0.00108)	0.00211	0.00211
Aug 2008	0.00319	(0.00108)	0.00211	0.00211
Sep 2008	0.00319	(0.00108)	0.00211	---
Oct 2008	0.00319	(0.00108)	0.00211	---
Nov 2008	0.00319	(0.00108)	0.00211	---
Dec 2008	0.00319	(0.00108)	0.00211	---

Note: The Prior Year's Factor will only be applied to those rate schedules subject to the prior year's power supply cost recovery plan (i.e., Rg1, Rg2, Cg1, Cg2, Cg3, Cg5, Cp1, Cp2, Cp3, Cp4, Schedule A, Ms1, ERER1, ERER2 and ERER3).

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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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 3, as amended, including the provisions for refunds, additional charges, deferral and recovery, and shall include consideration by the commission of the reasonableness and prudence of expenditures charged pursuant to any 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 (2007) PSCR Factors:

<u>Month</u>	<u>2007 Plan Year PSCR Factor (\$ per kWh)</u>	<u>Authorized PSCR Reconciliation Factor (\$ per kWh)</u>	<u>Maximum Authorized 2007 PSCR Factor (\$ per kWh)</u>	<u>Actual Factor Billed (\$ per kWh)</u>
Jan 2007	0.01958	---	0.01958	0.01958
Feb 2007	0.01958	---	0.01958	0.01958
Mar 2007	0.01958	---	0.01958	0.01958
Apr 2007	0.01958	---	0.01958	0.01958
May 1-22	0.01958	---	0.01958	0.01958
May 23-31	0.00245	---	0.00245	0.00245
Jun 2007	0.00245	---	0.00245	0.00245
Jul 2007	0.00245	---	0.00245	0.00245
Aug 2007	0.00245	---	0.00245	0.00245
Sep 2007	0.00245	---	0.00245	0.00245
Oct 2007	0.00245	.00116	0.00245	0.00361
Nov 2007	0.00245	---	0.00245	0.00245
Dec 2007	0.00245	---	0.00245	0.00245

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POINT BEACH SALE CREDIT

The rate schedules indicated below shall receive a Point Beach sale credit of \$.01581 per kWh.

RATE SCHEDULE

Rg 1
Rg 2
Cg 1
Cg 2
Cg 3
Cg 5
Cp 1
Cp 2
Cp 3
Cp 4
A

ERER1
ERER2
ERER3

Ms 1
Ms 2
Ms 3

Gl 1
Mg 1

Rg1-C
Cg1-C
Cg3-C
Cp1-C
Cp4-C
Ms1-C
A-C
DS1
Cp LC

Cgs2(only when a net purchaser from Company)

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RESIDENTIAL FULL REQUIREMENTS SERVICE RATE Rg1

Availability:

To customers contracting for residential full requirements 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:

Distribution Charges:

Facilities Charge: \$9.60 per month per standard meter or service connection
Delivery Charge: \$.0389 per kWh
Excess Meter Charge: \$1.00 per month per standard meter in excess of one

Power Supply Charges:

Non-Space heating: \$.05642 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: \$.05642 per kWh first 500 kWh per month
\$.05392 per kWh excess of 500 kWh per month

Subject to power supply cost recovery factor. Applies to all Power Supply Charges. See Sheet No. D-3.00.

Minimum Charge: The monthly minimum charge shall be the Facilities Charge 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.

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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:

Distribution and Power Supply Charges:

Facilities Charge:	\$9.60	per month for each standard meter or service connection
Delivery and Power Supply Charges:	\$.19535	per kWh On-peak (a)
	\$.03727	per kWh Off-peak (b)
Excess Meter Charge:	\$1.00	per month per standard meter in excess of one

Subject to power supply cost recovery factor. Applies to all Delivery and Power Supply Charges. See Sheet No. D-3.00.

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

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

Minimum Charge: The monthly minimum charge shall be the Facilities Charge 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 & Rg1-C
(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 & Rg1-C
(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 and Cgs2.

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GENERAL SECONDARY FULL REQUIREMENTS SERVICE RATE Cg1

Availability:

To customers contracting for secondary full requirements 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:

Distribution Charges:

Facilities Charge: per month per standard meter or service connection
\$15.00 Single-phase
\$29.50 Three-phase

Delivery Charge: \$.0389 per kWh

Excess Meter Charge: \$1.00 per month per standard meter in excess of one

Power Supply Charges: \$.06223 per kWh

Subject to power supply cost recovery factor. Applies to all Power Supply Charges. See Sheet No. D-3.00

Minimum Charge:

For regular service the monthly minimum charge shall be the Facilities Charge, 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.

Conditions of Delivery: See Sheet No. D-14.0.

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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 not available to new installations. Premises being served on this schedule prior to February 5, 1985, may remain on this schedule.

Hours of Service: Twenty-four.

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

Rate:

Distribution Charges:

Facilities Charge: per month per standard meter or service connection
\$15.00 Single-phase
\$29.50 Three-phase

Delivery Charge: \$.0389 per kWh

Excess Meter Charge: \$1.00 per month per standard meter in excess of one

Power Supply Charges: \$.05373 per kWh

Subject to power supply cost recovery factor. Applies to all Power Supply Charges. See Sheet No. D-3.00

Minimum Charge: The monthly minimum charge shall be the Facilities Charge 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%.
5. Energy furnished under this rate shall not be resold except as provided in the Electric Service Rules and Regulations of the Company.
6. 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 and Cgs2.

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GENERAL SECONDARY FULL REQUIREMENTS SERVICE TIME-OF-USE RATE Cg3

Availability:

For customers contracting for secondary full requirements 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. Generally a successor customer will be billed on the same rate as the previous customer. 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:

Distribution Charge:

Facilities Charge: \$85.00 per month per standard meter or service connection
Demand Charge: per kW of measured on-peak demand
\$13.24 First 12.67 kW
\$3.73 Excess of 12.67 kW
Subject to monthly minimum demand charge of \$150.00

Delivery Charge: \$.0100 per kWh On-peak (a)
\$.0100 per kWh Off-peak (b)

Excess Meter Charge: \$4.00 per month per standard meter in excess of one

Power Supply Charges:

Demand Charge: \$9.513 per kW over 12.67 kW of Measured On-peak Demand
Energy Charge: \$.05060 per kWh On-Peak (a)
\$.03362 per kWh Off-peak (b)

Subject to power supply cost recovery factor. Applies to all Power Supply Charges. See Sheet No. D-3.00

- (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 Excess Meter Charge, and the Minimum Demand 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.

Determination of Demand: These Determinations are valid for Rates Cg3 and Cg3-C

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.

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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:

Distribution and Power Supply Charges:

Facilities Charge: per month per standard meter or service connection

\$15.00 Single-phase

\$29.50 Three-phase

Delivery and Power Supply Charges:

\$.19535 per kWh On-peak (a)

\$.03727 per kWh Off-peak (b)

Excess Meter Charge: \$1.00 per month per standard meter in excess of one

Subject to power supply cost recovery factor. Applies to all Delivery and Power Supply charges. See Sheet No. D-3.00.

- (a) Small secondary on-peak energy usage is the energy in kilowatthours delivered between 9:00 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 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 1-C, Cg 3, Cg 3-C 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 kilowatthours 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 Cgs1 & Cgs2.
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 Electric Service 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 SERVICE TIME-OF-USE RATE Cp1

Availability:

To customers contracting for full requirements 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. Customers receiving service for 50 megawatts or greater of non-firm load are restricted from taking service under this rate schedule. Instead, such service is to be provided under the Cp LC rate schedule.

Rates: (for service at primary voltages)	≤4,160	>4,160 to	≥69,000
Distribution Charges:	volts	≤69,000 volts	volts
Facilities Charge: per month	\$615.00	\$615.00	\$615.00
Demand Charge: per kW of Measured On-peak Demand			
First 300 kW	\$10.480	\$10.287	\$10.069
Excess of 300 kW	\$1.100	\$1.060	\$1.037
Subject to a monthly minimum charge for 300 kW of Measured Demand.			
Delivery Charge - per kWh			
On-peak (a)	\$.00760	\$.00700	\$.00640
Off-peak (b)	\$.00600	\$.00570	\$.00540
Power Factor Adjustment:	See Sheet No.D-16.00		
Power Supply Charges:			
Demand Charge: per kW of Measured On-peak Demand			
First 300 kW	\$0.00	\$0.00	\$0.00
Excess of 300 kW	\$9.380	\$9.227	\$9.031
Energy Charge: per kWh			
On-peak (a)	\$.05150	\$.05098	\$.04990
Off-peak (b)	\$.03323	\$.03271	\$.03202

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

Subject to power supply cost recovery factor. Applies to all Power Supply Energy Charges. See Sheet No. D-3.00.

- (a) 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.
- (b) 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 Facilities Charge plus either the charge for 300 kW of measured demand or the Minimum Demand Charge as stated in the contract, whichever is greater. New customers shall contract for not less than 300 kW of measured demand. Auxiliary service shall be furnished as provided in paragraph 5, 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-17.00.

(Continued on Sheet No. D-16.00)

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

Power Factor Adjustment:

The distribution demand charges are based on a standard power factor of 85 percent. A Power Factor Adjustment applies to the customer's monthly Power Factor Demand determined below. The Power Factor Adjustment is equal to the customer's Power Factor Demand times the distribution demand charge for the first 300 kW.

- (a) For Power Factors at 85 %:
Power Factor Demand = 0
Power Factor Adjustment = 0
- (b) For Power Factors below 85%:
Power Factor Demand = [(Measured On-peak Demand) (.65) (0.85 - Peak Power Factor)]
Power Factor Adjustment = Power Factor Demand times the distribution demand charge for the first 300 kW
- (c) For Power Factors above 85%:
Power Factor Demand = [(Measured On-peak Demand) (.50) (0.85 - Peak Power Factor)]
Power Factor Adjustment = Power Factor Demand times the distribution demand charge for the first 300 kW

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:

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

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.

New Equipment Testing Demand for Rate Cp 1 Only:

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

(Continued on Sheet No. D-17.00)

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GENERAL PRIMARY SERVICE TIME-OF-USE RATE Cp1 & Cp1-C
(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 and Cgs2.
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
Distribution Charges:	<u>volts</u>	<u><69,000 volts</u>	<u>volts</u>
Facilities Charge - per month	\$615.00	\$615.00	\$615.00

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 Measured On-peak Demand

First 700 kW	\$7.500	\$7.397	\$7.299
Excess of 700 kW	\$1.100	\$1.060	\$1.037

Subject to a monthly minimum charge for 700 kW of Measured Demand.

Delivery Charge - per kWh

On-peak (a)	\$.00760	\$.00700	\$.00640
Off-peak (b)	\$.00600	\$.00570	\$.00540

Power Factor Adjustment: See Sheet No. D-16.00.

Power Supply Charges:

Demand Charge: per kW of Measured On-peak Demand

First 700 kW	\$0.00	\$0.00	\$0.00
Excess of 700 kW	\$6.400	\$6.337	\$6.262

Energy Charge: per kWh

On-peak (a)	\$.05150	\$.05098	\$.04990
Off-peak (b)	\$.03323	\$.03271	\$.03202

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

Subject to power supply cost recovery factor. Applies to all Power Supply Energy Charges. See Sheet No. D-3.00.

(a) 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.

(b) 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, plus either the charge for 700 kilowatts of measured demand, or the Minimum Demand Charge as stated in the contract, whichever is greater. Customers shall contract for not less than 700 kilowatts of measured 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 No. D-19.00.

(Continued on Sheet No. D-19.00)

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

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
Distribution Charges:	volts	≤69,000 volts	volts
Facilities Charge: per month	\$615.00	\$615.00	\$615.00
Demand Charge: per kW of Measured On-peak Demand			
First 300 kW	\$10.480	\$10.287	\$10.069
Excess of 300 kW	\$1.100	\$1.060	\$1.037
Subject to a monthly minimum charge for 300 kW of Measured Demand.			
Delivery Charge - per kWh			
On-peak (a)	\$.00760	\$.00700	\$.00640
Off-peak (b)	\$.00600	\$.00570	\$.00540
Power Factor Adjustment:	See Sheet No.D-21.00		
Power Supply Charges:			
Demand Charge: per kW of Measured On-peak Demand			
First 300 kW	\$0.00	\$0.00	\$0.00
Excess of 300 kW	\$9.380	\$9.227	\$9.031
Curtailable Demand Credit: per kW per on-peak hr of use	\$0.0199	\$0.0195	\$0.0191
Energy Charge: per kWh			
On-peak (a)	\$.05150	\$.05098	\$.04990
Off-peak (b)	\$.03323	\$.03271	\$.03202

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 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

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

Subject to power supply cost recovery factor. Applies to all Power Supply Energy Charges. See Sheet No. D-3.00.

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

(Continued on Sheet No. D-21.00)

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

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus either the charge for 300 kilowatts of measured demand, or the Minimum Demand Charge as stated in the contract, whichever is greater. Customers shall contract for not less than 300 kilowatts of measured 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.

Power Factor Adjustment:

The distribution demand charges are based on a standard power factor of 85 percent. A Power Factor Adjustment applies to the customer's monthly Power Factor Demand determined below. The Power Factor Adjustment is equal to the customer's Power Factor Demand times the distribution demand charge for the first 300 kW.

- (a) For Power Factors at 85 %:
Power Factor Demand = 0
Power Factor Adjustment = 0
- (b) For Power Factors below 85%:
Power Factor Demand = [(Measured On-peak Demand) (.65) (0.85 - Peak Power Factor)]
Power Factor Adjustment = Power Factor Demand times the distribution demand charge for the first 300 kW
- (c) For Power Factors above 85%:
Power Factor Demand = [(Measured On-peak Demand) (.50) (0.85 - Peak Power Factor)]
Power Factor Adjustment = Power Factor Demand times the distribution demand charge for the first 300 kW

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:

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

Determinations of Demand:

Measured Demands

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

(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 plus power factor demand is greater than the contract firm demand, then:

$$\text{Curtailable Demand} = (\text{Measured On-peak Demand} + \text{Power Factor Demand}) - (\text{Contract Firm Demand})$$

If measured on-peak demand plus power factor demand is less than the contract firm demand, then:

$$\text{Curtailable Demand} = 0$$

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 SERVICE MANDATORY STANDBY RATE Cp4

Availability:

To customers contracting for three-phase 60 hertz full requirements 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	>4,160 to	≥69,000
Distribution Charges:	<u>volts</u>	<u><69,000 volts</u>	<u>volts</u>
Facilities Charge: per month			
First metering point	\$615.00	\$615.00	\$615.00
Per additional metering point	\$200.00	\$200.00	\$200.00
Demand Charge: per kW of Billed Demand			
First 300 kW	\$10.480	\$10.287	\$10.069
Excess of 300 kW	\$1.100	\$1.060	\$1.037
Subject to a monthly minimum charge for 300 kW of Billed Demand.			
Reserved Demand Charge: per kW	\$0.92	\$0.77	\$0.72
Delivery Charge: per kWh			
On-peak (a)	\$.00760	\$.00700	\$.00640
Off-peak (b)	\$.00600	\$.00570	\$.00540
Power Factor Adjustment:	See Sheet No.D-26.00		
Power Supply Charges:			
Demand Charge: per kW of Billed Demand			
First 300 kW	\$0.00	\$0.00	\$0.00
Excess of 300 kW	\$9.380	\$9.227	\$9.031
Reserved Demand Charge: per kW	\$0.66	\$0.55	\$0.51
Standby Demand Charge: per kW per hour	\$0.07	\$0.07	\$0.07
Standby demand is discounted by 50% during an initial period not to exceed three months for startup and testing of new parallel generation for which reserved demand is contracted.			
Energy Charge: per kWh			
On-peak (a)	\$.05150	\$.05098	\$.04990
Off-peak (b)	\$.03323	\$.03271	\$.03202

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

Subject to power supply cost recovery factor. Applies to all Power Supply Energy Charges. See Sheet No. D-3.00.

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

Subject to contracted minimum demand levels. The sum of the demand levels under contract for billed and reserved demand shall not be less than 300 kW.

- (a) 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.
- (b) The off-peak period shall be those hours not designated as on-peak.

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

(Continued on Sheet No. D-26.00)

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

Minimum Charge:

The monthly minimum charge shall be the applicable Facilities Charge plus the charges for measured demand and reserved 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.

Conditions of Delivery: See Sheet No. D-27.00.

Power Factor Adjustment:

The distribution demand charges are based on a standard power factor of 85 percent. A Power Factor Adjustment applies to the customer's monthly Power Factor Demand determined below. The Power Factor Adjustment is equal to the customer's Power Factor Demand times the distribution demand charge for the first 300 kW.

- (a) For Power Factors at 85 %:
Power Factor Demand = 0
Power Factor Adjustment = 0
- (b) For Power Factors below 85%:
Power Factor Demand = [(Maximum Company Supplied On-peak Demand) (.65) (0.85 - Peak Power Factor)]
Power Factor Adjustment = Power Factor Demand times the distribution demand charge for the first 300 kW
- (c) For Power Factors above 85%:
Power Factor Demand = [(Maximum Company Supplied On-peak Demand) (.50) (0.85 - Peak Power Factor)]
Power Factor Adjustment = Power Factor Demand times the distribution demand charge for the first 300 kW

The power factor shall be calculated from the kilowatthours "A", as obtained from the watt-hour meter, and the use of 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:

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

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 Demands are the Measured Demands from the metering on the generating equipment for which the customer has contracted for standby service.

Company Supplied Demands are the sum of the Measured Demands of all the customer's interconnections with the Company at one site compensated for service voltage differences.

Total Demand is the maximum coincident sum of on peak Generator Supplied Demand plus the on-peak Company Supplied Demand.

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.

(Continued on Sheet No. D-27.00)

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

Definitions for Determining Billed Quantities (Contd):

Standby Demand is the Company Supplied Demand in excess of Billed Demand that does not occur during a prescheduled maintenance period (see Conditions of Delivery).

Billed demand is the Total Demand less the Reserved Demand within the billing period.

Conditions of Delivery: These Conditions are valid for Rates Cp4 and Cp4-C

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 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:

Distribution Charges:

Firm Demand Charge: \$.50 per kW of firm demand
Subject to a minimum monthly kW that is the greater of 10,000 kW or 240,000 kW less the preceding 11 billed Firm Demands.

Curtable Demand Charge: \$.50 per kW of Curtable Demand

Standby Demand Charge: \$.50 per kW On-peak
\$.50 per kW Off-peak

Off-Peak Standby Demand Charge is only applicable to Standby Demand occurring during the off-peak period in excess of the Standby Demand occurring during the on-peak period. Subject to 24,000 kW minimum per month.

Delivery Charge: \$.00150 per kWh On-peak
\$.00150 per kWh Off-peak

Power Supply Charges:

Firm Demand Charge: \$9.031 per kW of firm demand
Subject to a minimum monthly kW that is the greater of 10,000 kW or 240,000 kW less the preceding 11 billed Firm Demands.

Curtable Demand Charge: \$5.25 per kW of Curtable Demand

Standby Demand Charge: \$.70 per kW On-Peak
\$.00 per kW Off-peak

Standby Energy Charge: \$.02300 per kWh

Energy Charge: \$.04990 per kWh On-peak
\$.03202 per kWh Off-peak

Subject to power supply cost recovery factor. See Sheet No. D-3.00.
For determination of demand, see Sheet No. D-28.00 – D-30.00

Minimum Charge:

The monthly minimum bill shall be the sum of the Standby Demand Charge, monthly Firm Demand Charge, Curtable Demand Charge, and energy charges.

Delayed Payment Charge:

This rate is net. An additional 1.5% of the billed amount including applicable credits and adjustments shall be collectible if paid after the due date shown on the bill.

Definitions:

On-peak Energy

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

Off-peak Energy

Off-peak energy is the energy in kilowatthours as ascertained by metering installed by the Company (and as adjusted for transformer losses) delivered during all hours other than on-peak hours.

(Continued on Sheet No. D-29.00)

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

Definitions (Contd):

Measured Demand

Shall be the average rate at which energy is supplied by the Company for a period of 15 consecutive minutes as ascertained by metering installed by the Company (and as adjusted for transformer losses).

Adjusted Demands

The demand charges herein are based on a power factor of 95 percent. Adjusted Demand shall be determined by one of the following formulas:

- (a) For lagging power factors greater than or equal to 90% and less than or equal to 100%.
Adjusted demand = measured on-peak demand
- (b) For lagging power factors below 90%.
Adjusted demand = measured on-peak demand (1 + (0.65) (0.95 – peak power factor))
- (c) The customer may not operate with a leading power factor without permission from the Company.

The peak power factor shall be calculated from the kilowatthours “A” as obtained from the wathour meter and lagging/leading kilovolt-ampere 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:

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

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.

Generator Supplied Demand

Generator supplied demand is the metered average rate at which energy is generated by the customer for a period of 15 consecutive minutes.

Curtailment Period

A Curtailment Period may occur at any time with one hour notice but for not more than a cumulative total of 300 hours per calendar year. A curtailment period is a maximum of 14 hours per day with a minimum duration credit of four hours.

Curtable Portion of the Customer’s Demand

The Curtable Portion of the Customer’s Demand is the customer’s average demand for a period of 15 consecutive minutes used for isolated and separately submetered curtable load that the customer will reduce to zero during a curtailment period. The customer shall not be required to reduce its isolated and separately sub metered curtable load to zero during curtailment periods for system energy economy reasons provided the customer has executed a curtable buyout agreement with the Company for twelve (12) consecutive months whereby the customer agrees to pay the projected system avoided cost of power plus 10% for all energy usage associated with its curtable load for the curtailment period. An example of the determination of the additional charge is shown below:

\$.1200	System Avoided Cost of Power Plus 10% per kWh
<u>\$.0800</u>	On-peak Energy per kWh at Existing Rate (Sum of On-Peak Delivery and Energy Charges)
\$.0400	Additional Charge per kWh

(Continued on Sheet No. D-30.00)

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

Definitions (Contd):

Curtailable Portion of the Customer's Demand (Contd)

The customer must notify the Company at least 30 days before the twelve month period ends 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.

There is no buyout option available to customers during curtailable periods which are due to system capacity limitations. Absent a fully executed curtailable buyout agreement between the customer and the Company pursuant to the above, and for all curtailment periods due to system capacity limitations, each failure to reduce curtailable load to zero during a curtailment period will result in a charge of \$35 per kilowatt times the maximum demand of the curtailable load during each curtailment period.

Curtailable Demand

Curtailable Demand is the maximum measured demand of the Curtailable Portion of the Customer's Demand during the on-peak period.

Total Load

Adjusted Demand plus Generator Supplied Demand less the Curtailable Portion of the Customer's Demand. (The Curtailable Portion of the Customer's Demand is the average demand occurring during an interval of measurement of Adjusted Demand.)

Firm Portion of the Customer's Demand

The Firm Portion of the Customer's Demand is determined for each period of 15 consecutive minutes by subtracting the greater of Reserved Demand or Generator Supplied Demand from the customer's Total Load.

Firm Demand

Firm Demand is the maximum reading of the 15-minute Firm Portion of the Customer's Demand during the on-peak period.

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.

Standby Demand

Standby Demand is the maximum Total Load minus Firm Demand.

Standby Energy

Standby Energy is all energy supplied by the Company for each period of 15 consecutive minutes in excess of the sum of Firm Demand plus the Curtailable Portion of the Customers Demand. Standby Energy equals zero during maintenance periods. Carried over Reserved Energy as of the effective date of this tariff will reduce Standby Energy until Carried Over Reserve Energy equals zero.

(Continued on Sheet No. D-31.00)

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GENERAL PRIMARY FULL REQUIREMENTS 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. 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 and Cgs2.
3. 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.
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 use reasonable diligence in furnishing an uninterrupted and regular supply of power, but it shall not be liable for interruptions, deficiencies, or imperfections in service, except to the extent of a pro rata reduction of the demand charge provided for herein.
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 (Customer or 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	\$2.083 OR \$.365(a)	\$0.00
Delivery Charge: Per On- and Off-Peak kWh	\$.00717 OR \$.00110(a)	\$.00053
Power Factor Demand Charge: Per kW of Power Factor Demand	\$4.045	\$3.914
Power Supply Charges:		
Demand Charge: per kW of Measured On-peak Demand	\$9.680	\$9.474
Curtailement Demand Credit: Per kW of Measured On-Peak Customer Curtailable Demand	\$5.635	\$5.560
Energy Charge: per kWh		
On-Peak (b)	\$.04993	\$.04887
Off-Peak (c)	\$.02651	\$.02594

- (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. Applies to all Power Supply Energy Charges. See Sheet Nos. D-3.00 and D-4.00.

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus the Demand Charge for Contract Demand. Contract Demand shall be no less than 50 megawatts.

Late Payment Charge:

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

Power Factor Demand:

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

(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 (Contd):

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

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

Other Determinations of Demand:

1. Measured Demands

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

2. Contract Demands

A Customer served under this rate schedule must enter into a contract that specifies a Contract Firm Demand level, and Contract Curtailable Demand level, each specified in kW.

The Customer may re-nominate a Contract Firm Demand level once during a calendar year. 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.

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.

(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 (Contd):

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. 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. 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.
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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INCANDESCENT STREET LIGHTING FULL REQUIREMENTS RATE Ms1

Availability:

To governmental units contracting for incandescent street lighting full requirements service at primary voltage for the illumination of public thoroughfares, for park and playground purposes, and for pumping water and sewage. New installations of Company-owned street lighting facilities will not be furnished after December 22, 1969. Full requirements service means the provision of retail regulated electric service including generation, transmission, distribution and ancillary services all provided by the Company.

Rate:

Distribution Charges:

Facilities Charge:

\$9.50 per month for each Company-owned incandescent lighting unit installed. For depreciation, taxes, and return on Company's investment devoted to street lighting purposes and for lamp renewals, operation and maintenance.

Delivery Charge: \$.03890 per kWh

Power Supply Charges: \$.06223 per kWh

Subject to power supply cost recovery factor. Applies to all Power Supply charges. See Sheet No. D-3.00.

Minimum Charge: The annual minimum charge shall be \$150.00.

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

Conditions of Delivery: These Conditions are valid for Rates Ms1 and Ms1-C

1. General
 - a. This rate is available only in those communities where the Company has a general distribution system installed for light and power service.
 - b. Energy sold under this rate shall not be used for purposes other than those specified hereunder and shall not be resold except as provided in the Electric Service Rules and Regulations of the Company.
 - c. Electric service will not be furnished hereunder for breakdown or standby purposes where another source of power is available to the customer.
 - d. Line extensions shall be in accordance with the extension rules in the Electric Service Rules and Regulations of the Company.
2. Customer-owned Street Lighting Systems
 - a. The Company will deliver single-phase or three-phase, 60 hertz service to customer-owned street lighting systems at a primary voltage level as specified by the Company but in no case less than approximately 2400 volts.
 - b. The Company will furnish energy hereunder at primary voltage for the operation of a standard street lighting system owned, operated and adequately maintained by the customer. Customer to provide all facilities necessary for utilizing service at primary voltage except metering.
 - c. Customer-owned systems shall be designed and operated to provide an average power factor of not less than 85% at the point where energy is delivered.
 - d. This rate contemplates lamps being lighted from approximately 30 minutes after sunset to 30 minutes before sunrise providing dusk-to-dawn operation of approximately 4,200 hours per year. The control of customer-owned lamps shall be the responsibility of the customer.
 - e. The amount of energy furnished shall generally be determined by means of meters installed on the primary side of constant-current transformers serving series street lighting circuits or on the secondary side of constant-current transformers serving series multiple circuits. In the latter case, meter registration shall be increased by 3% to compensate for transformer losses. Where more than one meter is used to measure energy, the monthly readings of all meters serving lighting units located in the same or contiguous areas may be added for billing purposes.

(Continued on Sheet No. D-36.00)

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INCANDESCENT STREET LIGHTING RATE Ms1
(Continued from Sheet No. D-35.00)

Conditions of Delivery (Contd): **These Conditions are valid for Rates Ms1 and Ms1-C**

3. Public Park and Playground Purposes, Water and Sewage Pumping Systems
 - a. A customer using street lighting service hereunder may purchase energy at three-phase or single-phase primary voltage at the energy charge set forth for rate schedule Ms 1 for public park and playground purposes and for pumping water and sewage. This service for pumping water and sewage is not available to a successor customer or a new installation after June 29, 1983.
 - b. If changes in Company service facilities make it necessary to place Company facilities on private property, the customer shall furnish adequate written easements without expense to the Company.
 - c. Pumping service will be furnished at a primary voltage level as specified by the Company but in no case at a voltage lower than approximately 2,400 volts. The customer shall furnish the necessary substation, including all transformation, switching and protective equipment required to utilize this service. The construction of such substation shall be in accordance with the Electric Service Rules and Regulations of the Company.
 - d. Pumping operations are permitted because such pumping operations naturally fit into or may be made to coincide without inconvenience with the Company's off-peak hours. The Company may require the customer to install approved limiting devices to limit the use of service at any or all of its pumping stations to off-peak hours. These limiting devices shall be of a type which will permit the use of service during emergencies such as in the event of fire or broken mains.
 - e. Pumping service shall be available for periods of one year or longer, but only for periods during which the customer receives street lighting service.
 - f. The Company may provide for the measurement of energy on the secondary side of the customer's transformers and add 3% to the registration of the meters to compensate for transformer losses.
 - g. For billing purposes, the energy used for park and playground purposes and for pumping water and sewage shall be added to that delivered to the customer for street lighting purposes.

4. Company-owned Street Lighting Systems
 - a. The Company will only service existing incandescent lighting units supplied from overhead circuits, under existing contracts. Efficient street lighting units of a type in general use will be used. Such units will be supported by brackets attached to wood poles or other Company structures. Energy for Company-owned incandescent lighting units may be furnished at voltages selected by the Company by means of overhead series circuits or, at the option of the Company, multiple circuits may be used.
 - b. The customer shall grant the Company easements to place its street lighting equipment on highways, public streets or alleys. If special conditions make it necessary to place any street lighting facilities on private property, the customer shall furnish adequate written easements without expense to the Company.
 - c. Contracts for incandescent street lighting service are for a term of ten years. After the expiration of such term, contracts may continue in force until terminated by either party on one year's prior written notice to the other.
 - d. This rate contemplates lamps being lighted every night from approximately 30 minutes after sunset to 30 minutes before sunrise, providing dusk-to-dawn operation of approximately 4,200 hours per year. The Company will provide suitable controls for Company-owned lamps. The Company will use reasonable diligence in keeping lamps burning during normal lighting periods.
 - e. The amount of energy furnished shall generally be determined by means of meters installed on the primary side of constant-current transformers serving series street lighting circuits or on the secondary side of constant-voltage transformers serving multiple circuits. In the latter case, meter registration shall be increased by 3% to compensate for transformer losses. Where more than one meter is used to measure energy, the monthly readings of all meters serving lighting units located in the same or contiguous areas may be added for billing purposes.
 - f. Where the installation of metering equipment is impractical, the Company may determine the amount of energy used during any month by multiplying the rated kilowatt capacity of all lamps and auxiliary equipment, plus 5% for losses, by 350 hours for the month.

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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	<u>Lamp Size</u>	<u>Amount</u>
	50 watt	\$8.80 Sodium Only
	70 watt	9.50 Sodium Only
	100 watt	10.45 Sodium Only
	150 watt	11.50 Sodium Only
	175 watt	12.30 Metal Halide Only
	200 watt	13.00 Sodium Only
	250 watt	14.35 Sodium and Metal Halide
	400 watt	18.90 Sodium and Metal Halide

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.
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, relocate or change the position of any properly operating poles or fixtures contracted for under this rate as requested in writing by the customer.

(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):

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 terminates service or requests removal of any Company-owned street lighting facilities installed or acquired after January 6, 1976, the customer shall reimburse the Company for the depreciated original cost, less estimated net salvage, of the facilities removed because of such termination or request for removal.
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>
\$2.60	75 watts or less
\$4.00	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.

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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	\$2.29
	70 watt	\$2.68
	100 watt	\$3.97
	150 watt	\$5.48
	175 watt	\$6.26
	200 watt	\$6.82
	250 watt	\$8.66
	400 watt	\$13.48
	1000 watt	\$29.64

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.
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.

(Continued on Sheet No. D-40.00)

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

Conditions of Delivery (Contd):

5. The Company will, at customer's expense, modify, replace, relocate or change the position of any properly operating Company-owned poles or fixtures contracted for under this rate as requested in writing by the customer. 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 terminates service or requests the removal of any Company-owned non standard lighting facilities, it 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 terminates service or requests the removal of any Company-owned non standard lighting facilities, it 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, its successors and assigns, from and against all claims, actions, liability, cost and expense by reason of injury to or death of persons or damage to 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. The Company will indemnify and hold harmless the Customer from and against all claims, actions, liability, cost and expense by reason of injury to or death of persons or damages to property arising or resulting from the construction alteration, maintenance, operation or presence of its facilities installed (except as provided in paragraph above), but such indemnity shall not be construed as conferring any right in favor of a third party and shall not include claims or actions arising from the character, quantity or continuity of lighting service furnished.
11. 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.
12. 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.
13. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the customer shall reimburse the Company for all associated costs.

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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 mercury area lights for new customers. 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 Standard</u>	<u>Sodium Flood</u>	<u>Metal Halide Flood</u>
50 watt	\$7.41	*	*
70 watt	\$8.06	\$10.14	*
100 watt	\$8.99	\$11.06	*
150 watt	\$10.29	\$12.27	*
175 watt	*	*	\$14.21
200 watt	\$11.66	\$13.85	*
250 watt	\$12.76	\$14.99	\$16.65
400 watt	\$17.88	\$20.82	\$23.11
1000 watt	*	*	\$38.67

*Not available

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 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 \$2.07 for each pole and \$.71 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.
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 48 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.

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CUSTOMER GENERATING SYSTEMS OVER 20kW RATE Cgs1

Availability:

To customers owning generating systems, with an aggregate rating in excess of 20 kW, who desire to sell electrical energy to Wisconsin Electric Power Company. For the purposes of this schedule, Company is defined as Wisconsin Electric Power Company and Customer is defined as the person or corporate entity who desires to sell electrical 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 damage 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 \$1.25 per month
Demand metered customers \$3.50 per month

<u>Payment per kWh</u>	<u>Less than 601 Volts</u>	<u>601 Volts to <69kV</u>	<u>69kV and above</u>
During on-peak period (a)	\$0.0464	\$0.0454	\$0.0430
During off-peak period (b)	\$0.0193	\$0.0188	\$0.0180

- (a) The on-peak period payment will apply to those kilowatthours 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 kilowatthours 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-47.00 to D-48.00.

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CUSTOMER GENERATING SYSTEMS 20kW OR LESS RATE Cgs2

Availability:

To customers taking service under one of the Company's full requirements rate schedules who own generating systems with an aggregate rating of 20 kW or less who desire to sell electrical energy to Wisconsin Electric Power Company. For the purposes of this schedule, Company is defined as Wisconsin Electric Power Company and customer is defined as the person or corporate entity who desires to sell electrical energy to the Company.

Net metering is an accounting mechanism whereby retail electric utility customers who generate a portion or all of their own retail electricity needs are billed for generation (or energy) by their electric utility for only their net energy consumption during each billing period.

Net energy consumption during a billing period is defined as the amount of energy delivered by the Utility and used by the customer, minus the amount of energy, if any, generated by the retail customer and delivered to the utility at the location of the eligible unit.

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.

Rate:

Facilities Charge:

No additional facilities charge is assessed to customers taking service on this rate schedule. All customers must pay the monthly facilities charge applicable to their class of service even during those months when energy supplied to the Company exceeds the energy consumed.

Energy Rate:

- (a) If a customer is served by the Company either on a time-of-use rate, a demand rate or three-phase service, a second meter must be installed. The customer will be billed for the net amount of energy consumed during the month at the regular applicable rate schedule as a purchaser of energy from the Company. For Conditions affecting interconnection costs, see Conditions of Purchase (8).
- (b) If a customer is served by the Company either on a rate other than a time-of-use rate or a demand rate, or three phase, the customer may request that the electric meter be allowed to run backwards when the customer's generation facilities are producing energy. In this case, the customer would be billed for the net amount of energy consumed during the month at the regular applicable rate schedule as a purchaser of energy from the Company.

For those customers with a renewable generating source, if the amount of energy supplied to the Company exceeds the amount of energy consumed during a billing period, the customer will receive a credit on his bill equal to the net excess kilowatthours of energy received by the Company multiplied by the Appropriate Energy Purchase Rate (shown below) including the applicable power supply cost recovery factor or other mechanism established by the Commission. The customer will receive a check for the amount of the credit whenever it exceeds \$25. Time-of-use customer's on-peak purchase and sales will be netted separately from off-peak purchases and sales.

Appropriate Energy Purchase Rate:

Customer's Operation Over the Preceding 12 Months

Net Purchaser	Customer's Energy Rate
Net seller (or zero)	Cgs1 rate (a) or (b) or (c)

- (a) If a customer generation is non-renewable fueled and without Time-of-Use meters, the Customer will be paid a rate equal to 35% of the On-peak plus 65% of the Off-peak Cgs1 rate.
- (b) If a customer is on a non-renewable and Time-of-Use rate, then this customer receives the Cgs1 rate.

(Continued on Sheet No. D-46.00)

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CUSTOMER GENERATING SYSTEMS 20kW OR LESS RATE Cgs2
(Continued from Sheet No. D-45.00)

Appropriate Energy Purchase Rate:

- (c) Customers with a renewable generating source and customers operating generating systems by contractual arrangement with Wisconsin Electric under this tariff prior to January 1, 1989, will be paid the Customer's Energy Rate. A renewable energy source is defined as energy generated by solar, wind, geothermal, biomass, including waste-to-energy and landfill gas, or hydroelectric [as provided in 2000 PA 141, section 10g(1)(f)(MCL460.10g(1)(f)).

If a customer has both a renewable and a non-renewable generator on site, in order to collect at the renewable energy rate, the customer must have separate meters installed on the renewable generator(s), and non-renewable generator(s).

Customer's Energy Rate is the rate the customer would be charged for energy if the customer were only a purchaser of energy, and were not on the Cgs rate.

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

Conditions of Purchase: See Sheet Nos. D-47.00 - D-48.00.

(Continued on Sheet No. D-47.00)

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CUSTOMER GENERATING SYSTEMS RATES Cgs1 and Cgs2
(Continued from Sheet No. D-46.00)

Conditions of Purchase:

1. A customer operating electric generating equipment shall not connect it in parallel with the Company's electrical 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, as well as 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 his 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 his property at any reasonable time for the purpose of inspecting and/or testing his 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 his 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 such 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 electrical 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 electrical generating capacity is rated above 20 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-48.00)

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CUSTOMER GENERATING SYSTEMS RATES Cgs1 and Cgs2
(Continued from Sheet No. D-47.00)

Conditions of Purchase (Contd):

11. The customer has the right to appeal to the Public Service Commission if he believes the contract for customer generating systems is unreasonable.
12. Customers who wish to operate electric generation equipment in parallel with the Company's electrical 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 electrical 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 electrical 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 electrical 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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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%	\$.00343 per kWh
Energy for Tomorrow™ - 50%	\$.00685 per kWh
Energy for Tomorrow™ - 100%	\$.01370 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 \$.01370 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%	\$.00343 per kWh
Energy for Tomorrow™ - 50%	\$.00685 per kWh
Energy for Tomorrow™ - 100%	\$.01370 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-C, Cp 1-C, Cp 4-C, and Schedule A-C. 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:

Distribution Charges:

The distribution charges shall be the distribution 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.

Minimum Charge:

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

Payment: This rate is net.

Late Payment Charge:

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

Conditions of Delivery:

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

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

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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)

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

1.3 Definitions (Contd)

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

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

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

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

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

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

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

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

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

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

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

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

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

Location: each Customer facility whether owned or leased.

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

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

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

(Continued on Sheet No. E-3.00)

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

1.3 Definitions (Contd)

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 CUSTOMER SECTION

2.1 Availability

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

(Continued on Sheet No. E-4.00)

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

2.2 Eligibility

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

2.3 Customer Information

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

2.4 Customer Enrollment and Switching

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

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

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

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

2.4.5 Customers shall be permitted to change AESs. Customers will be assessed a fee of \$15.00 processing charge per Customer account for each change beyond one (1) within a calendar year. The change will be submitted to the Company by the Customer's newly chosen AES as a Switch Request.

2.4.6 Other than in situations where Customers require new meter installations as part of a Switch, the Switch Date shall be effective on the next scheduled meter read date that is not less than eight (8) business days after a Switch Request has been validated by the Company. The AES change shall occur at midnight (00:00) local time at the beginning of the effective date.

2.4.7 For Customers required to have Interval Demand Meters, Retail Access Service will be subject to the Company installing an Interval Demand Meter at the Customer's expense and at the service location(s) designated for Retail Access Service. If the Customer is not required to have an Interval Data Meter, Retail Access Service is contingent upon the Customer agreeing to be subject to the load profiling method used by the Company to determine the Customer's interval load data or having the Company install an Interval Demand Meter at the Customer's expense.

(Continued on Sheet No. E-5.00)

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

2.5 Metering and Load Profiling

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

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

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

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

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

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

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

2.5.6 Customers who choose Retail Access Service and who have Interval Demand Meters will have their Energy consumption and Demand for settlement purposes based on the data from the Interval Demand Meters. This method to calculate Energy consumption and Demand does not apply to those Customers who have an Interval Demand Meter installed by the Company solely for load research purposes.

2.5.7 Customers who choose Retail Access Service but do not meet the criteria in Section 2.5.1 of this tariff, will have, unless the Company has exercised its right to require an Interval Demand Meter under Section 2.5.1, the option to use a calculated Load Profile to estimate Energy consumption patterns. If a Customer chooses to install an Interval Demand Meter, that Customer will be assessed time and material costs to install the Interval Demand Meter unless charges are otherwise stated in the applicable distribution service tariff.

(Continued on Sheet No. E-6.00)

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

2.5 Metering and Load Profiling (Contd)

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

2.6 Return to Full Requirements Service

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

(Continued on Sheet No. E-7.00)

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

2.7 Billing and Payment

- 2.7.1 The Company will bill the Customer for Retail Access Service as outlined in section 3.3 of this tariff.
- 2.7.2 The Customer shall pay the Company the amount billed by the Company on or before a due date established by Customer billing rules approved by the Commission in accordance with the Commission's consumer standards and billing practices, R 460.101-460.169, as amended, for residential customers, and R 460.3901-460.3908, as amended, for non-residential customers.
- 2.7.3 Where incorrect billing results from a calculation error discovered by either the Company, the AES or the Customer, the error will be corrected and revised bills for the Customer and the AES will be calculated and settled on the next billing period after the error is discovered. Billing errors discovered by the Company shall be adjusted as provided for in the residential and commercial and industrial billing rules.

2.8 Disconnection of Service

- 2.8.1 The Company is the only Person allowed to physically shut off service to a Customer.
- 2.8.2 Disconnection of service to a Customer for nonpayment of the Company's bill or for any violation of the Company's tariffs shall be in accordance with applicable Commission rules and Company tariffs. The Company will provide notice to the AES of the date/time of actual disconnection. The Company shall not be liable for any losses to the AES due to disconnection.

3.0 ALTERNATIVE ELECTRIC SUPPLIER SECTION

3.1 Availability

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

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

3.2 Switch Requests

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

(Continued on Sheet No. E-8.00)

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(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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RESIDENTIAL RETAIL ACCESS SERVICE RATE Rg1-C

Availability:

To customers contracting for residential retail access service 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 at 120/240 volts or three-phase at 240 volts.

Rate:

Distribution Charges:

Facilities Charge:	\$9.60	per month per standard meter or service connection
	\$85.00	per month per interval demand meter or service connection
Delivery Charge:	\$.0389	per kWh
Excess Meter Charge:	\$1.00	per month per standard meter in excess of one

Minimum Charge: The monthly minimum charge shall be the Facilities Charge and the Excess Meter Charges, 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 participating in the winter protection plan described in R 460.101-460.169.

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

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

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GENERAL SECONDARY RETAIL ACCESS SERVICE RATE Cg1-C

Availability:

To customers contracting for secondary retail access service for general commercial, industrial, or governmental purposes.

Hours of Service: Twenty-four.

Character of Service:

Alternating current, 60 hertz, single-phase for lighting service, or single or three-phase for power purposes.

Rate:

Distribution Charges:

Facilities Charge:	per month per standard meter or service connection
	\$15.00 Single-phase
	\$29.50 Three-phase
	\$85.00 per month per interval demand meter or service connection
Delivery Charge:	per kWh
Excess Meter Charge:	\$1.00 per month per standard meter in excess of one

Minimum Charge:

For regular service the monthly minimum charge shall be the Facilities Charge 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.

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

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

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GENERAL SECONDARY RETAIL ACCESS SERVICE TIME-OF-USE RATE Cg3-C

Availability:

For customers contracting for secondary retail access electric service 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.

Character of Service:

Alternating current, 60 hertz, single-phase for lighting service, or single or three-phase for power purposes.

Rate:

Distribution Charge:

Facilities Charge:	per month per standard meter or service connection	\$85.00
Demand Charge:	per kW of measured on-peak demand	
	First 12.67 kW	\$13.24
	Excess of 12.67 kW	\$3.73
	Subject to monthly minimum demand charge of \$150.00	
Delivery Charge:	per kWh	
	On-peak (a)	\$.0100
	Off-peak (b)	\$.0100
Excess Meter Charge:	per month per standard meter in excess of one	\$4.00

For Determination of Demand, see Sheet No. D-12.00.

- 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 Excess Meter Charge, and the Minimum Demand 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

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

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GENERAL PRIMARY RETAIL ACCESS SERVICE RATE Cp1-C

Availability:

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

Rates: (for service at primary voltages)	≤4,160	>4,160 to	≥69,000
Distribution Charges:	<u>volts</u>	<u><69,000 volts</u>	<u>volts</u>
Facilities Charge: per month	\$615.00	\$615.00	\$615.00
Demand Charge: per kW of Measured On-peak Demand			
First 300 kW	\$10.480	\$10.287	\$10.069
Excess of 300 kW	\$1.100	\$1.060	\$1.037
Subject to a monthly minimum charge for 300 kW of Measured Demand.			
Delivery Charge - per kWh			
On-peak (a)	\$.00760	\$.00700	\$.00640
Off-peak (b)	\$.00600	\$.00570	\$.00540
Power Factor Adjustment:	See Sheet No.D-16.00		

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

- (a) 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.
- (b) 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 Facilities Charge, plus either the charge for 300 kW of measured demand or the Minimum Demand Charge as stated in the contract, whichever is greater. New customers shall contract for not less than 300 kW of measured demand. Auxiliary service shall be furnished as provided in paragraph 5, 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-17.00.

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

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GENERAL PRIMARY RETAIL ACCESS SERVICE MANDATORY STANDBY RATE Cp4-C

Availability:

To customers contracting for three-phase 60 hertz retail access power service at approximately 2,400 volts or higher (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	>4,160 to	≥69,000
Distribution Charges:	<u>volts</u>	<u><69,000 volts</u>	<u>volts</u>
Facilities Charge: per month			
First metering point	\$615.00	\$615.00	\$615.00
Per additional metering point	\$200.00	\$200.00	\$200.00
Demand Charge: per kW of Measured Demand			
First 300 kW	\$10.480	\$10.287	\$10.069
Excess of 300 kW	\$1.100	\$1.060	\$1.037
Subject to a monthly minimum charge for 300 kW of Measured Demand.			
Reserved Demand Charge: per kW	\$0.92	\$0.77	\$0.72
Delivery Charge: per kWh			
On-peak (a)	\$.00760	\$.00700	\$.00640
Off-peak (b)	\$.00600	\$.00570	\$.00540
Power Factor Adjustment:	See Sheet No.D-26.00		

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

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

Subject to contracted minimum demand levels the sum of the demand levels under contract for billed and reserved demand shall not be less than 300 kW.

- a. 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. The off-peak period shall be those hours not designated as on-peak.
- b. 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.

Subject to power supply cost recovery factor. See Sheet No. D-3.00.

Minimum Charge:

The monthly minimum charge shall be the applicable Facilities Charge plus the charges for measured demand and reserved 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.

Conditions of Delivery: See Sheet No. D-27.00.

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

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INCANDESCENT STREET LIGHTING RETAIL ACCESS SERVICE RATE Ms1-C

Availability:

To governmental units contracting for incandescent street lighting retail access service at primary voltage for the illumination of public thoroughfares, for park and playground purposes, and for pumping water and sewage. New installations of Company-owned street lighting facilities will not be furnished after December 22, 1969.

Rate:

Distribution Charges:

Facilities Charge

\$9.50 per month for each Company-owned incandescent lighting unit installed. For depreciation, taxes, and return on Company's investment devoted to street lighting purposes and for lamp renewals, operation and maintenance)

Delivery Charge: \$0.0389 per kWh

Minimum Charge: The annual minimum charge shall be \$150.00

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

Conditions of Delivery: See Sheet Nos. D-35.00 to D-36.00

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

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GENERAL PRIMARY RETAIL ACCESS SERVICE SCHEDULE A-C

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:

Distribution Charges

Firm Demand Charge: \$.50 per kW of firm demand
Subject to a minimum monthly kW that is the greater of 10,000 kW or 240,000 kW less the preceding 11 billed Firm Demands.

Standby Demand Charge: \$.50 per kW On-peak
\$.50 per kW Off-peak

Off-Peak Standby Demand Charge is only applicable to Standby Demand occurring during the off-peak period in excess of the Standby Demand occurring during the on-peak period. Subject to 24,000 kW minimum per month

Delivery Charge: \$.00150 per kWh On-peak
\$.00150 per kWh Off-peak

For determination of demand, see Sheet Nos. D-28.00 to D-30.00.

Minimum Charge:

The monthly minimum bill shall be the sum of the Standby Demand Charge, monthly Firm Demand Charge, Curtailable Demand Charge, and Delivery Energy Charges.

Delayed Payment Charge:

This rate is net. An additional 1.5% of the billed amount including applicable credits and adjustments shall be collectible if paid after the due date shown on the bill.

Definitions:

On-peak

On-peak is the energy in kilowatthours as ascertained by metering installed by the Company (and as adjusted for transformer losses) 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 Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Off-peak

Off-peak is the energy in kilowatthours as ascertained by metering installed by the Company (and as adjusted for transformer losses) delivered during all hours other than on-peak hours.

Measured Demand

Shall be the average rate at which energy is delivered by the Company for a period of 15 consecutive minutes as ascertained by metering installed by the Company (and as adjusted for transformer losses).

(Continued on Sheet No. E-19.00)

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GENERAL PRIMARY RETAIL ACCESS SERVICE SCHEDULE A-C
(Continued from Sheet No. E-18.00)

Definitions:

Adjusted Demands

The demand charges herein are based on a power factor of 95 percent. Adjusted Demand shall be determined by one of the following formulas:

- (a) For lagging power factors greater than or equal to 90% and less than or equal to 100%.
Adjusted demand = measured on-peak demand
- (b) For lagging power factors below 90%.
Adjusted demand = measured on-peak demand (1 + (0.65) (0.95 – peak power factor))
- (c) The customer may not operate with a leading power factor without permission from the Company.

The peak power factor shall be calculated from the kilowatthours “: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 fifteen-minute period in which the maximum measured demand occurs, by the following formula:

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

Generator Supplied Demand

Generator supplied demand is the metered average rate at which energy is generated by the customer for a period of 15 consecutive minutes.

Total Load

Adjusted Demand plus Generator Supplied Demand.

Firm Portion of the Customer’s Demand

The Firm Portion of the Customer’s Demand is determined for each period of 15 consecutive minutes by subtracting Reserved Demand from the customer’s Total Load.

Firm Demand

Firm Demand is the maximum reading of the 15-minute Firm Portion of the Customer’s Demand during the on-peak period.

Reserved Demand

Reserved Demand is the amount of capacity associated with the customer’s generation. 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.

Standby Demand

Standby Demand is the maximum Total Load minus Firm Demand.

(Continued on Sheet No. E-20.00)

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Vice-President,
Milwaukee, Wisconsin



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GENERAL PRIMARY RETAIL ACCESS SERVICE SCHEDULE A-C
(Continued from Sheet No. E-19.00)

Conditions of Delivery:

1. The customer shall, at his expense, install all apparatus and materials necessary for the proper utilization of the power delivered 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. 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.
3. 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.
4. The Company shall use reasonable diligence in delivering an uninterrupted and regular supply of power, but it shall not be liable for interruptions, deficiencies, or imperfections in service, except to the extent of a pro rata reduction of the demand charge provided for herein.
5. Service under this rate shall be furnished only in accordance with the Electric Service Rules and Regulations of the Company.
6. 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.
7. Energy delivered under this rate shall not be resold, except as provided in the Electric Service Rules and Regulations of the Company.
8. Customers taking service under this rate schedule are also subject to the Terms and Conditions contained in the Retail Access Service Tariff rate schedule RAS-1.

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SECTION F
STANDARD CUSTOMER FORMS INDEX

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

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