

**STATE OF MICHIGAN**

**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

In the matter of the Application of	)	
<b>DTE ELECTRIC COMPANY</b>	)	Case No. U-21909
for approval to implement a Performance Based	)	(Paperless e-file)
<u>Ratemaking mechanism.</u>	)	

**MICHIGAN PUBLIC SERVICE COMMISSION STAFF'S INITIAL BRIEF  
ON DTE'S PROPOSED SETTLEMENT AGREEMENT**

**MICHIGAN PUBLIC SERVICE  
COMMISSION STAFF**

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**DATED:** November 24, 2025

Pursuant to R 792.10431 and the October 15, 2025, Scheduling Memo, the Michigan Public Service Commission Staff (Staff), through its counsel, respectfully submits this Initial Brief in support of the Settlement Agreement.

## FACTS

Back on April 24, 2023, the Michigan Public Service Commission (Commission) issued an order establishing docket No. U-21400 for the purpose of creating the Financial Incentives and Disincentives workgroup. As a result of that workgroup, the Commission published in U-21400 an initial straw proposal on August 30, 2023, to which DTE Electric Company (DTE or Company) submitted comments on September 22, 2023, and reply comments on October 20, 2023. (DTE Application, p 2.) That was followed by a Commission order on December 21, 2023 that directed Staff to convene another stakeholder session to discuss the revised straw proposal published that same date. DTE responded to the revised straw proposal by submitting comments on February 2, 2024, and reply comments on March 1, 2024, resulting in Staff filing a second revised straw proposal in docket U-21400 on May 3, 2024. (*Id.*)

On February 27, 2025, the Commission issued an order adopting the second revised straw proposal while also directing DTE to file an application in this docket by April 15, 2025. (*Id.*, p 3.) DTE made its filing, with supporting testimony and exhibits, to implement a Performance Based Rate making (“PBR”) mechanism consistent with the guidance in the February 27 Order. The filing triggered a prehearing conference that was conducted on June 3, 2025, before Administrative

Law Judge Lesley C. Fairrow. In addition to DTE, the parties to this proceeding are Staff; the Attorney General (AG); the City of Ann Arbor; the Citizens Utility Board of Michigan (“CUB”); the Association of Businesses Advocating Tariff Equity (“ABATE”); the Great Lakes Renewable Energy Association (“GLREA”) (collectively, the “Parties”).

On September 24, 2025, DTE submitted a contested settlement pursuant to R 792.10431. The Settlement Agreement was executed by the Company, Staff, AG, the City of Ann Arbor, ABATE, and CUB. GRLEA did not sign the Settlement Agreement, nor did they provide a statement of non-objection. As a result, GRLEA took the opportunity under R 792.10431 to file its objection to the Settlement Agreement on October 8, 2025.

## **ARGUMENT**

### **I. Approving the Proposed Settlement Does Not Adversely Affect any Party.**

Under Rule 431(3), it is incumbent upon an objecting party to state its objections with particularity and the party must demonstrate how it would be adversely affected by the settlement agreement. In this matter, Staff’s position is that no adverse effect has been demonstrated.

No substantial right of the public or a party, including GRLEA, is affected by accepting and approving the proposed settlement. No party, or its members, is harmed by the terms of the settlement agreement. The proposed settlement agreement addresses implementation of a Performance Based Rate making

mechanism consistent with the Commission’s February 27, 2025, order in U-21400. (Exhibit A, p 1.) This includes items like the scope of metrics, targets, and thresholds. (Exhibit A, p 2 – 5.) Any effect on substantial rights of the public, including a party in this case, resulted from the Commission’s February 27, 2025, order in U-21400. No one appealed that order. Due to the nature of the settlement and the subject matter covered, any attempt to argue that a party, or its members, will experience an adverse effect created by the proposed settlement ignores the nature and history of this proceeding. Any objections to the proposed settlement agreement are likely an attempt to disguise an impermissible collateral attack on the Commission’s February 27, 2025, order in U-21400. The “collateral bar” rule generally prohibits a litigant from indirectly attacking a prior judgment in a later, separate action, unless the court that issued the prior judgment lacked jurisdiction over the person or subject matter when rendering the first decision. *See In re Ives*, 314 Mich 690, 696 (1946). Here, there has been no claim that the Commission lacked personal or subject matter jurisdiction when rendering the February 27, 2025, order in U-21400.

GLREA Witness Richter submitted testimony in the present case to outline the harm that would be done if the settlement is accepted. (Tr., p 22-24.) In this testimony he describes the settlement as adopting “various metrics and thresholds which are inappropriate, and which utilize weak standards as the baseline for the performance-based ratemaking (PBR) mechanism.” (Tr., p 23.) Similarly, GLREA Witness Bell states the settlement “does not establish a clear high level of objectives

to attain a minimum level of performance equivalent to national average performance, and does not establish quantifiable, verifiable, and design independence for electrical reliability requirements.” (Tr., p 29.) The remainder of Witness Bell’s testimony outlines the metrics believed to be more appropriate for the PBR mechanism. (Tr., p 29-36.) Neither witness truly addresses if the settlement agreement complies with the order of the Commission in U-21400, instead focusing on how the order from U-21400 does not adequately establish a PBR mechanism. This is a collateral attack on the order in U-21400 and not raising any factual issue relating to the compliance with that order in the present case.

**II. All Parties Have Been Given a Reasonable Opportunity to Present Evidence and Arguments in Opposition to the Settlement Agreement.**

All parties had reasonable opportunity to present evidence and arguments in opposition to the settlement agreement. This settlement agreement was filed on September 24, 2025, after multiple negotiated extensions to the original case schedule. These extensions were designed to avoid Staff and Intervenor testimony filing deadlines and the cross-examination hearing.

Under such circumstances, no significant weight should be given to a party arguing they lacked reasonable opportunity to present evidence and arguments in opposition to the underlying elements of the case if they voluntarily extend and suspend a case schedule. It would be inconsistent to undertake such actions but then later claim that they lacked reasonable opportunity to present evidence.

### III. **The Public Interest is Adequately Represented by the Parties who Entered into the Settlement Agreement.**

Staff submits that the public interest is adequately represented by the parties that entered into the settlement agreement, which includes Staff and the Attorney General.

The Court of Appeals has held that Staff's participation and concurrence in a settlement agreement protects ratepayers' side in the public interest. *See Attorney General v Public Service Comm*, 237 Mich App 82, 93-94 (1999).

The Attorney General also represents the public's interest. As an intervenor, she is the duly elected and qualified Attorney General of the State of Michigan and holds such office pursuant to Const 1963, art 5, § 21. The Attorney General intervened and appeared in this proceeding for and on behalf of the People of the State of Michigan and for and on behalf of the State of Michigan, its departments, commissions and agencies, as customers and ratepayers of DTE. While DTE serves millions of customers, there is no disagreement that the State of Michigan is a substantial user of and customer for DTE's services. The interest of all these customers is public in nature, and common among virtually all public utility customers in DTE's service area. In addition, the Attorney General's intervention demonstrates that the public interest warranted her intervention. *Attorney General v Liquor Control Comm*, 65 Mich App 88 (1975).

In total, Staff argues that based on the preceding, the public interest is adequately represented by the Attorney General and Staff, along with the other supporting parties. In fact, Staff believes it is difficult to imagine any segment of

the public that is not, at least in some way, represented by the supporters of the proposed settlement. The actions of an objecting party do not result in the public interest being inadequately represented.

**IV. The Proposed Settlement Agreement is in the Public Interest, Supported by Substantial Evidence on the Record, and Represents a Fair and Reasonable Resolution.**

Staff asserts that the proposed settlement agreement is in the public interest, supported by substantial evidence, and represents both a fair and reasonable resolution.

On February 27, 2025, the Commission issued its order adopting the second revised straw proposal and directed DTE to file an application in this docket by April 15, 2025. DTE made its filing, with supporting testimony and exhibits, to implement a PBR mechanism consistent with the guidance in the February 27 Order. That filed application consisted of a five-page application accompanied by 16 pages of direct testimony from Aaron Willis and a two-page spreadsheet exhibit identified as Exhibit A-1 that was comprised of schedule A1 and A2.

That application with its supporting testimony and exhibit, while not bound into the official record, has been available for review by the parties. Concerns over whether its contents were consistent with the Commission's February 27, 2025, order could've been raised at any point during the proceeding. Furthermore, even if a party objects to the content of the February 27, 2025, order, Staff argues that the inability to relitigate such issues does not result in an unreasonable resolution,

particularly when any objection may be an attempt to collaterally attack the Commission's February 27, 2025, order in U-21400. *See In re Ives*, 314 Mich 690, 696 (1946).

### CONCLUSION

For these reasons, Staff believes that the proposed settlement agreement is in the public interest, supported by substantial evidence on the record, and represents both a fair and reasonable resolution. Wherefore, Staff respectfully provides its agreement with the contested settlement and asks for its approval.

Respectfully submitted,

**MICHIGAN PUBLIC SERVICE  
COMMISSION STAFF**

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**DATED:** November 24, 2025

# **EXHIBIT A**

**STATE OF MICHIGAN**

**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

In the matter of the Application of ) <b>DTE ELECTRIC COMPANY</b> ) for approval to implement a Performance Based ) <u>Ratemaking mechanism.</u> )	Case No. U-21909 (Paperless e-file)
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**SETTLEMENT AGREEMENT**

Pursuant to Section 78 of the Administrative Procedures Act of 1969, as amended (1969 PA 306, § 78; MCL 24.278), and Rule 431 of the Rules of Practice and Procedure before the Michigan Public Service Commission (“MPSC” or “Commission”), R 792.10431, the undersigned Parties agree as follows:

WHEREAS, the Commission issued an order on April 24, 2023, initially establishing Case No. U-21400 and the Financial Incentives and Disincentives workgroup as part of the MI PowerGrid Initiative.

WHEREAS, the Commission published an initial straw proposal on August 30, 2023, in Case No. U-21400, and DTE Electric Company (“DTE Electric”) submitted comments on the initial straw proposal on September 22, 2023, and reply comments on October 20, 2023.

WHEREAS, the Commission issued an order on December 21, 2023, in Case No. U-21400 directing Commission Staff to convene another stakeholder session to discuss the revised straw proposal published on that same date, DTE Electric submitted comments on February 2, 2024, and reply comments on March 1, 2024, and Commission Staff filed a second revised straw proposal in Case No. U-21400 on May 3, 2024.

WHEREAS, the Commission issued an order on February 27, 2025, in Case No. U-21400 (“February 27 Order”) adopting the second revised straw proposal and directing DTE Electric to file an application in a new docket by April 15, 2025, with supporting testimony and exhibits to implement a Performance Based Rates (“PBR”) mechanism consistent with the guidance in the February 27 Order.

WHEREAS, DTE Electric submitted its application for a PBR mechanism in a new docket, Case No. U-21909, on April 15, 2025.

WHEREAS, a prehearing conference was conducted on June 3, 2025, before Administrative Law Judge Lesley C. Fairrow. In addition to DTE Electric, the Parties to this PBR proceeding are Commission Staff; Attorney General Dana Nessel; the City of Ann Arbor; the Citizens Utility Board of Michigan (“CUB”); the Association of Businesses Advocating Tariff Equity (“ABATE”); the Great Lakes Renewable Energy Association (“GLREA”) (collectively, the “Parties”).

WHEREAS, the Parties have agreed to enter into a full settlement of this case, and request that the Commission enter an order accepting and approving DTE Electric’s PBR mechanism as set forth in this Settlement Agreement.

NOW THEREFORE, for purposes of settlement of Case No. U-21909, the undersigned Parties agree as follows:

1. **Scope of Metrics.** The Parties agree that DTE Electric’s Performance Based Rates (PBR) mechanism will be limited to the following scope of metrics:

- a. SAIDI excl MED
- b. SAIDI All Weather
- c. 48-hour Catastrophic Storm Restoration

- d. 72-hour Catastrophic Storm Restoration
- e. 24-hour Gray Sky Restoration
- f. CEMI-4
- g. Worst Performing Circuits (SAIDI ex MED, System Basis)

2. **Targets, Thresholds, and Maximums for SAIDI excluding MED.** The Parties agree that the following targets, thresholds, and maximums will be used to determine any incentives or penalties that DTE Electric may earn or incur for performance under the SAIDI excluding MED metric. The baseline reflects the average of the two lowest years from 2022-2024. The target reflects 1% annual improvement per year from the baseline.

	2026	2027	2028	2029	2030
Target	150.0	148.5	147.0	145.4	143.9
Penalty Threshold					
Maximum Penalty	170.4	168.9	167.4	165.8	164.3
Incentive Threshold	128.1	125.0	122.0	119.0	116.0
Maximum Incentive	107.7	104.6	101.6	98.6	95.6

Any incentives and penalties will be applied on a linear basis between the applicable threshold and maximum. See Attachment 1 for Penalty and Incentive Schedules for 2026. Future years will utilize a consistent methodology.

3. **Targets, Thresholds, and Maximums for SAIDI All Weather.** The Parties agree that the following targets, thresholds, and maximums will be used to determine any incentives or penalties that DTE Electric may earn or incur for performance under the SAIDI All Weather metric. The baseline reflects the average of 2020-2024. The target reflects 1% annual improvement per year from the baseline.

	2026	2027	2028	2029	2030
Target	769.8	762.0	754.3	746.5	738.7
Penalty Threshold					
Maximum Penalty	1031.9	1024.1	1016.3	1008.6	1000.8
Incentive Threshold	500.0	484.4	468.9	453.3	437.8
Maximum Incentive	237.9	222.4	206.8	191.3	175.7

Any incentives and penalties will be applied on a linear basis between the applicable threshold and maximum. See Attachment 1 for Penalty and Incentive Schedules for 2026. Future years will utilize a consistent methodology.

4. **Targets, Incentive, and Penalty Ranges for All Other Metrics.** The Parties agree that the following thresholds will be used to determine any incentives or penalties that DTE Electric may earn or incur for performance under the remaining metrics included in DTE Electric’s PBR mechanism:

Metric	Penalty Range	Target	Incentive Range
48-hour Catastrophic Storm Restoration	<=90%	>90%	>90 to 100%
72-hour Catastrophic Storm Restoration	<=95%	>95%	>95 to 100%
24-hour Gray Sky Restoration	<=90%	>90%	>90 to 100%
CEMI-4	>=6	<6%	0 to <6%

<p>Worst Performing Circuits (SAIDI ex MED, System Basis)</p>	<p><u>For Penalty:</u> A circuit is listed in top 10 during the review year and listed in the top ten in any of the four years prior.</p> <p><u>For Incentive:</u> None of the circuits listed in the top 10 during the review year are listed in the top ten in any of the four years prior.</p> <p><u>For both Penalty and Incentive:</u> Review Year 2026 shall be compared with 2023- 2025. Review year 2027 shall be compared with 2023-2026. Review year 2028 shall be compared to 2024-2027. And so on.</p>
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Any incentives and penalties will be applied on a linear basis between the applicable threshold and maximum. See Attachment 1 for Penalty and Incentive Schedules for 2026. Future years will utilize a consistent methodology.

5. **Maximum Incentive and Maximum Penalty.** The Parties agree that the maximum total incentive that DTE Electric can earn for its performance across all of the metrics in this PBR mechanism cannot exceed \$10 million per year. The Parties also agree that the maximum total penalty that DTE Electric can incur for its performance across all of the metrics in this PBR mechanism cannot exceed \$10 million per year.

6. **Metric Weights.** The Parties agree that the metrics will have the following weights and maximum incentives and penalties:

Metric	Weight (% of Total)	Maximum Incentive / Penalty
SAIDI excl MED	15%	\$1.5 M
SAIDI All Weather	15%	\$1.5 M

48-hour Catastrophic Storm Restoration	25%	\$2.5 M
72-hour Catastrophic Storm Restoration	20%	\$2.0 M
24-hour Gray Sky Restoration	10%	\$1.0 M
CEMI-4	10%	\$1.0 M
Worst Performing Circuits (SAIDI ex MED, System Basis)	5%	\$0.5 M

7. **Net Incentive (Penalty).** The Parties agree that the resulting net incentive or net penalty is the simple sum of incentives earned and penalties incurred individually across the seven metrics described in this Agreement. The incentive is subject to the condition that for DTE Electric to earn any incentives under this mechanism, it must meet or exceed all existing Service Quality and Reliability Standards (SQRS) for the applicable year, beginning in 2026, per R 460.741(1).

8. **Discussion of Performance Data and Calculations.** The Company will provide to the Parties to the Settlement Agreement a complete description of how it presently compiles the data underlying each PBR metric, the source of the data, the computerized processes used, how it validates the accuracy of the data and resulting calculations, and identify and explain any external adjustments to the outcomes of computerized processes. This information will be shared during a presentation to the Parties by October 31, 2025, which will be scheduled by DTE Electric. The presentation will be filed under the Case No. U-21909 docket before the end of 2025.

9. **Internal Audit of Performance Data and Calculations.** DTE Electric will direct its internal audit group to perform an internal audit of the data gathering and calculation processes for the PBR metrics. The Company will file a letter from its internal audit group certifying the

underlying data for the PBR metrics and calculations that will be filed with its first PBR report in Case No. U-21909 on or about March 15, 2027. The internal audit report will be available for review by the Parties.

10. **Annual Review Process.** The Parties agree that DTE Electric will submit a report in the Case No. U-21909 docket on or about March 15<sup>1</sup> of each year, containing the actual performance data from the prior year for each metric in the PBR mechanism, as well as the applicable targets and thresholds, a calculation of the incentive or penalty earned or incurred under each, and the net incentive or penalty earned in aggregate across all metrics. Following the filing, the Commission Staff and any interested parties will review the data and the Commission will issue an order before the end of the calendar year approving DTE Electric to book a regulatory asset (or liability) for the net incentive (or penalty) that the Company earned (or incurred) in aggregate from the prior year. The metric calculation, the regulatory asset (or liability), and proposed disposition of the incentive or penalty will be included for review and approval in a general rate case. Should the Company not file a general rate case within 24 months of an annual filing, the Company will file with the Commission an application to address the corresponding metric calculations and results, which will be conducted as a contested case under Case No. U-21909.

11. **Framework Review.** The Parties agree that the terms of this Settlement Agreement, including but not limited to metrics, targets, thresholds, weights, and review process, will remain in effect until the Commission orders any changes or updates to the mechanism.

12. **Waiver of Jury Trial.** DTE Electric waives any right to a jury trial in connection with the PBR mechanism approved in Case No. U-21909, including the treatment of any resulting

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<sup>1</sup> Actual date consistent with the annual Service Quality and Reliability Standards filing pursuant to R460.741.

incentives or penalties as regulatory assets or liabilities. Notwithstanding this waiver, DTE Electric's rights to challenge or appeal Michigan Public Service Commission regulations or decisions related to performance-based ratemaking and financial incentives and disincentives are fully preserved.

13. This Settlement Agreement is entered into for the sole and express purpose of reaching a compromise among the Parties. All offers of settlement and discussions relating to this Settlement Agreement are considered privileged under MRE 408.

14. If the Commission approves this Settlement Agreement without modification, neither the Parties to this settlement nor the Commission shall make any reference to, or use this Settlement Agreement or the order approving it, as a reason, authority, rationale, or example for taking any action or position or making any subsequent decision in any other case or proceeding; provided however, such references may be made to enforce or implement the terms of the Settlement Agreement and the order approving it.

15. This Settlement Agreement is based on the facts and circumstances of this PBR mechanism proceeding and is intended for the final disposition of Case No. U-21909. So long as the Commission approves this Settlement Agreement without modification, the Parties agree not to appeal, challenge, or otherwise contest the Commission Order approving this Settlement Agreement. Except as otherwise set forth herein, the Parties agree and understand that this Settlement Agreement does not limit any party's right to take new and/or different positions on similar issues in other administrative proceedings, or appeals related thereto.

16. This Settlement Agreement is not severable. Each provision of this Settlement Agreement is dependent upon all other provisions of this Settlement Agreement, including the attachments. If the Commission rejects or modifies this Settlement Agreement, this Settlement

Agreement shall be deemed to be withdrawn, and shall not constitute any part of the record in this proceeding or be used for any other purpose and shall not operate to prejudice the pre-negotiation positions of any party.

17. This Settlement Agreement is reasonable and in the public interest and will reduce the time and expense of the Commission, its Staff, and the Parties.

18. The Parties agree to waive Section 81 of 1969 PA 306 (MCL 24.281), as it applies to the issues in this proceeding, if the Commission approves this Settlement Agreement without modification.

19. This Settlement Agreement may be executed in any number of counterparts, each considered an original, and all counterparts that are executed shall have the same effect as if they were the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Settlement Agreement to be duly executed by their respective duly authorized officers as of the date first written below.

[SIGNATURE PAGES]

**ASSOCIATION OF BUSINESSES ADVOCATING TARIFF EQUITY**

**Stephen  
Campbell**

Digitally signed by: Stephen Campbell  
DN: CN = Stephen Campbell email =  
scampbell@clarkhill.com C = US O =  
Clark Hill PLC  
Date: 2025.09.16 09:09:13-04'00'

**BY** \_\_\_\_\_  
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Benjamin J. Holwerda (P 82110)  
Michael J. Pattwell (P 72419)  
Clark Hill PLC  
500 Woodward Avenue, Suite 3500  
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Dated: \_\_\_\_\_, 2025

**CITY OF ANN ARBOR**

**BY** \_\_\_\_\_  
Valerie Jackson (P76681)  
City of Ann Arbor  
Guy C. Larcom City Hall  
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Dated: \_\_\_\_\_, 2025

**CITIZENS UTILITY BOARD OF MICHIGAN**

**BY** \_\_\_\_\_  
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Dated: \_\_\_\_\_, 2025

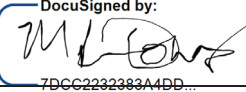
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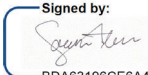
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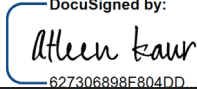
Dated: \_\_\_\_\_, 2025

**CITY OF ANN ARBOR**

BY  \_\_\_\_\_  
Christopher Taylor, Mayor

BY  \_\_\_\_\_  
Milton Dohoney Jr., City Administrator

BY  \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

BY  \_\_\_\_\_  
Atleen Kaur, City Attorney

Dated: 9/17/2025

**CITIZENS UTILITY BOARD OF MICHIGAN**

BY \_\_\_\_\_  
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Dated: \_\_\_\_\_, 2025

**ASSOCIATION OF BUSINESSES ADVOCATING TARIFF EQUITY**

**BY** \_\_\_\_\_  
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Dated: \_\_\_\_\_, 2025

**CITY OF ANN ARBOR**

**BY** \_\_\_\_\_  
Valerie Jackson (P76681)  
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Dated: \_\_\_\_\_, 2025

**CITIZENS UTILITY BOARD OF MICHIGAN**

**BY** \_\_\_\_\_  
  
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Tracy Jane Andrews  
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Tracy Jane Andrews (P67467)  
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Dated: \_\_\_ September, 17, 2025

**DTE ELECTRIC COMPANY**

**BY John A. Janiszewski**  
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John A Janiszewski (P74400)  
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Dated: \_\_\_\_\_ September 24 , 2025

**MICHIGAN ATTORNEY GENERAL**

**BY Joel B. King**  
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Dated: \_\_\_\_\_ , 2025

**MICHIGAN PUBLIC SERVICE COMMISSION - STAFF**

BY   
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Dated: September 15, 2025

# Attachment 1

Maximum Penalty Level	SAIDI excluding MEDs		Maximum Incentive Level	SAIDI excluding MEDs		
		Penalty			Incentive	
	170.4	\$ 1,500,000	107.7	\$ 1,500,000		\$1,500,000 / 204 scaling points = \$7,352.94 decrement for both Penalty and Incentive
	170.3	\$ 1,492,647	107.8	\$ 1,492,647		
	170.2	\$ 1,485,294	107.9	\$ 1,485,294		
	170.1	\$ 1,477,941	108.0	\$ 1,477,941		
	170.0	\$ 1,470,588	108.1	\$ 1,470,588		
	169.9	\$ 1,463,235	108.2	\$ 1,463,235		
	169.8	\$ 1,455,882	108.3	\$ 1,455,882		
	169.7	\$ 1,448,529	108.4	\$ 1,448,529		
	169.6	\$ 1,441,176	108.5	\$ 1,441,176		
	169.5	\$ 1,433,824	108.6	\$ 1,433,824		
	169.4	\$ 1,426,471	108.7	\$ 1,426,471		
	169.3	\$ 1,419,118	108.8	\$ 1,419,118		
	169.2	\$ 1,411,765	108.9	\$ 1,411,765		
	169.1	\$ 1,404,412	109.0	\$ 1,404,412		
	169.0	\$ 1,397,059	109.1	\$ 1,397,059		
	168.9	\$ 1,389,706	109.2	\$ 1,389,706		
	168.8	\$ 1,382,353	109.3	\$ 1,382,353		
	168.7	\$ 1,375,000	109.4	\$ 1,375,000		
	168.6	\$ 1,367,647	109.5	\$ 1,367,647		
	168.5	\$ 1,360,294	109.6	\$ 1,360,294		
	168.4	\$ 1,352,941	109.7	\$ 1,352,941		
	168.3	\$ 1,345,588	109.8	\$ 1,345,588		
	168.2	\$ 1,338,235	109.9	\$ 1,338,235		
	168.1	\$ 1,330,882	110.0	\$ 1,330,882		
	168.0	\$ 1,323,529	110.1	\$ 1,323,529		
	167.9	\$ 1,316,177	110.2	\$ 1,316,177		
	167.8	\$ 1,308,824	110.3	\$ 1,308,824		
	167.7	\$ 1,301,471	110.4	\$ 1,301,471		
	167.6	\$ 1,294,118	110.5	\$ 1,294,118		
	167.5	\$ 1,286,765	110.6	\$ 1,286,765		
	167.4	\$ 1,279,412	110.7	\$ 1,279,412		
	167.3	\$ 1,272,059	110.8	\$ 1,272,059		
	167.2	\$ 1,264,706	110.9	\$ 1,264,706		
	167.1	\$ 1,257,353	111.0	\$ 1,257,353		
	167.0	\$ 1,250,000	111.1	\$ 1,250,000		
	166.9	\$ 1,242,647	111.2	\$ 1,242,647		
	166.8	\$ 1,235,294	111.3	\$ 1,235,294		
	166.7	\$ 1,227,941	111.4	\$ 1,227,941		
	166.6	\$ 1,220,588	111.5	\$ 1,220,588		
	166.5	\$ 1,213,235	111.6	\$ 1,213,235		
	166.4	\$ 1,205,882	111.7	\$ 1,205,882		
	166.3	\$ 1,198,529	111.8	\$ 1,198,529		
	166.2	\$ 1,191,177	111.9	\$ 1,191,177		
	166.1	\$ 1,183,824	112.0	\$ 1,183,824		
	166.0	\$ 1,176,471	112.1	\$ 1,176,471		
	165.9	\$ 1,169,118	112.2	\$ 1,169,118		
	165.8	\$ 1,161,765	112.3	\$ 1,161,765		
	165.7	\$ 1,154,412	112.4	\$ 1,154,412		
	165.6	\$ 1,147,059	112.5	\$ 1,147,059		
	165.5	\$ 1,139,706	112.6	\$ 1,139,706		
	165.4	\$ 1,132,353	112.7	\$ 1,132,353		
	165.3	\$ 1,125,000	112.8	\$ 1,125,000		
	165.2	\$ 1,117,647	112.9	\$ 1,117,647		
	165.1	\$ 1,110,294	113.0	\$ 1,110,294		
	165.0	\$ 1,102,941	113.1	\$ 1,102,941		
	164.9	\$ 1,095,588	113.2	\$ 1,095,588		
	164.8	\$ 1,088,235	113.3	\$ 1,088,235		
	164.7	\$ 1,080,882	113.4	\$ 1,080,882		
	164.6	\$ 1,073,529	113.5	\$ 1,073,529		
	164.5	\$ 1,066,177	113.6	\$ 1,066,177		
	164.4	\$ 1,058,824	113.7	\$ 1,058,824		
	164.3	\$ 1,051,471	113.8	\$ 1,051,471		
	164.2	\$ 1,044,118	113.9	\$ 1,044,118		
	164.1	\$ 1,036,765	114.0	\$ 1,036,765		
	164.0	\$ 1,029,412	114.1	\$ 1,029,412		
	163.9	\$ 1,022,059	114.2	\$ 1,022,059		
	163.8	\$ 1,014,706	114.3	\$ 1,014,706		

SAIDI excluding MEDs			SAIDI excluding MEDs		
	Penalty		Incentive		
163.7	\$ 1,007,353	114.4	\$ 1,007,353		
163.6	\$ 1,000,000	114.5	\$ 1,000,000		
163.5	\$ 992,647	114.6	\$ 992,647		
163.4	\$ 985,294	114.7	\$ 985,294		
163.3	\$ 977,941	114.8	\$ 977,941		
163.2	\$ 970,588	114.9	\$ 970,588		
163.1	\$ 963,235	115.0	\$ 963,235		
163.0	\$ 955,882	115.1	\$ 955,882		
162.9	\$ 948,530	115.2	\$ 948,530		
162.8	\$ 941,177	115.3	\$ 941,177		
162.7	\$ 933,824	115.4	\$ 933,824		
162.6	\$ 926,471	115.5	\$ 926,471		
162.5	\$ 919,118	115.6	\$ 919,118		
162.4	\$ 911,765	115.7	\$ 911,765		
162.3	\$ 904,412	115.8	\$ 904,412		
162.2	\$ 897,059	115.9	\$ 897,059		
162.1	\$ 889,706	116.0	\$ 889,706		
162.0	\$ 882,353	116.1	\$ 882,353		
161.9	\$ 875,000	116.2	\$ 875,000		
161.8	\$ 867,647	116.3	\$ 867,647		
161.7	\$ 860,294	116.4	\$ 860,294		
161.6	\$ 852,941	116.5	\$ 852,941		
161.5	\$ 845,588	116.6	\$ 845,588		
161.4	\$ 838,235	116.7	\$ 838,235		
161.3	\$ 830,882	116.8	\$ 830,882		
161.2	\$ 823,530	116.9	\$ 823,530		
161.1	\$ 816,177	117.0	\$ 816,177		
161.0	\$ 808,824	117.1	\$ 808,824		
160.9	\$ 801,471	117.2	\$ 801,471		
160.8	\$ 794,118	117.3	\$ 794,118		
160.7	\$ 786,765	117.4	\$ 786,765		
160.6	\$ 779,412	117.5	\$ 779,412		
160.5	\$ 772,059	117.6	\$ 772,059		
160.4	\$ 764,706	117.7	\$ 764,706		
160.3	\$ 757,353	117.8	\$ 757,353		
160.2	\$ 750,000	117.9	\$ 750,000		
160.1	\$ 742,647	118.0	\$ 742,647		
160.0	\$ 735,294	118.1	\$ 735,294		
159.9	\$ 727,941	118.2	\$ 727,941		
159.8	\$ 720,588	118.3	\$ 720,588		
159.7	\$ 713,235	118.4	\$ 713,235		
159.6	\$ 705,882	118.5	\$ 705,882		
159.5	\$ 698,530	118.6	\$ 698,530		
159.4	\$ 691,177	118.7	\$ 691,177		
159.3	\$ 683,824	118.8	\$ 683,824		
159.2	\$ 676,471	118.9	\$ 676,471		
159.1	\$ 669,118	119.0	\$ 669,118		
159.0	\$ 661,765	119.1	\$ 661,765		
158.9	\$ 654,412	119.2	\$ 654,412		
158.8	\$ 647,059	119.3	\$ 647,059		
158.7	\$ 639,706	119.4	\$ 639,706		
158.6	\$ 632,353	119.5	\$ 632,353		
158.5	\$ 625,000	119.6	\$ 625,000		
158.4	\$ 617,647	119.7	\$ 617,647		
158.3	\$ 610,294	119.8	\$ 610,294		
158.2	\$ 602,941	119.9	\$ 602,941		
158.1	\$ 595,588	120.0	\$ 595,588		
158.0	\$ 588,235	120.1	\$ 588,235		
157.9	\$ 580,883	120.2	\$ 580,883		
157.8	\$ 573,530	120.3	\$ 573,530		
157.7	\$ 566,177	120.4	\$ 566,177		
157.6	\$ 558,824	120.5	\$ 558,824		
157.5	\$ 551,471	120.6	\$ 551,471		
157.4	\$ 544,118	120.7	\$ 544,118		
157.3	\$ 536,765	120.8	\$ 536,765		
157.2	\$ 529,412	120.9	\$ 529,412		
157.1	\$ 522,059	121.0	\$ 522,059		

SAIDI excluding MEDs		Penalty	SAIDI excluding MEDs		Incentive
	157.0	\$ 514,706		121.1	\$ 514,706
	156.9	\$ 507,353		121.2	\$ 507,353
	156.8	\$ 500,000		121.3	\$ 500,000
	156.7	\$ 492,647		121.4	\$ 492,647
	156.6	\$ 485,294		121.5	\$ 485,294
	156.5	\$ 477,941		121.6	\$ 477,941
	156.4	\$ 470,588		121.7	\$ 470,588
	156.3	\$ 463,235		121.8	\$ 463,235
	156.2	\$ 455,883		121.9	\$ 455,883
	156.1	\$ 448,530		122.0	\$ 448,530
	156.0	\$ 441,177		122.1	\$ 441,177
	155.9	\$ 433,824		122.2	\$ 433,824
	155.8	\$ 426,471		122.3	\$ 426,471
	155.7	\$ 419,118		122.4	\$ 419,118
	155.6	\$ 411,765		122.5	\$ 411,765
	155.5	\$ 404,412		122.6	\$ 404,412
	155.4	\$ 397,059		122.7	\$ 397,059
	155.3	\$ 389,706		122.8	\$ 389,706
	155.2	\$ 382,353		122.9	\$ 382,353
	155.1	\$ 375,000		123.0	\$ 375,000
	155.0	\$ 367,647		123.1	\$ 367,647
	154.9	\$ 360,294		123.2	\$ 360,294
	154.8	\$ 352,941		123.3	\$ 352,941
	154.7	\$ 345,588		123.4	\$ 345,588
	154.6	\$ 338,235		123.5	\$ 338,235
	154.5	\$ 330,883		123.6	\$ 330,883
	154.4	\$ 323,530		123.7	\$ 323,530
	154.3	\$ 316,177		123.8	\$ 316,177
	154.2	\$ 308,824		123.9	\$ 308,824
	154.1	\$ 301,471		124.0	\$ 301,471
	154.0	\$ 294,118		124.1	\$ 294,118
	153.9	\$ 286,765		124.2	\$ 286,765
	153.8	\$ 279,412		124.3	\$ 279,412
	153.7	\$ 272,059		124.4	\$ 272,059
	153.6	\$ 264,706		124.5	\$ 264,706
	153.5	\$ 257,353		124.6	\$ 257,353
	153.4	\$ 250,000		124.7	\$ 250,000
	153.3	\$ 242,647		124.8	\$ 242,647
	153.2	\$ 235,294		124.9	\$ 235,294
	153.1	\$ 227,941		125.0	\$ 227,941
	153.0	\$ 220,588		125.1	\$ 220,588
	152.9	\$ 213,236		125.2	\$ 213,236
	152.8	\$ 205,883		125.3	\$ 205,883
	152.7	\$ 198,530		125.4	\$ 198,530
	152.6	\$ 191,177		125.5	\$ 191,177
	152.5	\$ 183,824		125.6	\$ 183,824
	152.4	\$ 176,471		125.7	\$ 176,471
	152.3	\$ 169,118		125.8	\$ 169,118
	152.2	\$ 161,765		125.9	\$ 161,765
	152.1	\$ 154,412		126.0	\$ 154,412
	152.0	\$ 147,059		126.1	\$ 147,059
	151.9	\$ 139,706		126.2	\$ 139,706
	151.8	\$ 132,353		126.3	\$ 132,353
	151.7	\$ 125,000		126.4	\$ 125,000
	151.6	\$ 117,647		126.5	\$ 117,647
	151.5	\$ 110,294		126.6	\$ 110,294
	151.4	\$ 102,941		126.7	\$ 102,941
	151.3	\$ 95,588		126.8	\$ 95,588
	151.2	\$ 88,236		126.9	\$ 88,236
	151.1	\$ 80,883		127.0	\$ 80,883
	151.0	\$ 73,530		127.1	\$ 73,530
	150.9	\$ 66,177		127.2	\$ 66,177
	150.8	\$ 58,824		127.3	\$ 58,824
	150.7	\$ 51,471		127.4	\$ 51,471
	150.6	\$ 44,118		127.5	\$ 44,118
	150.5	\$ 36,765		127.6	\$ 36,765
	150.4	\$ 29,412		127.7	\$ 29,412

SAIDI excluding MEDs			SAIDI excluding MEDs		
	Penalty		Incentive		
	150.3 \$	22,059	127.8 \$	22,059	
	150.2 \$	14,706	127.9 \$	14,706	
	150.1 \$	7,353	128.0 \$	7,353	
Minimum Penalty Level	150.0 \$	0	Minimum Incentive Level	128.1 \$	0

Maximum Penalty Level	All-weather SAIDI		Maximum Incentive Level	All-weather SAIDI		Incentive	
	SAIDI	Penalty		SAIDI	Incentive		
	1031.9	\$ 1,500,000		237.9	\$ 1,500,000		\$1,500,000 / 262 scaling points =
	1031	\$ 1,494,275		239	\$ 1,494,275		\$5,725.19 decrement for both Penalty and Incentive
	1030	\$ 1,488,550		240	\$ 1,488,550		
	1029	\$ 1,482,824		241	\$ 1,482,824		
	1028	\$ 1,477,099		242	\$ 1,477,099		
	1027	\$ 1,471,374		243	\$ 1,471,374		
	1026	\$ 1,465,649		244	\$ 1,465,649		
	1025	\$ 1,459,924		245	\$ 1,459,924		
	1024	\$ 1,454,198		246	\$ 1,454,198		
	1023	\$ 1,448,473		247	\$ 1,448,473		
	1022	\$ 1,442,748		248	\$ 1,442,748		
	1021	\$ 1,437,023		249	\$ 1,437,023		
	1020	\$ 1,431,298		250	\$ 1,431,298		
	1019	\$ 1,425,573		251	\$ 1,425,573		
	1018	\$ 1,419,847		252	\$ 1,419,847		
	1017	\$ 1,414,122		253	\$ 1,414,122		
	1016	\$ 1,408,397		254	\$ 1,408,397		
	1015	\$ 1,402,672		255	\$ 1,402,672		
	1014	\$ 1,396,947		256	\$ 1,396,947		
	1013	\$ 1,391,221		257	\$ 1,391,221		
	1012	\$ 1,385,496		258	\$ 1,385,496		
	1011	\$ 1,379,771		259	\$ 1,379,771		
	1010	\$ 1,374,046		260	\$ 1,374,046		
	1009	\$ 1,368,321		261	\$ 1,368,321		
	1008	\$ 1,362,595		262	\$ 1,362,595		
	1007	\$ 1,356,870		263	\$ 1,356,870		
	1006	\$ 1,351,145		264	\$ 1,351,145		
	1005	\$ 1,345,420		265	\$ 1,345,420		
	1004	\$ 1,339,695		266	\$ 1,339,695		
	1003	\$ 1,333,969		267	\$ 1,333,969		
	1002	\$ 1,328,244		268	\$ 1,328,244		
	1001	\$ 1,322,519		269	\$ 1,322,519		
	1000	\$ 1,316,794		270	\$ 1,316,794		
	999	\$ 1,311,069		271	\$ 1,311,069		
	998	\$ 1,305,344		272	\$ 1,305,344		
	997	\$ 1,299,618		273	\$ 1,299,618		
	996	\$ 1,293,893		274	\$ 1,293,893		
	995	\$ 1,288,168		275	\$ 1,288,168		
	994	\$ 1,282,443		276	\$ 1,282,443		
	993	\$ 1,276,718		277	\$ 1,276,718		
	992	\$ 1,270,992		278	\$ 1,270,992		
	991	\$ 1,265,267		279	\$ 1,265,267		
	990	\$ 1,259,542		280	\$ 1,259,542		
	989	\$ 1,253,817		281	\$ 1,253,817		
	988	\$ 1,248,092		282	\$ 1,248,092		
	987	\$ 1,242,366		283	\$ 1,242,366		
	986	\$ 1,236,641		284	\$ 1,236,641		
	985	\$ 1,230,916		285	\$ 1,230,916		
	984	\$ 1,225,191		286	\$ 1,225,191		
	983	\$ 1,219,466		287	\$ 1,219,466		
	982	\$ 1,213,741		288	\$ 1,213,741		
	981	\$ 1,208,015		289	\$ 1,208,015		
	980	\$ 1,202,290		290	\$ 1,202,290		
	979	\$ 1,196,565		291	\$ 1,196,565		
	978	\$ 1,190,840		292	\$ 1,190,840		
	977	\$ 1,185,115		293	\$ 1,185,115		
	976	\$ 1,179,389		294	\$ 1,179,389		
	975	\$ 1,173,664		295	\$ 1,173,664		
	974	\$ 1,167,939		296	\$ 1,167,939		
	973	\$ 1,162,214		297	\$ 1,162,214		
	972	\$ 1,156,489		298	\$ 1,156,489		
	971	\$ 1,150,763		299	\$ 1,150,763		
	970	\$ 1,145,038		300	\$ 1,145,038		
	969	\$ 1,139,313		301	\$ 1,139,313		
	968	\$ 1,133,588		302	\$ 1,133,588		
	967	\$ 1,127,863		303	\$ 1,127,863		
	966	\$ 1,122,137		304	\$ 1,122,137		
	965	\$ 1,116,412		305	\$ 1,116,412		

All-weather		All-weather	
SAIDI	Penalty	SAIDI	Incentive
964	\$ 1,110,687	306	\$ 1,110,687
963	\$ 1,104,962	307	\$ 1,104,962
962	\$ 1,099,237	308	\$ 1,099,237
961	\$ 1,093,512	309	\$ 1,093,512
960	\$ 1,087,786	310	\$ 1,087,786
959	\$ 1,082,061	311	\$ 1,082,061
958	\$ 1,076,336	312	\$ 1,076,336
957	\$ 1,070,611	313	\$ 1,070,611
956	\$ 1,064,886	314	\$ 1,064,886
955	\$ 1,059,160	315	\$ 1,059,160
954	\$ 1,053,435	316	\$ 1,053,435
953	\$ 1,047,710	317	\$ 1,047,710
952	\$ 1,041,985	318	\$ 1,041,985
951	\$ 1,036,260	319	\$ 1,036,260
950	\$ 1,030,534	320	\$ 1,030,534
949	\$ 1,024,809	321	\$ 1,024,809
948	\$ 1,019,084	322	\$ 1,019,084
947	\$ 1,013,359	323	\$ 1,013,359
946	\$ 1,007,634	324	\$ 1,007,634
945	\$ 1,001,908	325	\$ 1,001,908
944	\$ 996,183	326	\$ 996,183
943	\$ 990,458	327	\$ 990,458
942	\$ 984,733	328	\$ 984,733
941	\$ 979,008	329	\$ 979,008
940	\$ 973,283	330	\$ 973,283
939	\$ 967,557	331	\$ 967,557
938	\$ 961,832	332	\$ 961,832
937	\$ 956,107	333	\$ 956,107
936	\$ 950,382	334	\$ 950,382
935	\$ 944,657	335	\$ 944,657
934	\$ 938,931	336	\$ 938,931
933	\$ 933,206	337	\$ 933,206
932	\$ 927,481	338	\$ 927,481
931	\$ 921,756	339	\$ 921,756
930	\$ 916,031	340	\$ 916,031
929	\$ 910,305	341	\$ 910,305
928	\$ 904,580	342	\$ 904,580
927	\$ 898,855	343	\$ 898,855
926	\$ 893,130	344	\$ 893,130
925	\$ 887,405	345	\$ 887,405
924	\$ 881,679	346	\$ 881,679
923	\$ 875,954	347	\$ 875,954
922	\$ 870,229	348	\$ 870,229
921	\$ 864,504	349	\$ 864,504
920	\$ 858,779	350	\$ 858,779
919	\$ 853,054	351	\$ 853,054
918	\$ 847,328	352	\$ 847,328
917	\$ 841,603	353	\$ 841,603
916	\$ 835,878	354	\$ 835,878
915	\$ 830,153	355	\$ 830,153
914	\$ 824,428	356	\$ 824,428
913	\$ 818,702	357	\$ 818,702
912	\$ 812,977	358	\$ 812,977
911	\$ 807,252	359	\$ 807,252
910	\$ 801,527	360	\$ 801,527
909	\$ 795,802	361	\$ 795,802
908	\$ 790,076	362	\$ 790,076
907	\$ 784,351	363	\$ 784,351
906	\$ 778,626	364	\$ 778,626
905	\$ 772,901	365	\$ 772,901
904	\$ 767,176	366	\$ 767,176
903	\$ 761,450	367	\$ 761,450
902	\$ 755,725	368	\$ 755,725
901	\$ 750,000	369	\$ 750,000
900	\$ 744,275	370	\$ 744,275
899	\$ 738,550	371	\$ 738,550
898	\$ 732,825	372	\$ 732,825
897	\$ 727,099	373	\$ 727,099

All-weather SAIDI		Penalty	All-weather SAIDI		Incentive
896	\$	721,374	374	\$	721,374
895	\$	715,649	375	\$	715,649
894	\$	709,924	376	\$	709,924
893	\$	704,199	377	\$	704,199
892	\$	698,473	378	\$	698,473
891	\$	692,748	379	\$	692,748
890	\$	687,023	380	\$	687,023
889	\$	681,298	381	\$	681,298
888	\$	675,573	382	\$	675,573
887	\$	669,847	383	\$	669,847
886	\$	664,122	384	\$	664,122
885	\$	658,397	385	\$	658,397
884	\$	652,672	386	\$	652,672
883	\$	646,947	387	\$	646,947
882	\$	641,222	388	\$	641,222
881	\$	635,496	389	\$	635,496
880	\$	629,771	390	\$	629,771
879	\$	624,046	391	\$	624,046
878	\$	618,321	392	\$	618,321
877	\$	612,596	393	\$	612,596
876	\$	606,870	394	\$	606,870
875	\$	601,145	395	\$	601,145
874	\$	595,420	396	\$	595,420
873	\$	589,695	397	\$	589,695
872	\$	583,970	398	\$	583,970
871	\$	578,244	399	\$	578,244
870	\$	572,519	400	\$	572,519
869	\$	566,794	401	\$	566,794
868	\$	561,069	402	\$	561,069
867	\$	555,344	403	\$	555,344
866	\$	549,618	404	\$	549,618
865	\$	543,893	405	\$	543,893
864	\$	538,168	406	\$	538,168
863	\$	532,443	407	\$	532,443
862	\$	526,718	408	\$	526,718
861	\$	520,993	409	\$	520,993
860	\$	515,267	410	\$	515,267
859	\$	509,542	411	\$	509,542
858	\$	503,817	412	\$	503,817
857	\$	498,092	413	\$	498,092
856	\$	492,367	414	\$	492,367
855	\$	486,641	415	\$	486,641
854	\$	480,916	416	\$	480,916
853	\$	475,191	417	\$	475,191
852	\$	469,466	418	\$	469,466
851	\$	463,741	419	\$	463,741
850	\$	458,015	420	\$	458,015
849	\$	452,290	421	\$	452,290
848	\$	446,565	422	\$	446,565
847	\$	440,840	423	\$	440,840
846	\$	435,115	424	\$	435,115
845	\$	429,389	425	\$	429,389
844	\$	423,664	426	\$	423,664
843	\$	417,939	427	\$	417,939
842	\$	412,214	428	\$	412,214
841	\$	406,489	429	\$	406,489
840	\$	400,764	430	\$	400,764
839	\$	395,038	431	\$	395,038
838	\$	389,313	432	\$	389,313
837	\$	383,588	433	\$	383,588
836	\$	377,863	434	\$	377,863
835	\$	372,138	435	\$	372,138
834	\$	366,412	436	\$	366,412
833	\$	360,687	437	\$	360,687
832	\$	354,962	438	\$	354,962
831	\$	349,237	439	\$	349,237
830	\$	343,512	440	\$	343,512
829	\$	337,786	441	\$	337,786

All-weather SAIDI		Penalty	All-weather SAIDI		Incentive
828	\$	332,061	442	\$	332,061
827	\$	326,336	443	\$	326,336
826	\$	320,611	444	\$	320,611
825	\$	314,886	445	\$	314,886
824	\$	309,160	446	\$	309,160
823	\$	303,435	447	\$	303,435
822	\$	297,710	448	\$	297,710
821	\$	291,985	449	\$	291,985
820	\$	286,260	450	\$	286,260
819	\$	280,535	451	\$	280,535
818	\$	274,809	452	\$	274,809
817	\$	269,084	453	\$	269,084
816	\$	263,359	454	\$	263,359
815	\$	257,634	455	\$	257,634
814	\$	251,909	456	\$	251,909
813	\$	246,183	457	\$	246,183
812	\$	240,458	458	\$	240,458
811	\$	234,733	459	\$	234,733
810	\$	229,008	460	\$	229,008
809	\$	223,283	461	\$	223,283
808	\$	217,557	462	\$	217,557
807	\$	211,832	463	\$	211,832
806	\$	206,107	464	\$	206,107
805	\$	200,382	465	\$	200,382
804	\$	194,657	466	\$	194,657
803	\$	188,931	467	\$	188,931
802	\$	183,206	468	\$	183,206
801	\$	177,481	469	\$	177,481
800	\$	171,756	470	\$	171,756
799	\$	166,031	471	\$	166,031
798	\$	160,306	472	\$	160,306
797	\$	154,580	473	\$	154,580
796	\$	148,855	474	\$	148,855
795	\$	143,130	475	\$	143,130
794	\$	137,405	476	\$	137,405
793	\$	131,680	477	\$	131,680
792	\$	125,954	478	\$	125,954
791	\$	120,229	479	\$	120,229
790	\$	114,504	480	\$	114,504
789	\$	108,779	481	\$	108,779
788	\$	103,054	482	\$	103,054
787	\$	97,328	483	\$	97,328
786	\$	91,603	484	\$	91,603
785	\$	85,878	485	\$	85,878
784	\$	80,153	486	\$	80,153
783	\$	74,428	487	\$	74,428
782	\$	68,703	488	\$	68,703
781	\$	62,977	489	\$	62,977
780	\$	57,252	490	\$	57,252
779	\$	51,527	491	\$	51,527
778	\$	45,802	492	\$	45,802
777	\$	40,077	493	\$	40,077
776	\$	34,351	494	\$	34,351
775	\$	28,626	495	\$	28,626
774	\$	22,901	496	\$	22,901
773	\$	17,176	497	\$	17,176
772	\$	11,451	498	\$	11,451
771	\$	5,725	499	\$	5,725
Minimum Penalty Level	769.8	\$ 0	Minimum Incentive Level	500	\$ 0

48-Hour Catastrophic			48-Hour Catastrophic			
Maximum Penalty Amount	Storm Response	Penalty	Maximum Incentive Amount	Storm Response	Incentive	
	80.0%	\$ 2,500,000		100.0%	\$ 2,500,000	\$2,500,000 / 101 scaling points from 80% to 90% =
	80.1%	\$ 2,475,248		99.9%	\$ 2,475,000	\$24,752.48 decrement for Penalty
	80.2%	\$ 2,450,495		99.8%	\$ 2,450,000	\$2,500,000 / 100 scaling points from 90.1% to 100% =
	80.3%	\$ 2,425,743		99.7%	\$ 2,425,000	\$25,000 decrement for Incentive
	80.4%	\$ 2,400,990		99.6%	\$ 2,400,000	
	80.5%	\$ 2,376,238		99.5%	\$ 2,375,000	
	80.6%	\$ 2,351,485		99.4%	\$ 2,350,000	
	80.7%	\$ 2,326,733		99.3%	\$ 2,325,000	
	80.8%	\$ 2,301,980		99.2%	\$ 2,300,000	
	80.9%	\$ 2,277,228		99.1%	\$ 2,275,000	
	81.0%	\$ 2,252,475		99.0%	\$ 2,250,000	
	81.1%	\$ 2,227,723		98.9%	\$ 2,225,000	
	81.2%	\$ 2,202,970		98.8%	\$ 2,200,000	
	81.3%	\$ 2,178,218		98.7%	\$ 2,175,000	
	81.4%	\$ 2,153,465		98.6%	\$ 2,150,000	
	81.5%	\$ 2,128,713		98.5%	\$ 2,125,000	
	81.6%	\$ 2,103,960		98.4%	\$ 2,100,000	
	81.7%	\$ 2,079,208		98.3%	\$ 2,075,000	
	81.8%	\$ 2,054,455		98.2%	\$ 2,050,000	
	81.9%	\$ 2,029,703		98.1%	\$ 2,025,000	
	82.0%	\$ 2,004,950		98.0%	\$ 2,000,000	
	82.1%	\$ 1,980,198		97.9%	\$ 1,975,000	
	82.2%	\$ 1,955,445		97.8%	\$ 1,950,000	
	82.3%	\$ 1,930,693		97.7%	\$ 1,925,000	
	82.4%	\$ 1,905,940		97.6%	\$ 1,900,000	
	82.5%	\$ 1,881,188		97.5%	\$ 1,875,000	
	82.6%	\$ 1,856,436		97.4%	\$ 1,850,000	
	82.7%	\$ 1,831,683		97.3%	\$ 1,825,000	
	82.8%	\$ 1,806,931		97.2%	\$ 1,800,000	
	82.9%	\$ 1,782,178		97.1%	\$ 1,775,000	
	83.0%	\$ 1,757,426		97.0%	\$ 1,750,000	
	83.1%	\$ 1,732,673		96.9%	\$ 1,725,000	
	83.2%	\$ 1,707,921		96.8%	\$ 1,700,000	
	83.3%	\$ 1,683,168		96.7%	\$ 1,675,000	
	83.4%	\$ 1,658,416		96.6%	\$ 1,650,000	
	83.5%	\$ 1,633,663		96.5%	\$ 1,625,000	
	83.6%	\$ 1,608,911		96.4%	\$ 1,600,000	
	83.7%	\$ 1,584,158		96.3%	\$ 1,575,000	
	83.8%	\$ 1,559,406		96.2%	\$ 1,550,000	
	83.9%	\$ 1,534,653		96.1%	\$ 1,525,000	
	84.0%	\$ 1,509,901		96.0%	\$ 1,500,000	
	84.1%	\$ 1,485,148		95.9%	\$ 1,475,000	
	84.2%	\$ 1,460,396		95.8%	\$ 1,450,000	
	84.3%	\$ 1,435,643		95.7%	\$ 1,425,000	
	84.4%	\$ 1,410,891		95.6%	\$ 1,400,000	
	84.5%	\$ 1,386,138		95.5%	\$ 1,375,000	
	84.6%	\$ 1,361,386		95.4%	\$ 1,350,000	
	84.7%	\$ 1,336,633		95.3%	\$ 1,325,000	
	84.8%	\$ 1,311,881		95.2%	\$ 1,300,000	
	84.9%	\$ 1,287,128		95.1%	\$ 1,275,000	
	85.0%	\$ 1,262,376		95.0%	\$ 1,250,000	
	85.1%	\$ 1,237,624		94.9%	\$ 1,225,000	
	85.2%	\$ 1,212,871		94.8%	\$ 1,200,000	
	85.3%	\$ 1,188,119		94.7%	\$ 1,175,000	
	85.4%	\$ 1,163,366		94.6%	\$ 1,150,000	
	85.5%	\$ 1,138,614		94.5%	\$ 1,125,000	
	85.6%	\$ 1,113,861		94.4%	\$ 1,100,000	
	85.7%	\$ 1,089,109		94.3%	\$ 1,075,000	
	85.8%	\$ 1,064,356		94.2%	\$ 1,050,000	
	85.9%	\$ 1,039,604		94.1%	\$ 1,025,000	
	86.0%	\$ 1,014,851		94.0%	\$ 1,000,000	
	86.1%	\$ 990,099		93.9%	\$ 975,000	
	86.2%	\$ 965,346		93.8%	\$ 950,000	
	86.3%	\$ 940,594		93.7%	\$ 925,000	
	86.4%	\$ 915,841		93.6%	\$ 900,000	
	86.5%	\$ 891,089		93.5%	\$ 875,000	
	86.6%	\$ 866,336		93.4%	\$ 850,000	
	86.7%	\$ 841,584		93.3%	\$ 825,000	
	86.8%	\$ 816,831		93.2%	\$ 800,000	
	86.9%	\$ 792,079		93.1%	\$ 775,000	
	87.0%	\$ 767,326		93.0%	\$ 750,000	
	87.1%	\$ 742,574		92.9%	\$ 725,000	
	87.2%	\$ 717,821		92.8%	\$ 700,000	
	87.3%	\$ 693,069		92.7%	\$ 675,000	
	87.4%	\$ 668,316		92.6%	\$ 650,000	
	87.5%	\$ 643,564		92.5%	\$ 625,000	
	87.6%	\$ 618,812		92.4%	\$ 600,000	

48-Hour Catastrophic

Storm Response	Penalty
87.7%	\$ 594,059
87.8%	\$ 569,307
87.9%	\$ 544,554
88.0%	\$ 519,802
88.1%	\$ 495,049
88.2%	\$ 470,297
88.3%	\$ 445,544
88.4%	\$ 420,792
88.5%	\$ 396,039
88.6%	\$ 371,287
88.7%	\$ 346,534
88.8%	\$ 321,782
88.9%	\$ 297,029
89.0%	\$ 272,277
89.1%	\$ 247,524
89.2%	\$ 222,772
89.3%	\$ 198,019
89.4%	\$ 173,267
89.5%	\$ 148,514
89.6%	\$ 123,762
89.7%	\$ 99,009
89.8%	\$ 74,257
89.9%	\$ 49,504
90.0%	\$ 24,752

Minimum Penalty Level

48-Hour Catastrophic

Storm Response	Incentive
92.3%	\$ 575,000
92.2%	\$ 550,000
92.1%	\$ 525,000
92.0%	\$ 500,000
91.9%	\$ 475,000
91.8%	\$ 450,000
91.7%	\$ 425,000
91.6%	\$ 400,000
91.5%	\$ 375,000
91.4%	\$ 350,000
91.3%	\$ 325,000
91.2%	\$ 300,000
91.1%	\$ 275,000
91.0%	\$ 250,000
90.9%	\$ 225,000
90.8%	\$ 200,000
90.7%	\$ 175,000
90.6%	\$ 150,000
90.5%	\$ 125,000
90.4%	\$ 100,000
90.3%	\$ 75,000
90.2%	\$ 50,000
90.1%	\$ 25,000
90.0%	\$ -

Minimum Incentive Level

72-hour Catastrophic Storm Response Penalty			72-hour Catastrophic Storm Response Incentive		
Maximum Penalty Amount	Storm Response	Penalty	Maximum Incentive Amount	Storm Response	Incentive
	85.0%	\$ 2,000,000		100.0%	\$ 2,000,000
	85.1%	\$ 1,980,198		99.9%	\$ 1,960,000
	85.2%	\$ 1,960,396		99.8%	\$ 1,920,000
	85.3%	\$ 1,940,594		99.7%	\$ 1,880,000
	85.4%	\$ 1,920,792		99.6%	\$ 1,840,000
	85.5%	\$ 1,900,990		99.5%	\$ 1,800,000
	85.6%	\$ 1,881,188		99.4%	\$ 1,760,000
	85.7%	\$ 1,861,386		99.3%	\$ 1,720,000
	85.8%	\$ 1,841,584		99.2%	\$ 1,680,000
	85.9%	\$ 1,821,782		99.1%	\$ 1,640,000
	86.0%	\$ 1,801,980		99.0%	\$ 1,600,000
	86.1%	\$ 1,782,178		98.9%	\$ 1,560,000
	86.2%	\$ 1,762,376		98.8%	\$ 1,520,000
	86.3%	\$ 1,742,574		98.7%	\$ 1,480,000
	86.4%	\$ 1,722,772		98.6%	\$ 1,440,000
	86.5%	\$ 1,702,970		98.5%	\$ 1,400,000
	86.6%	\$ 1,683,168		98.4%	\$ 1,360,000
	86.7%	\$ 1,663,366		98.3%	\$ 1,320,000
	86.8%	\$ 1,643,564		98.2%	\$ 1,280,000
	86.9%	\$ 1,623,762		98.1%	\$ 1,240,000
	87.0%	\$ 1,603,960		98.0%	\$ 1,200,000
	87.1%	\$ 1,584,158		97.9%	\$ 1,160,000
	87.2%	\$ 1,564,356		97.8%	\$ 1,120,000
	87.3%	\$ 1,544,554		97.7%	\$ 1,080,000
	87.4%	\$ 1,524,752		97.6%	\$ 1,040,000
	87.5%	\$ 1,504,951		97.5%	\$ 1,000,000
	87.6%	\$ 1,485,149		97.4%	\$ 960,000
	87.7%	\$ 1,465,347		97.3%	\$ 920,000
	87.8%	\$ 1,445,545		97.2%	\$ 880,000
	87.9%	\$ 1,425,743		97.1%	\$ 840,000
	88.0%	\$ 1,405,941		97.0%	\$ 800,000
	88.1%	\$ 1,386,139		96.9%	\$ 760,000
	88.2%	\$ 1,366,337		96.8%	\$ 720,000
	88.3%	\$ 1,346,535		96.7%	\$ 680,000
	88.4%	\$ 1,326,733		96.6%	\$ 640,000
	88.5%	\$ 1,306,931		96.5%	\$ 600,000
	88.6%	\$ 1,287,129		96.4%	\$ 560,000
	88.7%	\$ 1,267,327		96.3%	\$ 520,000
	88.8%	\$ 1,247,525		96.2%	\$ 480,000
	88.9%	\$ 1,227,723		96.1%	\$ 440,000
	89.0%	\$ 1,207,921		96.0%	\$ 400,000
	89.1%	\$ 1,188,119		95.9%	\$ 360,000
	89.2%	\$ 1,168,317		95.8%	\$ 320,000
	89.3%	\$ 1,148,515		95.7%	\$ 280,000
	89.4%	\$ 1,128,713		95.6%	\$ 240,000
	89.5%	\$ 1,108,911		95.5%	\$ 200,000
	89.6%	\$ 1,089,109		95.4%	\$ 160,000
	89.7%	\$ 1,069,307		95.3%	\$ 120,000
	89.8%	\$ 1,049,505		95.2%	\$ 80,000
	89.9%	\$ 1,029,703		95.1%	\$ 40,000
	90.0%	\$ 1,009,901		95.0%	\$ -
	90.1%	\$ 990,099	Minimum Incentive Level		
	90.2%	\$ 970,297			
	90.3%	\$ 950,495			
	90.4%	\$ 930,693			
	90.5%	\$ 910,891			
	90.6%	\$ 891,089			
	90.7%	\$ 871,287			
	90.8%	\$ 851,485			
	90.9%	\$ 831,683			
	91.0%	\$ 811,881			
	91.1%	\$ 792,079			
	91.2%	\$ 772,277			
	91.3%	\$ 752,475			
	91.4%	\$ 732,673			
	91.5%	\$ 712,871			
	91.6%	\$ 693,069			
	91.7%	\$ 673,267			
	91.8%	\$ 653,465			
	91.9%	\$ 633,663			
	92.0%	\$ 613,861			
	92.1%	\$ 594,059			
	92.2%	\$ 574,257			
	92.3%	\$ 554,455			
	92.4%	\$ 534,653			
	92.5%	\$ 514,852			
	92.6%	\$ 495,050			
	92.7%	\$ 475,248			

\$2,000,000 / 101 scaling points from 85% to 95% =  
\$19,801.98 decrement for Penalty  
\$2,000,000 / 50 scaling points from 95.1% to 100% =  
\$40,000 decrement for Incentive

72-hour Catastrophic

Storm Response	Penalty
92.8%	\$ 455,446
92.9%	\$ 435,644
93.0%	\$ 415,842
93.1%	\$ 396,040
93.2%	\$ 376,238
93.3%	\$ 356,436
93.4%	\$ 336,634
93.5%	\$ 316,832
93.6%	\$ 297,030
93.7%	\$ 277,228
93.8%	\$ 257,426
93.9%	\$ 237,624
94.0%	\$ 217,822
94.1%	\$ 198,020
94.2%	\$ 178,218
94.3%	\$ 158,416
94.4%	\$ 138,614
94.5%	\$ 118,812
94.6%	\$ 99,010
94.7%	\$ 79,208
94.8%	\$ 59,406
94.9%	\$ 39,604
95.0%	\$ 19,802

Minimum Penatly Level

72-hour Catastrophic

Storm Response	Incentive
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24-Hour Gray Sky			24-Hour Gray Sky			
	Response	Penalty		Response	Incentive	
Maximum Penalty Amount	80.0%	\$ 1,000,000	Maximum Incentive Amount	100.0%	\$ 1,000,000	\$1,000,000 / 101 scaling points from 0% to 90% =
	80.1%	\$ 990,099		99.9%	\$ 990,000	\$9,900.99 decrement for Penalty
	80.2%	\$ 980,198		99.8%	\$ 980,000	\$1,000,000 / 100 scaling points from 90.1% to 100% =
	80.3%	\$ 970,297		99.7%	\$ 970,000	\$10,000 decrement for Incentive
	80.4%	\$ 960,396		99.6%	\$ 960,000	
	80.5%	\$ 950,495		99.5%	\$ 950,000	
	80.6%	\$ 940,594		99.4%	\$ 940,000	
	80.7%	\$ 930,693		99.3%	\$ 930,000	
	80.8%	\$ 920,792		99.2%	\$ 920,000	
	80.9%	\$ 910,891		99.1%	\$ 910,000	
	81.0%	\$ 900,990		99.0%	\$ 900,000	
	81.1%	\$ 891,089		98.9%	\$ 890,000	
	81.2%	\$ 881,188		98.8%	\$ 880,000	
	81.3%	\$ 871,287		98.7%	\$ 870,000	
	81.4%	\$ 861,386		98.6%	\$ 860,000	
	81.5%	\$ 851,485		98.5%	\$ 850,000	
	81.6%	\$ 841,584		98.4%	\$ 840,000	
	81.7%	\$ 831,683		98.3%	\$ 830,000	
	81.8%	\$ 821,782		98.2%	\$ 820,000	
	81.9%	\$ 811,881		98.1%	\$ 810,000	
	82.0%	\$ 801,980		98.0%	\$ 800,000	
	82.1%	\$ 792,079		97.9%	\$ 790,000	
	82.2%	\$ 782,178		97.8%	\$ 780,000	
	82.3%	\$ 772,277		97.7%	\$ 770,000	
	82.4%	\$ 762,376		97.6%	\$ 760,000	
	82.5%	\$ 752,475		97.5%	\$ 750,000	
	82.6%	\$ 742,574		97.4%	\$ 740,000	
	82.7%	\$ 732,673		97.3%	\$ 730,000	
	82.8%	\$ 722,772		97.2%	\$ 720,000	
	82.9%	\$ 712,871		97.1%	\$ 710,000	
	83.0%	\$ 702,970		97.0%	\$ 700,000	
	83.1%	\$ 693,069		96.9%	\$ 690,000	
	83.2%	\$ 683,168		96.8%	\$ 680,000	
	83.3%	\$ 673,267		96.7%	\$ 670,000	
	83.4%	\$ 663,366		96.6%	\$ 660,000	
	83.5%	\$ 653,465		96.5%	\$ 650,000	
	83.6%	\$ 643,564		96.4%	\$ 640,000	
	83.7%	\$ 633,663		96.3%	\$ 630,000	
	83.8%	\$ 623,762		96.2%	\$ 620,000	
	83.9%	\$ 613,861		96.1%	\$ 610,000	
	84.0%	\$ 603,960		96.0%	\$ 600,000	
	84.1%	\$ 594,059		95.9%	\$ 590,000	
	84.2%	\$ 584,158		95.8%	\$ 580,000	
	84.3%	\$ 574,257		95.7%	\$ 570,000	
	84.4%	\$ 564,356		95.6%	\$ 560,000	
	84.5%	\$ 554,455		95.5%	\$ 550,000	
	84.6%	\$ 544,554		95.4%	\$ 540,000	
	84.7%	\$ 534,653		95.3%	\$ 530,000	
	84.8%	\$ 524,752		95.2%	\$ 520,000	
	84.9%	\$ 514,851		95.1%	\$ 510,000	
	85.0%	\$ 504,951		95.0%	\$ 500,000	
	85.1%	\$ 495,050		94.9%	\$ 490,000	
	85.2%	\$ 485,149		94.8%	\$ 480,000	
	85.3%	\$ 475,248		94.7%	\$ 470,000	
	85.4%	\$ 465,347		94.6%	\$ 460,000	
	85.5%	\$ 455,446		94.5%	\$ 450,000	
	85.6%	\$ 445,545		94.4%	\$ 440,000	
	85.7%	\$ 435,644		94.3%	\$ 430,000	
	85.8%	\$ 425,743		94.2%	\$ 420,000	
	85.9%	\$ 415,842		94.1%	\$ 410,000	
	86.0%	\$ 405,941		94.0%	\$ 400,000	
	86.1%	\$ 396,040		93.9%	\$ 390,000	
	86.2%	\$ 386,139		93.8%	\$ 380,000	
	86.3%	\$ 376,238		93.7%	\$ 370,000	
	86.4%	\$ 366,337		93.6%	\$ 360,000	
	86.5%	\$ 356,436		93.5%	\$ 350,000	
	86.6%	\$ 346,535		93.4%	\$ 340,000	
	86.7%	\$ 336,634		93.3%	\$ 330,000	
	86.8%	\$ 326,733		93.2%	\$ 320,000	
	86.9%	\$ 316,832		93.1%	\$ 310,000	
	87.0%	\$ 306,931		93.0%	\$ 300,000	
	87.1%	\$ 297,030		92.9%	\$ 290,000	
	87.2%	\$ 287,129		92.8%	\$ 280,000	
	87.3%	\$ 277,228		92.7%	\$ 270,000	
	87.4%	\$ 267,327		92.6%	\$ 260,000	
	87.5%	\$ 257,426		92.5%	\$ 250,000	
	87.6%	\$ 247,525		92.4%	\$ 240,000	
	87.7%	\$ 237,624		92.3%	\$ 230,000	

24-Hour Gray Sky

Response	Penalty
87.8%	\$ 227,723
87.9%	\$ 217,822
88.0%	\$ 207,921
88.1%	\$ 198,020
88.2%	\$ 188,119
88.3%	\$ 178,218
88.4%	\$ 168,317
88.5%	\$ 158,416
88.6%	\$ 148,515
88.7%	\$ 138,614
88.8%	\$ 128,713
88.9%	\$ 118,812
89.0%	\$ 108,911
89.1%	\$ 99,010
89.2%	\$ 89,109
89.3%	\$ 79,208
89.4%	\$ 69,307
89.5%	\$ 59,406
89.6%	\$ 49,505
89.7%	\$ 39,604
89.8%	\$ 29,703
89.9%	\$ 19,802
90.0%	\$ 9,901

Minimum Penalty Level

Minimum Incentive Level

24-Hour Gray Sky

Response	Incentive
92.2%	\$ 220,000
92.1%	\$ 210,000
92.0%	\$ 200,000
91.9%	\$ 190,000
91.8%	\$ 180,000
91.7%	\$ 170,000
91.6%	\$ 160,000
91.5%	\$ 150,000
91.4%	\$ 140,000
91.3%	\$ 130,000
91.2%	\$ 120,000
91.1%	\$ 110,000
91.0%	\$ 100,000
90.9%	\$ 90,000
90.8%	\$ 80,000
90.7%	\$ 70,000
90.6%	\$ 60,000
90.5%	\$ 50,000
90.4%	\$ 40,000
90.3%	\$ 30,000
90.2%	\$ 20,000
90.1%	\$ 10,000
90.0%	\$ -

Maximum Penalty Level	CEMI-4	Penalty	Maximum Incentive Level	CEMI-4	Incentive	
	>=12%	\$ 1,000,000		0.0%	\$ 1,000,000	\$1,000,000 /61 scaling points from 6% to 12% =
	11.9%	\$ 983,607		0.1%	\$ 983,333	\$16,393.44 decrement for Penalty
	11.8%	\$ 967,213		0.2%	\$ 966,667	\$1,000,000 / 60 scaling points from 0% to 5.9% =
	11.7%	\$ 950,820		0.3%	\$ 950,000	\$16,666.67 decrement for Incentive
	11.6%	\$ 934,426		0.4%	\$ 933,333	
	11.5%	\$ 918,033		0.5%	\$ 916,667	
	11.4%	\$ 901,639		0.6%	\$ 900,000	
	11.3%	\$ 885,246		0.7%	\$ 883,333	
	11.2%	\$ 868,852		0.8%	\$ 866,667	
	11.1%	\$ 852,459		0.9%	\$ 850,000	
	11.0%	\$ 836,066		1.0%	\$ 833,333	
	10.9%	\$ 819,672		1.1%	\$ 816,667	
	10.8%	\$ 803,279		1.2%	\$ 800,000	
	10.7%	\$ 786,885		1.3%	\$ 783,333	
	10.6%	\$ 770,492		1.4%	\$ 766,667	
	10.5%	\$ 754,098		1.5%	\$ 750,000	
	10.4%	\$ 737,705		1.6%	\$ 733,333	
	10.3%	\$ 721,312		1.7%	\$ 716,667	
	10.2%	\$ 704,918		1.8%	\$ 700,000	
	10.1%	\$ 688,525		1.9%	\$ 683,333	
	10.0%	\$ 672,131		2.0%	\$ 666,667	
	9.9%	\$ 655,738		2.1%	\$ 650,000	
	9.8%	\$ 639,344		2.2%	\$ 633,333	
	9.7%	\$ 622,951		2.3%	\$ 616,667	
	9.6%	\$ 606,557		2.4%	\$ 600,000	
	9.5%	\$ 590,164		2.5%	\$ 583,333	
	9.4%	\$ 573,771		2.6%	\$ 566,667	
	9.3%	\$ 557,377		2.7%	\$ 550,000	
	9.2%	\$ 540,984		2.8%	\$ 533,333	
	9.1%	\$ 524,590		2.9%	\$ 516,667	
	9.0%	\$ 508,197		3.0%	\$ 500,000	
	8.9%	\$ 491,803		3.1%	\$ 483,333	
	8.8%	\$ 475,410		3.2%	\$ 466,667	
	8.7%	\$ 459,016		3.3%	\$ 450,000	
	8.6%	\$ 442,623		3.4%	\$ 433,333	
	8.5%	\$ 426,230		3.5%	\$ 416,667	
	8.4%	\$ 409,836		3.6%	\$ 400,000	
	8.3%	\$ 393,443		3.7%	\$ 383,333	
	8.2%	\$ 377,049		3.8%	\$ 366,667	
	8.1%	\$ 360,656		3.9%	\$ 350,000	
	8.0%	\$ 344,262		4.0%	\$ 333,333	
	7.9%	\$ 327,869		4.1%	\$ 316,667	
	7.8%	\$ 311,476		4.2%	\$ 300,000	
	7.7%	\$ 295,082		4.3%	\$ 283,333	
	7.6%	\$ 278,689		4.4%	\$ 266,667	
	7.5%	\$ 262,295		4.5%	\$ 250,000	
	7.4%	\$ 245,902		4.6%	\$ 233,333	
	7.3%	\$ 229,508		4.7%	\$ 216,667	
	7.2%	\$ 213,115		4.8%	\$ 200,000	
	7.1%	\$ 196,721		4.9%	\$ 183,333	
	7.0%	\$ 180,328		5.0%	\$ 166,667	
	6.9%	\$ 163,935		5.1%	\$ 150,000	
	6.8%	\$ 147,541		5.2%	\$ 133,333	
	6.7%	\$ 131,148		5.3%	\$ 116,667	
	6.6%	\$ 114,754		5.4%	\$ 100,000	
	6.5%	\$ 98,361		5.5%	\$ 83,333	
	6.4%	\$ 81,967		5.6%	\$ 66,667	
	6.3%	\$ 65,574		5.7%	\$ 50,000	
	6.2%	\$ 49,180		5.8%	\$ 33,333	
	6.1%	\$ 32,787		5.9%	\$ 16,667	
Minimum Penalty Level	6.0%	\$ 16,394	Minimum Incentive Level	6.0%	\$ -	



City of Ann Arbor  
Valerie Jackson  
vjackson@a2gov.org

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Cherie A. R. Shea

Subscribed and sworn to before me  
this **24<sup>th</sup>** day of **November 2025**.

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E. M. Fielder-Attia, Notary Public  
State of Michigan, County of Jackson  
Acting in the County of Eaton  
My Commission Expires: 07-09-2031