

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL



MIKE COX
ATTORNEY GENERAL

6545 MERCANTILE, STE. 15
LANSING, MICHIGAN 48911

August 9, 2010

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
Lansing, MI 48909-7721

***Re: Indiana Michigan Power Company
MPSC Case No. U-16180
Official Exhibits***

Dear Ms. Kunkle:

Attached please find a listing of the Michigan Public Service Commission Staff's official exhibits in Case No. U-16180 that were admitted into the record today without changes. Staff is not re-filing these unchanged exhibits.

Staff is also attaching four additional exhibits/schedules that were admitted into evidence today: Exhibit S-3, Schedule C5.5; Exhibit S-3, Schedules C-3 and C3.4; and Exhibit S-8. As discussed in the hearing, Staff Exhibit S-8 is now paginated.

Sincerely,

Spencer Sattler
Assistant Attorney General
Public Service Division
Telephone: (517) 241-6680

SAS:la

Enc.

c: ALJ Barbara Stump
Parties of Record

Index of Staff's Unchanged Exhibits			
<u>Witness</u>	<u>Staff Exhibit #</u>	<u>Schedule #</u>	<u>Pages</u>
Bankapur	S-4	D1	2
Bankapur	S-4	D4	1
Bankapur	S-4	D5	11
Birkam	S-2	B-4	1
Janssen	S-5	F1	16
Janssen	S-5	F2	46
Jayasheela	S-6	F-3	3
Jayasheela	S-6	F-3.1	1
Jayasheela	S-6	F-3.2	3
Jayasheela & Pung	S-6	F-4	64
Kindschy	S-3	C5.3	1
Kindschy	S-3	C5.4	1
Krause	S-2	B1	1
Krause	S-2	B2	1
Krause	S-2	B3	1
Krause	S-3	C6	1
Krause	S-3	C7	1
Krause	S-3	C11	1
Liu	S-3	C-8	1
Liu	S-3	C-9	3
Katie Morgan	S-7	-----	1
Stosik	S-4	D6	1
Swiderski	S-3	C3.1	1
Swiderski	S-3	C3.2	1
Swiderski	S-3	C3.3	1
Welke	S-1	A1	1
Welke	S-3	C1	1
Welke	S-3	C2	1
Welke	S-3	C5	1
Welke	S-3	C5.1	2
Welke	S-3	C5.2	2

Michigan Public Service Commission
Indiana Michigan Power Company
Response to Staff Audit Request BAW-5(2)

Case No.: U-16180
Witness: Brian Welke
Exhibit: S-3
Schedule: C5.5
Date: 7/1/2010
Page: 1 of 2

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of the Application of INDIANA)
MICHIGAN POWER COMPANY for Authority to) Case No. U-16180
Increase its Rates for the Sale of Electric Energy.)
_____)

Indiana Michigan Power Company (I&M) hereby submits the following
Supplemental Audit Response:

Auditor: Brian Welke
Audit Request: BAW-5

Audit Request

RE: Phone Conversation with Nicholas Nwabueze and Scott Krawec

1. Quantify the impact of staffing reductions and/or employee curtailments discussed affecting the projected test year revenue deficiency. Please show complete formulaic process used in determining the reduction in revenue deficiency.

Response: The severance program allows eligible and interested employees to make their voluntary severance known by the end of April 2010. During May the company will determine whether a volunteer's offer can be accommodated. Also during that same time, volunteers will have an opportunity to rescind their offer. Consequently, it will be mid to late May 2010 before the final determination of voluntary severances will be known. In addition to the voluntary severances, there also will be involuntary severances. Involuntary severances will take place after the determination of voluntary severances. The number of I&M employee severances will not be known until a final determination for voluntary and involuntary severances is made. As a result, it will be the end of June 2010 before I&M has enough information to reasonably quantify the impact of the severance plan. Therefore, a quantitative response to Audit Request BAW-5 is not expected to be possible before mid-July 2010.

Fairly quantifying the impact of the anticipated workforce reductions on the 2010 test year revenue deficiency involves more than calculating a lower O&M expense. For example, this severance program was initiated by the Company in response to the slow economic recovery and lower energy consumption by retail customers. Lower than forecasted energy sales impact forecasted revenue and allocation factors used in this case to calculate the revenue deficiency. Hence, evaluating the impact of the Company's severance program on the projected test year revenue deficiency should also consider the impact of the reduced load that precipitated the severance program.

Setting aside that point, the following describes the formulaic process that could be used to quantify the impact of the severance program on the revenue deficiency in isolation. The impact of the severance program may be quantified by taking into account at least two related aspects of the severance program. First, during 2010 I&M expects to incur costs associated with the severance program not originally forecasted. Second, during 2010 I&M expects to realize lower than forecasted O&M expenses as a result of the severance program.

The formulaic process that could be used in determining the net change in the revenue requirement would be to subtract the allocated share of the projected 2010 severance plan savings from the allocated share of the projected 2010 severance plan costs. To the extent that the allocated share of the projected 2010 severance plan costs exceeds the allocated share of the projected 2010 severance plan savings this would result in an increase in the revenue deficiency. To the extent that the allocated share of the projected 2010 severance plan costs is less than the allocated share of the projected 2010 severance plan savings this would result in a decrease in the revenue deficiency.

Supplemental Response

The following provides the current estimate of the costs and savings associated with the 2010 severance program.

	I&M Exc RTD (000)		Payroll Labor Factor		Michigan Jurisdictional (000)
2010 Severance Cost	\$ 41,149	x	0.1536213	=	\$ 6,321
2010 Severance Savings	\$ 10,057	x	0.1536213	=	\$ 1,545
2010 Net Cost/(Savings)	\$ 31,092				\$ 4,776
Severance Cost - 3 yr Amort	\$ 13,716	x	0.1536213	=	\$ 2,107
Annual Severance Savings Estimate	\$ 17,361	x	0.1536213	=	\$ 2,667
Net Annual Cost/(Savings)	\$ (3,644)				\$ (560)

* Prepared July 21, 2010.

SCHEDULE C-3

Michigan Public Service Commission
Indiana Michigan Power Company
Staff Projected 2010 Test-Year Operating Revenues

Case No: U-16180
Witness: Jayasheela Poornima
Exhibit: S-3
Schedule: C-3
Date: July 1, 2010
Page: 1 of 1

	(a)	(b)	(c)	(d)	(e)	(f)
		Company		Company	Staff Adjustments	Staff
Line	Description	Sales Revenue (2008)	Source	Sales Revenue (2010)		Sales Revenue (2010)
		\$000		\$000	\$000	\$000
1	Operating Revenues					
2	Retail and Firm Sales	1,356,092	A-3, C3	1,517,247	167 *a	1,517,414
3	Interruptible Sales	92,757	A-3, C3	106,889	0	106,889
4	Non-Firm Sales	371,375	A-3, C3	227,701	0	227,701
5	Pool & Interchange Sales	288,038	A-3, C3	359,502	0	359,502
6	Other Operating Revenues	29,923	A-3, C3	33,258	749 *b	34,007
7	Less: Provision for Refund	(33,279) *c	A-3, C3	0		0
8	Total Operating Revenues	<u>2,104,906</u>		<u>2,244,597</u>	<u>916</u>	<u>2,245,513</u>

*a Employee Discounts Direct Assign to MI only

Source: Exhibit S-3, Schedule C-3.4

*b Other Revenues Assoc with Rent, Serv Charges, Discounts

Source: Exhibit S-3, Schedule C-3.1

*c Computational error by the company has been corrected.

SCHEDULE C-3.4

Case No: U-16180
Witness: Jayasheela Poornima
Exhibit: S-3
Schedule: C3.4
Date: July 1, 2010
Page: 1 of 1

Line	Employee Discounts (Mi rate schedules)	
1	Three Rivers	
2	RSW 120	276
3	RS	6,468
4	RSW	28
5	RSW LM TOD	112
6		6,884
7		
8	St. Joseph	
9	RSW-LMWH	3,472
10	RSW-80	353
11	RSW-120	2,133
12	RS	115,653
13	RS-TOD	26,936
14	RS LM TOD	11,619
15		160,166
16		
17	Total	167,050

Source: WP-DMR-116 through 121 residential & employee discount.xls

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of
INDIANA MICHIGAN POWER COMPANY
for authority to increase its rates for the
sale of electric energy.

Case No. **U-16180**
(e-file/paperless)

**MICHIGAN PUBLIC SERVICE COMMISSION STAFF'S
FOURTH DISCOVERY REQUEST TO
INDIANA MICHIGAN POWER COMPANY**

The Staff of the Michigan Public Service Commission, by its attorney, Spencer A. Sattler, and pursuant to R 460.17317 of the Commission Rules of Practice and Procedure and MCR 2.309, MCR 2.310, and MCR 2.312, submits the following interrogatories and request for documents:

INSTRUCTIONS

- A. Each discovery request must be answered separately and fully in writing under oath and should identify the person responsible for the answer.
- B. These requests are continuing and require further and supplemental responses if you receive or generate additional information within the scope of these requests between the time of the original responses and the close of the record in this case.
- C. With respect to any document or communication for which you claim a privilege, identify the document or communication, including the general subject matter, but not the substance, state the privilege involved and also state the factual and legal basis for the privilege.
- D. Please furnish the responses to these requests as soon as possible but in no event later than **14** calendar days of the receipt of this request.

REQUEST FOR PRODUCTION

1. Staff requests that the Indiana Michigan Power Company (I&M) provide a complete set of revised and reformatted tariff sheets that incorporate all the agreed upon changes to date. Specifically, the revised and reformatted tariff sheets should combine I&M's two rate areas (St. Joe and Three Rivers)—in I&M's filing, the rate areas were separated into different sections. Further, the revised and reformatted tariff sheets should combine I&M's proposed Standard Tariffs with I&M's proposed Open Access Distribution Tariffs. Also, the revised and reformatted tariff sheets should reflect any changes resulting from I&M's response to Staff's audit request "LRS-8." Finally, please include an updated Table of Contents and Index with the revised and reformatted tariffs.

Please provide the revised and reformatted tariff sheets in Microsoft Word format.

Respectfully submitted,

**MICHIGAN PUBLIC SERVICE
COMMISSION STAFF**

Spencer A. Sattler (P70524)
Assistant Attorney General
Public Service Division
6545 Mercantile Way, Suite 15
Lansing, MI 48911
Telephone: (517) 241-6680

Dated: June 10, 2010

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of the Application of INDIANA	)	
MICHIGAN POWER COMPANY for Authority to	)	Case No. U-16180
Increase its Rates for the Sale of Electric Energy.	)	
_____	)	

INDIANA MICHIGAN POWER COMPANY'S FIRST SUPPLEMENTAL RESPONSE TO
MICHIGAN PUBLIC SERVICE COMMISSION STAFF'S (STAFF)'S
FOURTH SET OF DISCOVERY REQUESTS

Indiana Michigan Power Company (I&M), by its counsel, hereby submits the following
First Supplemental Response to Staff's Fourth Set of Discovery Requests to Indiana
Michigan Power Company as follows:

INDIANA MICHIGAN POWER COMPANY

<http://www.indianamichiganpower.com/>

SCHEDULE OF TARIFFS
GOVERNING THE
SALE OF ELECTRICITY

Copies of I&M's Rate Book for Electric Services are available on
Indiana Michigan Power's website at this following website address,
<http://www.aep.com> or at the Michigan Public Service Commission website
at <http://www.michigan.gov/mpsc/0,1607,7-159-16370---,00.html>.

APPLYING TO THE FOLLOWING TERRITORY:
Allegan, Berrien, Cass, Kalamazoo, St. Joseph,
and Van Buren Counties, Michigan

THIS RATE BOOK SUPERSEDES AND CANCELS RATE BOOK M.P.S.C NO. 14 - ELECTRIC

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

INDEX
SECTION A

TARIFF	DESCRIPTION	SHEET NO(S).
	Title Page	A-1.00
	Index	A-2.00 – A-7.00
	Table of Contents - Checklists	A-8.00 – A-12.00
	Area Map of Localities Where Electric Service is Available	A-17.00
	Localities Where Electric Service is Available	A-18.00
	Technical Terms and Abbreviations	A-19.00

SECTION B

MICHIGAN PUBLIC SERVICE ADMINISTRATIVE RULES INDEX

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Department&Dpt=LG&Level_1=Public+Service+Commission

B1	CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC RESIDENTIAL SERVICE (R 460.101 - R 460.169) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000101&Dpt=&RngHigh=48702110	B-1.00
B2	SERVICES SUPPLIED BY ELECTRIC UTILITIES (R 460.3101 – 460.3804) (FOR ALL CUSTOMERS) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46003101&Dpt=LG&RngHigh=	B-4.00
B3	BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS (R 460.1601 – 460.1640) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46001601&Dpt=LG&RngHigh	B-6.00
B4	ELECTRIC SUPPLY AND COMMUNICATIONS LINES AND ASSOCIATED EQUIPMENT (R 460.811 – 460.814) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000811&Dpt=CI&RngHigh=48702110	B-8.00
B5	ELECTRIC INTERCONNECTION AND NET METERING STANDARDS (R 460.601 – 460.656) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000601&Dpt=&RngHigh=48702123	B-8.00

(Continued on Sheet No. A-3.00)

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(Continued from Sheet No. A-2.00)

B6	SERVICE QUALITY AND RELIABILITY STANDARDS FOR ELECTRIC DISTRIBUTION SYSTEMS (R 460.701 – 460.752) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000701&Dpt=LG&RngHigh=48702110	B-9.00
B7	UNDERGROUND ELECTRIC LINES (R 460.511 – 460.519) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000511&Dpt=LG&RngHigh=	B-10.00
B8	UNCOLLECTIBLES ALLOWANCE RECOVERY FUND (R 460.2601 - 460.2625) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46002601&Dpt=&RngHigh=48702110	B-11.00
B9	PRACTICE AND PROCEDURE BEFORE THE COMMISSION (R 460.17101-460.17701) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46017101&Dpt=CI&RngHigh=48702110	B-11.00
B10	FILING PROCEDURES FOR ELECTRIC, WATER, STEAM AND GAS UTILITIES (R 460.2011 – 460.2031) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46002011&Dpt=CI&RngHigh=48702110	B-11.00
B11	RESIDENTIAL CONSERVATION PROGRAM STANDARDS (R 460.2401 – 460.2414) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46002401&Dpt=CI&RngHigh=48702110	B-11.00
B12	PRESERVATION OF RECORDS OF ELECTRIC, GAS AND WATER UTILITIES (R 460.2501 – 460.2582) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46002501&Dpt=&RngHigh=48702110	B-11.00
B13	UNIFORM SYSTEM OF ACCOUNTS FOR MAJOR AND NON MAJOR ELECTRIC UTILITIES (R 460.9001- 460.9019) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46009001&Dpt=CI&RngHigh=48702110	B-12.00
B14	RATE CASE FILING REQUIREMENTS FOR MAJOR ELECTRIC UTILITIES http://www.cis.state.mi.us/mpsc/orders/archive/pdfs/U-4771_05-10-1976.PDF	B-12.00
B15	ANIMAL CONTACT CURRENT MITIGATION (STRAY VOLTAGE) (R 460.2701 – 460.2707) http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46002701&Dpt=LG&RngHigh=48702110	B-12.00

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STANDARD TARIFFS INDEX

TARIFF	DESCRIPTION	SHEET NO(S).
	Title Page	A-1.00
	Index	A-2.00 - A-3.00
	Standard Tariffs Index	A-4.00 - A-5.00
	Standard Table of Contents-Checklist	A-8.00 - A-12.00
	Area Map of Localities Where Electric Service is Available	A-17.00
	Localities Where Electric Service is Available	A-18.00
	Technical Terms and Abbreviations	A-19.00
	MICHIGAN PUBLIC SERVICE COMMISSION ADMINISTRATIVE RULES	
	Michigan Public Service Commission Administrative Rules Index	B-1.00 – B-12.00
	STANDARD TARIFFS	
	Indiana Michigan Power Terms and Conditions of Standard Service	C-1.00 - C-19.00
	Title Page	D-1.00
RS	Residential Electric Service	D-2.00 - D-5.00
RS-TOD	Residential Time-of-Day Service	D-6.00 - D-7.00
RS-OPES	Residential Off-Peak Energy Storage	D-8.00 - D-9.00
RS-SC	Optional Residential Senior Citizen	D-10.00 - D-13.00
SGS	Small General Service	D-14.00 - D-16.00
MGS	Medium General Service	D-17.00 - D-20.00
MGS-TOD	Medium General Service - Time-of-Day	D-21.00 - D-22.00
LGS	Large General Service	D-23.00 - D-27.00
LP	Large Power	D-28.00 - D-32.00
	Reserved for Future Use	D-33.00
MS	Municipal and School Service	D-34.00 - D-35.00
WSS	Water and Sewage Service	D-36.00 - D-39.00
EHS	Electric Heating Schools	D-40.00 - D-41.00
EHG	Electric Heating General	D-42.00 - D-43.00
IS	Irrigation Service	D-44.00 - D-45.00
OSL	Outdoor Security Lighting	D-46.00 - D-49.00

(Continued on Sheet No. A-5.00)

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(Continued from Sheet No. A-4.00)

TARIFF	DESCRIPTION	SHEET NO(S).
SLS	Streetlighting Service	D-50.00 - D-52.00
SLC	Streetlighting - Customer-Owned System	D-53.00 - D-55.00
ECLS	Energy Conservation Lighting Service	D-56.00 - D-59.00
SLCM	Streetlighting - Customer-Owned System - Metered	D-60.00 - D-61.00
COGEN/SPP	Cogeneration and/or Small Power Production Service	D-62.00 - D-68.00
CATV	Pole Attachment Rental - Cable Television	D-69.00 - D-70.00
	Reserved for Future Use	D-71.00
CS-IRP	Contract Service – Interruptible Power	D-72.00 - D-73.00
RTP	Experimental Real-Time Pricing Service	D-74.00 - D-78.00
	STANDARD RIDERS	
	Rider AFS - Alternate Feed Service	D-79.00 - D-82.00
	Economic Development Rider To Tariffs MGS, LGS and LP	D-83.00 - D-86.00
	Rider ECS - Emergency Curtailable Service	D-87.00 - D-89.00
	Rider EPCS - Energy Price Curtailable Service	D-90.00 - D-93.00
	Rider NMS-1 - Net Metering Service for Customer's with Generating Facilities of 20 kW or Less	D-94.00 - D-96.00
	Rider NMS-2 - Net Metering Service for Customer's with Generating Facilities Greater than 20 kW	D-97.00 - D-100.00
	Rider ROS – Resale of Service	D-101.00 - D-102.00
	APPLICABLE POWER SUPPLY AND DELIVERY CHARGE SURCHARGES AND RIDERS	
	Surcharges and Riders Cover Sheet	D-103.00
	Cost-of-Service Phase-In Surcharge	D-104.00
	Generation Investment Cost Recovery Rider	D-105.00
	Net Lost Revenue Recovery Rider	D-106.00
	Power Supply Cost Recovery Clause	D-107.00 - D108.00
	Surcharge EO – Energy Optimization Surcharge	D-109.00
	Enhanced Distribution Reliability Cost Recovery Rider	D-110.00
	gridSMART sm Program Cost Recovery Rider	D-111.00
	Nuclear Decommissioning Surcharge	D-112.00
	STANDARD FORM INDEX	
	Reserved for Future Use	G-1.00

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OPEN ACCESS DISTRIBUTION INDEX

TARIFF	DESCRIPTION	SHEET NO(S).
	Title Page	A-1.00
	Index	A-2.00 - A-3.00
	Open Access Distribution Tariffs Index	A-6.00 - A-7.00
	Open Access Distribution Table of Contents-Checklist	A-13.00 - A-16.00
	Area Map of Localities Where Electric Service is Available	A-17.00
	Localities Where Electric Service is Available	A-18.00
	Technical Terms and Abbreviations	A-19.00
	MICHIGAN PUBLIC SERVICE COMMISSION ADMINISTRATIVE RULES	
	Michigan Public Service Commission Administrative Rules Index	B-1.00 - B-12.00
	OPEN ACCESS DISTRIBUTION TARIFFS	
	Terms and Conditions of Open Access Distribution Service	E-1.00 - E-21.00
	Supplier Terms and Conditions of Service	E-22.00 - E-31.00
	Title Page	F-1.00
OAD - RS	Open Access Distribution - Residential Electric Service	F-2.00 - F-3.00
OAD - SGS	Open Access Distribution - Small General Service	F-4.00 - F-6.00
OAD - MGS	Open Access Distribution - Medium General Service	F-7.00 - F-10.00
OAD - LGS	Open Access Distribution - Large General Service	F-11.00 - F-14.00
OAD - LP	Open Access Distribution - Large Power	F-15.00 - F-18.00
OAD - MS	Open Access Distribution - Municipal and School Service	F-19.00 - F-20.00
OAD - WSS	Open Access Distribution - Water and Sewage Service	F-21.00 - F-23.00
OAD - EHS	Open Access Distribution - Electric Heating Schools	F-24.00 - F-25.00
OAD - EHG	Open Access Distribution - Electric Heating General	F-26.00 - F-27.00
OAD - IS	Open Access Distribution - Irrigation Service	F-28.00 - F-29.00
OAD - OSL	Open Access Distribution - Outdoor Security Lighting	F-30.00 - F-34.00
OAD - SLS	Open Access Distribution - Streetlighting Service	F-35.00 - F-37.00
OAD - SLC	Open Access Distribution - Streetlighting - Customer-Owned System	F-38.00 - F-41.00
OAD - ECLS	Open Access Distribution - Energy Conservation Lighting Service	F-42.00 - F-46.00
OAD - SLCM	Open Access Distribution - Streetlighting - Customer-Owned System Metered	F-47.00 - F-48.00

(Continued on Sheet No. A-7.00)

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(Continued From Sheet No. A-6.00)

TARIFF	DESCRIPTION	SHEET NO(S).
	APPLICABLE RETAIL OPEN ACCESS SURCHARGES AND RIDERS	
	Index	F-49.00
	OAD – Net Lost Revenue Recovery Rider	F-50.00
	OAD – Surcharge EO – Energy Optimization Surcharge	F-51.00
	OAD – Enhanced Distribution Reliability Cost Recovery Rider	F-52.00
	OAD – gridSMART sm Program Cost Recovery Rider	F-53.00
	OAD- Nuclear Decommissioning Surcharge	F-54.00
	STANDARD FORM INDEX	
	Reserved for Future Use	G-1.00

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STANDARD TARIFFS TABLE OF CONTENTS - CHECKLIST

SHEET NO.	EFFECTIVE DATE
Original Sheet No. A-1.00	
Original Sheet No. A-2.00	
Original Sheet No. A-3.00	
Original Sheet No. A-4.00	
Original Sheet No. A-5.00	
Original Sheet No. A-9.00	
Original Sheet No. A-10.00	
Original Sheet No. A-11.00	
Original Sheet No. A-12.00	
Original Sheet No. A-13.00	
Original Sheet No. A-14.00	
Original Sheet No. A-15.00	
Original Sheet No. A-21.00	
Original Sheet No. A-22.00	
Original Sheet No. A-23.00	
Original Sheet No. B-1.00	
Original Sheet No. B-2.00	
Original Sheet No. B-3.00	
Original Sheet No. B-4.00	
Original Sheet No. B-5.00	
Original Sheet No. B-6.00	
Original Sheet No. B-7.00	
Original Sheet No. B-8.00	
Original Sheet No. B-9.00	
Original Sheet No. B-10.00	
Original Sheet No. B-11.00	
Original Sheet No. B-12.00	
Original Sheet No. C-1.00	
Original Sheet No. C-2.00	
Original Sheet No. C-3.00	
Original Sheet No. C-4.00	
Original Sheet No. C-5.00	

(Continued on Sheet No. A-9.00)

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DATED
IN CASE NO.**

(Continued from Sheet No. A-8.00)

STANDARD TARIFFS TABLE OF CONTENTS – CHECKLIST

SHEET NO.	EFFECTIVE DATE
Original Sheet No. C-6.00	
Original Sheet No. C-7.00	
Original Sheet No. C-8.00	
Original Sheet No. C-9.00	
Original Sheet No. C-10.00	
Original Sheet No. C-11.00	
Original Sheet No. C-12.00	
Original Sheet No. C-13.00	
Original Sheet No. C-14.00	
Original Sheet No. C-15.00	
Original Sheet No. C-16.00	
Original Sheet No. C-17.00	
Original Sheet No. C-18.00	
Original Sheet No. C-19.00	
Original Sheet No. D-1.00	
Original Sheet No. D-2.00	
Original Sheet No. D-3.00	
Original Sheet No. D-4.00	
Original Sheet No. D-5.00	
Original Sheet No. D-6.00	
Original Sheet No. D-7.00	
Original Sheet No. D-8.00	
Original Sheet No. D-9.00	
Original Sheet No. D-10.00	
Original Sheet No. D-11.00	
Original Sheet No. D-12.00	
Original Sheet No. D-13.00	
Original Sheet No. D-14.00	
Original Sheet No. D-15.00	
Original Sheet No. D-16.00	
Original Sheet No. D-17.00	
Original Sheet No. D-18.00	
Original Sheet No. D-19.00	

(Continued on Sheet No. A-10.00)

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IN CASE NO.**

(Continued From Sheet No. A-9.00)

STANDARD TARIFFS TABLE OF CONTENTS - CHECKLIST

SHEET NO.	EFFECTIVE DATE
Original Sheet No. D-20.00	
Original Sheet No. D-21.00	
Original Sheet No. D-22.00	
Original Sheet No. D-23.00	
Original Sheet No. D-24.00	
Original Sheet No. D-25.00	
Original Sheet No. D-26.00	
Original Sheet No. D-27.00	
Original Sheet No. D-28.00	
Original Sheet No. D-29.00	
Original Sheet No. D-30.00	
Original Sheet No. D-31.00	
Original Sheet No. D-32.00	
Original Sheet No. D-33.00	
Original Sheet No. D-34.00	
Original Sheet No. D-35.00	
Original Sheet No. D-36.00	
Original Sheet No. D-37.00	
Original Sheet No. D-38.00	
Original Sheet No. D-39.00	
Original Sheet No. D-40.00	
Original Sheet No. D-41.00	
Original Sheet No. D-42.00	
Original Sheet No. D-43.00	
Original Sheet No. D-44.00	
Original Sheet No. D-45.00	
Original Sheet No. D-46.00	
Original Sheet No. D-47.00	
Original Sheet No. D-48.00	
Original Sheet No. D-49.00	
Original Sheet No. D-50.00	

(Continued on Sheet No. A-11.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. A-10.00)

STANDARD TARIFFS TABLE OF CONTENTS - CHECKLIST

SHEET NO.	EFFECTIVE DATE
Original Sheet No. D-51.00	
Original Sheet No. D-52.00	
Original Sheet No. D-53.00	
Original Sheet No. D-54.00	
Original Sheet No. D-55.00	
Original Sheet No. D-56.00	
Original Sheet No. D-57.00	
Original Sheet No. D-58.00	
Original Sheet No. D-59.00	
Original Sheet No. D-60.00	
Original Sheet No. D-61.00	
Original Sheet No. D-62.00	
Original Sheet No. D-63.00	
Original Sheet No. D-64.00	
Original Sheet No. D-65.00	
Original Sheet No. D-66.00	
Original Sheet No. D-67.00	
Original Sheet No. D-68.00	
Original Sheet No. D-69.00	
Original Sheet No. D-70.00	
Original Sheet No. D-71.00	
Original Sheet No. D-72.00	
Original Sheet No. D-73.00	
Original Sheet No. D-74.00	
Original Sheet No. D-75.00	
Original Sheet No. D-76.00	
Original Sheet No. D-77.00	
Original Sheet No. D-78.00	
Original Sheet No. D-79.00	
Original Sheet No. D-80.00	
Original Sheet No. D-81.00	

(Continued on Sheet No. A-12.00)

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DATED
IN CASE NO.**

STANDARD TARIFFS TABLE OF CONTENTS – CHECKLIST

SHEET NO.	EFFECTIVE DATE
Original Sheet No. D-82.00	
Original Sheet No. D-83.00	
Original Sheet No. D-84.00	
Original Sheet No. D-85.00	
Original Sheet No. D-86.00	
Original Sheet No. D-87.00	
Original Sheet No. D-88.00	
Original Sheet No. D-89.00	
Original Sheet No. D-90.00	
Original Sheet No. D-91.00	
Original Sheet No. D-92.00	
Original Sheet No. D-93.00	
Original Sheet No. D-94.00	
Original Sheet No. D-95.00	
Original Sheet No. D-96.00	
Original Sheet No. D-97.00	
Original Sheet No. D-98.00	
Original Sheet No. D-99.00	
Original Sheet No. D-100.00	
Original Sheet No. D-101.00	
Original Sheet No. D-102.00	
Original Sheet No. D-103.00	
Original Sheet No. D-104.00	
Original Sheet No. D-105.00	
Original Sheet No. D-106.00	
Original Sheet No. D-107.00	
Original Sheet No. D-108.00	
Original Sheet No. D-109.00	
Original Sheet No. D-110.00	
Original Sheet No. D-111.00	
Original Sheet No. D-112.00	
Original Sheet No. G-1.00	

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DATED
IN CASE NO.**

(Continued From Sheet No. A-12.00)

OPEN ACCESS DISTRIBUTION TABLE OF CONTENTS - CHECKLIST

SHEET NO.	EFFECTIVE DATE
Original Sheet No. A-1.00	
Original Sheet No. A-2.00	
Original Sheet No. A-3.00	
Original Sheet No. A-6.00	
Original Sheet No. A-7.00	
Original Sheet No. A-13.00	
Original Sheet No. A-14.00	
Original Sheet No. A-15.00	
Original Sheet No. A-16.00	
Original Sheet No. A-17.00	
Original Sheet No. A-18.00	
Original Sheet No. A-19.00	
Original Sheet No. B-1.00	
Original Sheet No. B-2.00	
Original Sheet No. B-3.00	
Original Sheet No. B-4.00	
Original Sheet No. B-5.00	
Original Sheet No. B-6.00	
Original Sheet No. B-7.00	
Original Sheet No. B-8.00	
Original Sheet No. B-9.00	
Original Sheet No. B-10.00	
Original Sheet No. B-11.00	
Original Sheet No. B-12.00	
Original Sheet No. E-1.00	
Original Sheet No. E-2.00	
Original Sheet No. E-3.00	
Original Sheet No. E-4.00	
Original Sheet No. E-5.00	
Original Sheet No. E-6.00	
Original Sheet No. E-7.00	
Original Sheet No. E-8.00	
Original Sheet No. E-9.00	

(Continued on Sheet No. A-14.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. A-13.00)

OPEN ACCESS DISTRIBUTION TABLE OF CONTENTS - CHECKLIST

SHEET NO.	EFFECTIVE DATE
Original Sheet No. E-10.00	
Original Sheet No. E-11.00	
Original Sheet No. E-12.00	
Original Sheet No. E-13.00	
Original Sheet No. E-14.00	
Original Sheet No. E-15.00	
Original Sheet No. E-16.00	
Original Sheet No. E-17.00	
Original Sheet No. E-18.00	
Original Sheet No. E-19.00	
Original Sheet No. E-20.00	
Original Sheet No. E-21.00	
Original Sheet No. E-22.00	
Original Sheet No. E-23.00	
Original Sheet No. E-24.00	
Original Sheet No. E-25.00	
Original Sheet No. E-26.00	
Original Sheet No. E-27.00	
Original Sheet No. E-28.00	
Original Sheet No. E-29.00	
Original Sheet No. E-30.00	
Original Sheet No. E-31.00	
Original Sheet No. E-32.00	
Original Sheet No. F-1.00	
Original Sheet No. F-2.00	
Original Sheet No. F-3.00	
Original Sheet No. F-4.00	
Original Sheet No. F-5.00	
Original Sheet No. F-6.00	
Original Sheet No. F-7.00	
Original Sheet No. F-8.00	
Original Sheet No. F-9.00	

(Continued on Sheet No. A-15.00)

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MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

(Continued From Sheet No. A-14.00)

OPEN ACCESS DISTRIBUTION TABLE OF CONTENTS - CHECKLIST

SHEET NO.	EFFECTIVE DATE
Original Sheet No. F-10.00	
Original Sheet No. F-11.00	
Original Sheet No. F-12.00	
Original Sheet No. F-13.00	
Original Sheet No. F-14.00	
Original Sheet No. F-15.00	
Original Sheet No. F-16.00	
Original Sheet No. F-17.00	
Original Sheet No. F-18.00	
Original Sheet No. F-19.00	
Original Sheet No. F-20.00	
Original Sheet No. F-21.00	
Original Sheet No. F-22.00	
Original Sheet No. F-23.00	
Original Sheet No. F-24.00	
Original Sheet No. F-25.00	
Original Sheet No. F-26.00	
Original Sheet No. F-27.00	
Original Sheet No. F-28.00	
Original Sheet No. F-29.00	
Original Sheet No. F-30.00	
Original Sheet No. F-31.00	
Original Sheet No. F-32.00	
Original Sheet No. F-33.00	
Original Sheet No. F-34.00	
Original Sheet No. F-35.00	
Original Sheet No. F-36.00	
Original Sheet No. F-37.00	
Original Sheet No. F-38.00	
Original Sheet No. F-39.00	
Original Sheet No. F-40.00	
Original Sheet No. F-41.00	

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DATED
IN CASE NO.**

OPEN ACCESS DISTRIBUTION TABLE OF CONTENTS - CHECKLIST

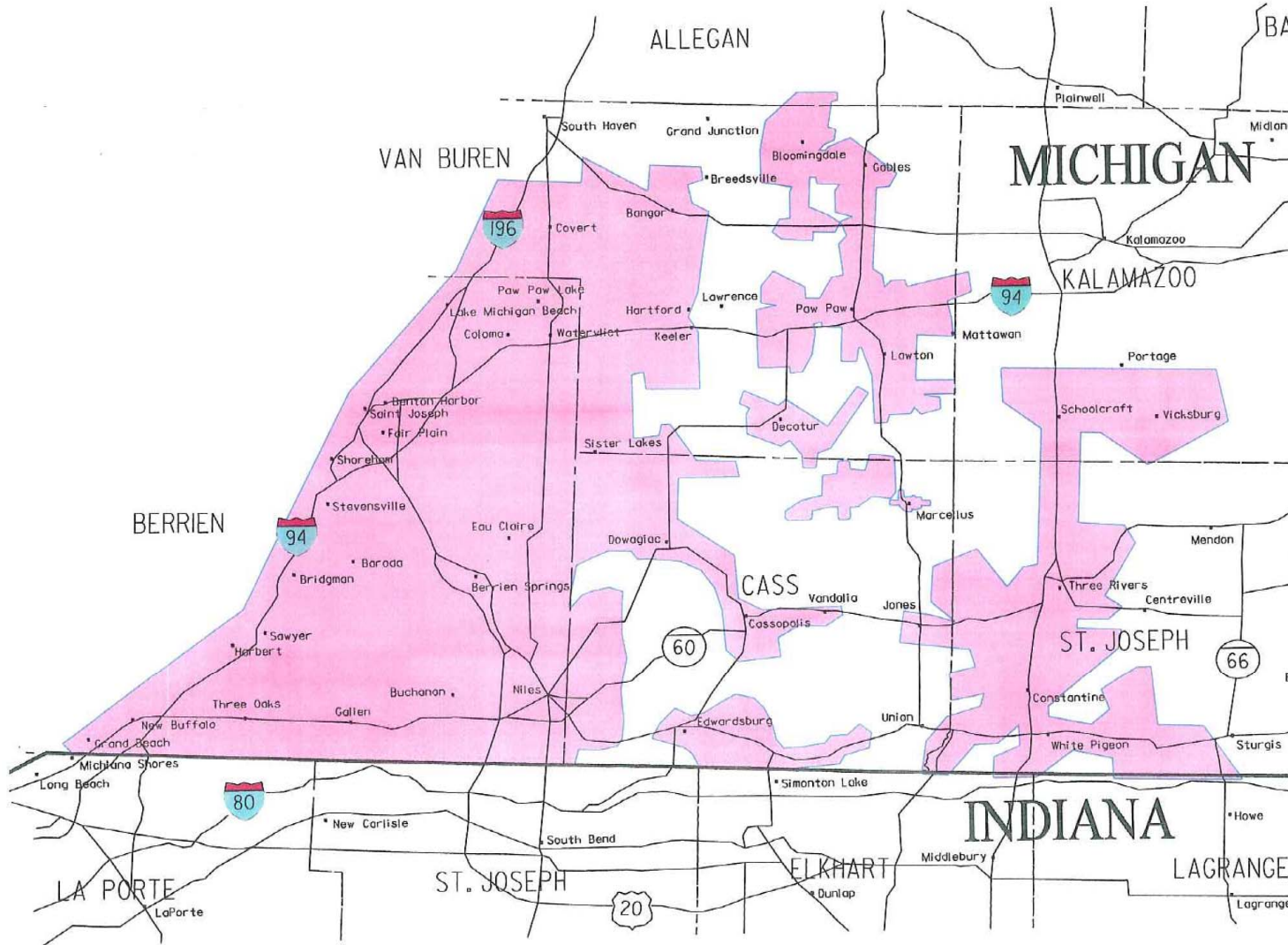
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Original Sheet No. F-42.00	
Original Sheet No. F-43.00	
Original Sheet No. F-44.00	
Original Sheet No. F-45.00	
Original Sheet No. F-46.00	
Original Sheet No. F-47.00	
Original Sheet No. F-48.00	
Original Sheet No. F-49.00	
Original Sheet No. F-50.00	
Original Sheet No. F-51.00	
Original Sheet No. F-52.00	
Original Sheet No. F-53.00	
Original Sheet No. F-54.00	
Original Sheet No. G-1.00	

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AREA MAP OF LOCALITIES WHERE ELECTRIC SERVICE IS AVAILABLE



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LOCALITIES WHERE ELECTRIC SERVICE IS AVAILABLE

Beginning _____, all Michigan localities served by the Company will become a single Rate Area served under a uniform set of Rate Schedules. The former St. Joseph and Three Rivers Rate Areas are identified below:

Former St. Joseph Rate Area

The former St. Joseph Rate Area consists of all areas served by Indiana Michigan Power Company in the State of Michigan on March 1, 1992. The following communities are located in the St. Joseph Rate Area:

Bangor, Baroda, Benton Harbor, Berrien Springs, Bridgman, Buchanan, Coloma, Eau Claire, Galien, Grand Beach, Hartford, Michiana, New Buffalo, Niles, St. Joseph, Shoreham, Stevensville, Three Oaks, and Watervliet.

The following counties/townships are located in and served by the St. Joseph Rate Area:

BERRIEN COUNTY - all Townships except Bainbridge; CASS COUNTY - all of Howard and Milton Townships and portions of Ontwa, Pokagon, Porter, and Silver Creek Townships; VAN BUREN COUNTY - all of Arlington, Bangor, Covert, Geneva, Hartford, and South Haven Townships and portions of Columbia, Hamilton, Keeler, and Lawrence Townships.

Former Three Rivers Rate Area

The former Three Rivers Rate Area consists of all areas served by Michigan Power Company in the State of Michigan on March 1, 1992. The following communities are located in the Three Rivers Rate Area:

Bloomington, Cassopolis, Constantine, Decatur, Dowagiac, Edwardsburg, Gobles, Jones, Keeler, Lawton, Marcellus, Mattawan, Paw Paw, Portage, Schoolcraft, Three Rivers, Union, Vandalia, Vicksburg, and White Pigeon.

The following counties/townships are located in and served by the Three Rivers Rate Area:

ALLEGAN COUNTY - all of Cheshire Township; BERRIEN COUNTY - only Bainbridge Township; CASS COUNTY - all of Calvin, Jefferson, LaGrange, Marcellus, Mason, Newburg, Penn, Volinia, and Wayne Townships and portions of Ontwa, Pokagon, Porter, and Silver Creek Townships; KALAMAZOO COUNTY - all of Brady, Oshtemo, Pavillion, Prairie Ronde, Schoolcraft, and Texas Townships; ST. JOSEPH COUNTY - all of Constantine, Fabius, Florence, Flowerfield, Lockport, Mottville, Park, Sherman, Sturgis, and White Pigeon Townships; VAN BUREN COUNTY - all of Almena, Antwerp, Bloomington, Paw Paw, Pine Grove, Porter, and Waverly Townships and portions of Columbia, Hamilton, Keeler, and Lawrence Townships.

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IN CASE NO.

TECHNICAL TERMS AND ABBREVIATIONS

ABBREVIATIONS

MPSC	MICHIGAN PUBLIC SERVICE COMMISSION
I&M	INDIANA MICHIGAN POWER COMPANY
OAD	OPEN ACCESS DISTRIBUTION

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SECTION B
MICHIGAN PUBLIC SERVICE COMMISSION ADMINISTRATIVE RULES INDEX

- B1. CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC RESIDENTIAL SERVICE
(R 460.101 – 460.169)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000101&Dpt=&RngHigh=48702110

PART 1. GENERAL PROVISIONS

- R 460.101 Application of rules.
- R 460.102 Definitions.
- R 460.103 Discrimination prohibited.
- R 460.104 Conduct of proceedings.
- R 460.105 Additional rules.

PART 2. APPLICATION FOR SERVICE

- R 460.106 Service requests for new or previous customers.
- R 460.107 Applicant information.

PART 3. DEPOSITS AND GUARANTEE TERMS AND CONDITIONS

- R 460.108 Prohibited practices.
- R 460.109 Deposit for new customer.
- R 460.110 Deposit for a previous customer or for continued service.
- R 460.111 General deposit conditions.
- R 460.112 Guarantee terms and conditions.

PART 4. METER READING PROCEDURES, METER ACCURACY, METER ERRORS AND
RELOCATION

- R 460.113 Actual and estimated meter reading.
- R 460.114 Company representative identification.
- R 460.115 Customer meter reading.
- R 460.116 Meter accuracy, meter errors, meter relocation.

PART 5. BILLING AND PAYMENT STANDARDS

- R 460.117 Billing frequency; method of delivery.
- R 460.118 Equal monthly billing.
- R 460.119 Cycle billing.
- R 460.120 Payment of bill.
- R 460.121 Payment period.

(Continued on Sheet No. B-2.00)

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DATED
IN CASE NO.**

(Continued from Sheet No. B-1.00)

CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC RESIDENTIAL SERVICE
(R 460.101 – 460.169) (Cont'd.)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000101&Dpt=&RngHigh=48702110

PART 5. BILLING AND PAYMENT STANDARDS CONT'D

- R 460.122 Allowable charges.
- R 460.123 Bill information.
- R 460.124 Separate bills.
- R 460.125 Billing for non-tariff services.
- R 460.126 Billing error.

PART 6. VOLUNTARY TERMINATION OF SERVICE

- R 460.127 Voluntary termination.

PART 7. UTILITY PROCEDURES

- R 460.128 Applicability.
- R 460.129 Complaint procedures.
- R 460.130 Personnel procedures.
- R 460.131 Publication of procedures.
- R 460.132 Access to rules and rates.
- R 460.133 Reporting requirements.
- R 460.134 Inspection.
- R 460.135 Customer access to consumption data.

PART 8. PROCEDURES FOR SHUTOFF AND RESTORATION OF SERVICE

- R 460.136 Emergency shutoff.
- R 460.137 Shutoff permitted.
- R 460.138 Notice of shutoff.
- R 460.139 Form of notice.
- R 460.140 Time of shutoff.
- R 460.141 Manner of shutoff.
- R 460.142 Manner of shutoff for service provided with remote shutoff and restoration capability.
- R 460.143 Shutoff prohibited.
- R 460.144 Restoration of service.

PART 9. ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS

- R 460.145 Listing of energy assistance programs.
- R 460.146 Notice of energy assistance programs.
- R 460.147 Medical emergency.

(Continued on Sheet No. B-3.00)

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IN CASE NO.

(Continued from Sheet No. B-2.00)

CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC RESIDENTIAL SERVICE
(R 460.101 – 460.169) (Cont'd.)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000101&Dpt=&RngHigh=48702110

- R 460.148 Winter protection plan for low-income customers.
- R 460.149 Winter protection plan for senior citizens.
- R 460.150 Military protections.

PART 10. DISPUTED CLAIM, HEARING AND SETTLEMENT AGREEMENT

- R 460.151 Disputed claim.
- R 460.152 Utility hearing and hearing officers.
- R 460.153 Notice of hearing.
- R 460.154 Hearing procedures.
- R 460.155 Settlement agreement.
- R 460.156 Default of settlement agreement.
- R 460.157 Same dispute.

PART 11. COMMISSION APPEAL PROCEDURES

- R 460.158 Informal appeal.
- R 460.159 Filing procedures.
- R 460.160 Informal appeal procedures.
- R 460.161 Interim determination.
- R 460.162 Appeal review.
- R 460.163 Shutoff pending decision.
- R 460.164 Informal appeal decision.
- R 460.165 Failure to comply with informal appeal decision.
- R 460.166 Same dispute.
- R 460.167 Formal appeal.
- R 460.168 Other remedies.
- R 460.169 Scope of rules.

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SECTION B
MICHIGAN PUBLIC SERVICE COMMISSION ADMINISTRATIVE RULES INDEX

- B2. SERVICES SUPPLIED BY ELECTRIC UTILITIES (R 460.3101 - 460.3804) (FOR ALL CUSTOMERS)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46003101&Dpt=&RngHigh=48702110

PART 1. GENERAL PROVISIONS

R 460.3101 Applicability; purpose; modification; adoption of rules and regulations by utility.
R 460.3102 Definitions.

PART 2. RECORDS AND REPORTS

R 460.3201 Records; location; examination.
R 460.3202 Records; preservation.
R 460.3203 Documents and information; required submission.
R 460.3204 Customer records; retention period content.

PART 3. METER REQUIREMENTS

R 460.3301 Metered measurement of electricity required; exceptions.
R 460.3303 Meter reading data.
R 460.3304 Meter data collection system.
R 460.3305 Meter multiplier.
R 460.3306 Meter reading interval.
R 460.3308 Standards of good practice; adoption by reference.
R 460.3309 Metering inaccuracies; billing adjustments.

PART 4. CUSTOMER RELATIONS

R 460.3408 Temporary service; cost of installing and removing equipment owned by utility.
R 460.3409 Protection of utility-owned equipment on customer's premises.
R 460.3410 Extension of facilities plan.
R 460.3411 Extension of electric service in areas served by two or more utilities.

PART 5. ENGINEERING

R 460.3501 Electric plant; construction, installation, maintenance and operation pursuant to good engineering practice required.
R 460.3502 Standards of good practice; adoption by reference.

(Continued on Sheet No. B-5.00)

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IN CASE NO.

(Continued from Sheet No. B-4.00)

SERVICES SUPPLIED BY ELECTRIC UTILITIES (R 460.3101 - 460.3804) (FOR ALL CUSTOMERS)
(Cont'd.)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46003101&Dpt=&RngHigh=48702110

R 460.3503 Utility plant capacity.
R 460.3504 Electric plant inspection program.
R.460.3505 Utility line clearance program.

PART 6. METERING EQUIPMENT INSPECTIONS AND TESTS

R 460.3601 Customer-requested meter tests.
R 460.3602 Meter and associated device inspections and tests; certification of accuracy.
R 460.3603 Meters with transformers; post-installation inspection; exception.
R 460.3604 Meters and associated devices; removal tests.
R 460.3605 Metering electrical quantities.
R 460.3606 Nondirect reading meters and meters operating from instrument transformers; marking of multiplier on instruments; marking of charts and magnetic tapes; marking of register ratio on meter registers; watthour constants.
R 460.3607 Watthour meter requirements.
R 460.3608 Demand meters, registers, and attachments; requirements.
R 460.3609 Instrument transformers used in conjunction with metering equipment; requirements; phase shifting transformers; secondary voltage.
R 460.3610 Portable indicating voltmeters; accuracy.
R 460.3611 Meter testing equipment; availability; provision and use of primary standards.
R 460.3612 Test standards; accuracy.
R 460.3613 Metering equipment testing requirements.
R 460.3614 Standards check by the Commission.
R 460.3615 Metering equipment records.
R 460.3616 Average meter error; determination.
R 460.3617 Reports to be filed with the Commission.
R 460.3618 Generating and interchange station meter tests; schedule; accuracy limits.

PART 7. STANDARDS OF QUALITY OF SERVICES

R 460.3701 Alternating current systems; standard frequency.
R 460.3702 Standard nominal service voltage; limits; exceptions.
R 460.3703 Voltage measurements and records.
R 460.3704 Voltage measurements; required equipment; periodic checks; certificate or calibration card for standards.
R 460.3705 Interruptions of service; records; planned interruption; notice to Commission.

(Continued on Sheet No. B-6.00)

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(Continued from Sheet No. B-5.00)

SERVICES SUPPLIED BY ELECTRIC UTILITIES (R 460.3101 - 460.3804) (FOR ALL CUSTOMERS)
(Cont'd.)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46003101&Dpt=&RngHigh=48702110

PART 8. SAFETY

R 460.3801 Protective measures.

R 460.3802 Safety program.

R 460.3803 Energizing services.

R 460.3804 Accidents; notice to Commission.

B3. BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS
(R 460.1601 – 460.1640)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46001601&Dpt=&RngHigh=48702110

PART 1. GENERAL PROVISIONS

R 460.1601 Applicability; purpose.

R 460.1602 Definitions.

R 460.1603 Discrimination prohibited.

R 460.1604 Form of proceedings.

R 460.1605 Additional rules.

PART 2. APPLICATION FOR SERVICE

R 460.1606 Application for new service.

PART 3. GENERAL CUSTOMER DEPOSIT CONDITIONS

R 460.1607 Customer deposits.

PART 4. METER READING, ESTIMATED BILLS, BILLING ADJUSTMENTS, VOLUNTARY
TERMINATION, AND METER RELOCATION

R 460.1608 Meter reading interval and estimated bills.

R 460.1609 Metering inaccuracies; billing adjustments.

R 460.1610 Voluntary termination.

R 460.1611 Meter or facilities relocation charge.

(Continued on Sheet No. B-7.00)

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IN CASE NO.

(Continued from Sheet No. B-6.00)

BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS
(R 460.1601 – 460.1640)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46001601&Dpt=&RngHigh=48702110 (cont'd)

PART 5. BILLING AND PAYMENTS

- R 460.1612 Cycle billing.
- R 460.1613 Billing information.
- R 460.1614 Discounts and late payment charges.
- R 460-1615 Delivery and payment of bills.
- R 460.1616 Billing for unregulated service.
- R 460.1617 Billing errors

PART 6. CUSTOMER RELATIONS AND UTILITY PROCEDURES

- R 460.1618 Selection of rate, customer information, and service.
- R 460.1619 Inspection
- R 460.1620 Customer access to consumption data.
- R 460.1621 Servicing utility equipment on customer's premises.
- R 460.1622 Customer complaints; investigation; records.
- R 460.1623 Records and reports.

PART 7. SHUTOFFS AND RESTORATION

- R 460.1624 Notice of shutoff.
- R 460.1625 Denial or shutoff of service to customers.
- R 460.1626 Manner of shutoff for service provided with remote shutoff and restoration capability.

PART 8. DISPUTED CLAIMS, HEARINGS AND SETTLEMENT AGREEMENTS

- R 460.1628 Disputed claim
- R 460.1629 Settlement agreement.
- R 460.1630 Default of settlement agreement.
- R 460.1631 Informal hearing and hearing officers.
- R 460.1632 Notice of hearing.
- R 460.1633 Hearing procedures.
- R 460.1634 Informal appeal procedures.
- R 460.1635 Interim determination.

(Continued on Sheet No. B-8.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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(Continued from Sheet No. B-7.00)

BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS
(R 460.1601 – 460.1640)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46001601&Dpt=&RngHigh=48702110 (cont'd)

R 460.1636 Appeal review.

R 460.1637 Shutoff pending decision.

R 460.1638 Informal appeal decision.

R 460.1639 Failure to comply with informal appeal decision.

R 460.1640 Scope of rules.

B4. ELECTRIC SUPPLY AND COMMUNICATIONS LINES AND ASSOCIATED EQUIPMENT (R 460.811 – 460.814)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000811&Dpt=&RngHigh=48702110

R 460.811 Definitions.

R 460.812 Purpose.

R 460.813 Standards of good practice; adoption by reference.

R 460.814 Exemption from rules; application to Commission; public hearing.

B5. ELECTRIC INTERCONNECTION AND NET METERING STANDARDS (R 460.601 – 460.656)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000601&Dpt=&RngHigh=48702123

PART 1. GENERAL PROVISIONS

R 460.601 Definitions.

R 460.602 Adoption of standard by reference

R 460.604 Prohibited practices

R 460.606 Designated points of contact

R 460.608 Alternative dispute resolution

R 460.610 Appointment of experts

R 460.612 Waivers

PART 2. INTERCONNECTION STANDARDS

R 460.615 Electric utility interconnection procedures

R 460.618 Interconnection fees

R 460.620 Application and interconnection process

R 460.624 Insurance

R 460.426 Disconnection

R 460.628 Easements and Right of Ways

(Continued on Sheet No. B-9.00)

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DATED
IN CASE NO.

(Continued from Sheet No. B-8.00)

ELECTRIC INTERCONNECTION AND NET METERING STANDARDS (R 460.601 – 460.656)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000601&Dpt=&RngHigh=48702123 (Cont'd)

PART 3. NET METERING STANDARDS

R 460.640 Application Process
R 460.642 Net Metering application and fees
R 460.644 Net Metering program size
R 460.646 Generation and Net Metering equipment
R 460.658 Meters
R 460.650 Billing and credit for true Net Metering customers
R 460.652 Billing and credit for modified Net Metering customers
R 460.654 Renewable energy credits
R 460.656 Penalties

- B6. SERVICE QUALITY AND RELIABILITY STANDARDS FOR ELECTRIC DISTRIBUTION SYSTEMS
(R 460.701 – 460.752)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000701&Dpt=LG&RngHigh=48702110

PART 1. GENERAL PROVISIONS

R 460.701 Application of rules.
R 460.702 Definitions.
R 460.703 Revision of tariff provisions.

PART 2. UNACCEPTABLE LEVELS OF PERFORMANCE

R 460.721 Duty to plan to avoid unacceptable levels of performance.
R 460.722 Unacceptable levels of performance during service interruptions.
R 460.723 Wire down relief requests.
R 460.724 Unacceptable service quality levels of performance.

PART 3. RECORDS AND REPORTS

R 460.731 Deadline for filing annual reports.
R 460.732 Annual report contents.
R 460.733 Availability of records.
R 460.734 Retention of records.

(Continued on Sheet No. B-10.00)

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EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.

(Continued from Sheet No. B-9.00)

SERVICE QUALITY AND RELIABILITY STANDARDS FOR ELECTRIC DISTRIBUTION SYSTEMS

(R 460.701 – 460.752)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000701&Dpt=LG&RngHigh=48702110 (cont'd)

PART 4. FINANCIAL INCENTIVES AND PENALTIES

R 460.741 Approval of incentives by the Commission.

R 460.742 Criteria for receipt of an incentive.

R 460.743 Disqualification.

R 460.744 Penalty for failure to restore service after an interruption due to catastrophic conditions.

R 460.745 Penalty for failure to restore service during normal conditions.

R 460.746 Penalty for repetitive interruptions of the same circuit.

R 460.747 Multiple billing credits allowed.

R 460.748 Effect in other proceedings.

PART 5. WAIVERS AND EXCEPTIONS

R 460.751 Waivers and exceptions by electric utilities.

R 460.752 Proceedings for waivers and exceptions.

B7. UNDERGROUND ELECTRIC LINES (R 460.511 – 460.519)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000511&Dpt=&RngHigh=48702110

R 460.511 Payment of difference in costs.

R 460.512 Extensions of residential distribution and service lines in the lower peninsula mainland.

R 460.513 Extensions of commercial and industrial lines in lower peninsula mainland.

R 460.514 Costs in case of special conditions.

R 460.515 Extensions of lines in other areas of state.

R 460.516 Replacement of existing overhead lines.

R 460.517 Underground facilities for convenience of utilities or where required by ordinances.

R 460.518 Exceptions.

R 460.519 Effective date

(Continued on Sheet No. B-11.00)

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DATED
IN CASE NO.

(Continued from Sheet No. B-10.00)

- B8. UNCOLLECTIBLES ALLOWANCE RECOVERY FUND (R 460.2601 - 460.2625)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46002601&Dpt=&RngHigh=48702110

PART 1. GENERAL PROVISIONS

R 460.2601 Application of rules.
R 460.2602 Definitions.

PART 2. UNCOLLECTIBLES ALLOWANCE RECOVERY FUND

R 460.2621 Uncollectibles allowance recovery fund.
R 460.2622 Annual deposits.
R 460.2623 Notice of deposit.
R 460.2624 Disputes; procedure for resolution.
R 460.2625 Disbursement of funds.

ADDITIONAL ADMINISTRATIVE RULES

- B9. PRACTICE AND PROCEDURE BEFORE THE COMMISSION (R 460.17101 - 460.17701)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46017101&Dpt=CI&RngHigh=48702110
- B10. FILING PROCEDURES FOR ELECTRIC, WATER, STEAM AND GAS UTILITIES (R 460.2011 – 460.2031)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46002011&Dpt=&RngHigh=48702110
- B11. RESIDENTIAL CONSERVATION PROGRAM STANDARDS (R 460.2401 – 460.2414)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46002401&Dpt=&RngHigh=48702110
- B12. PRESERVATION OF RECORDS OF ELECTRIC, GAS AND WATER UTILITIES (R 460.2501 - 460.2582)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46002501&Dpt=&RngHigh=48702110

(Continued on Sheet No. B-12.00)

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DATED
IN CASE NO.

(Continued from Sheet No. B-11.00)

- B13. UNIFORM SYSTEM OF ACCOUNTS FOR MAJOR AND NONMAJOR ELECTRIC UTILITIES
(R 460.9001-.460.9109)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46009001&Dpt=&RngHigh=48702110
- B14. RATE CASE FILING REQUIREMENTS FOR MAJOR ELECTRIC UTILITIES
http://www.cis.state.mi.us/mpsc/orders/archive/pdfs/U-4771_05-10-1976.PDF
- B15. ANIMAL CONTACT CURRENT MITIGATION (STRAY VOLTAGE) (R 460.2701 – 460.2707)
http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46002701&Dpt=&RngHigh=48702110

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COMPANY TERMS AND CONDITIONS OF STANDARD SERVICE

1. APPLICATION

These Terms and Conditions of Standard Service apply to service under the Company's Standard Tariffs that provide for generation, transmission, and distribution service. Customers requesting only distribution service from the Company, irrespective of the voltage level at which service is taken, as provided for in the Customer Choice and Electricity Reliability Act, shall be served under the Company's Open Access Distribution Tariffs and the Terms and Conditions of Open Access Distribution Service shall apply.

Electric service furnished by the Company is subject to Standard Tariffs and Terms and Conditions of Standard Service which are at all times subject to revision, change, modification, or cancellation by the Company, subject to the approval of the Michigan Public Service Commission, and which are, by reference, made a part of all standard contracts (both oral and written) for standard service. Failure of the Company to enforce any of the terms of these Standard Tariffs and Terms and Conditions of Standard Service shall not be deemed a waiver of its right to do so.

A copy of all Standard Tariffs and Terms and Conditions of Standard Service is on file with the Michigan Public Service Commission and may be inspected by the public in any of the Company's business offices. Upon request, the Company will supply, free of charge, a copy of the rate schedules applicable to service available to existing customers or new applicants for service. When more than one rate schedule is available for the service requested, the customer shall designate the rate schedule on which the application or contract shall be based. Where applicable the customer may change from one rate schedule to another once at the end of each full 12-month period or as specified by tariff or contract, upon written application to the Company. In no case will the Company refund any difference in charges between the rate schedule under which service was supplied in prior periods and the newly selected rate schedule.

A written agreement may be required from each customer before service will be commenced. A copy of the agreement will be furnished to the customer upon request.

By receiving service under a specific tariff, the customer has agreed to all terms and conditions of that tariff. A customer's refusal or inability to sign a contract or agreement as specified by the tariff, in no way relinquishes the customer's obligations as specified in the tariff.

When the customer desires delivery of energy at more than one point, a separate agreement will be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable Standard Tariff. Conjunctive billing and/or aggregate demands are prohibited. Under certain circumstances the Company may have provided two services to fulfill the customer's lighting and power requirements at a single location and the metering for the two services have been combined for billing. Existing such arrangements are explicitly grandfathered until an account change occurs. Once an account change occurs, combined billing of grandfathered multiple meters

(Continued on Sheet No. C-2.00)

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IN CASE NO.**

(Continued from Sheet No. C-1.00)

would end. Each point of delivery would then require a separate agreement for each separate point of delivery. For new service/accounts, multiple metering is permitted only for Company convenience

2. BILLS FOR ELECTRIC SERVICE

A. General

Bills for electric service will be rendered monthly at intervals of approximately 30 days in accordance with the Standard Tariff selected applicable to the customer's service. All bills are rendered as "net" bills and are subject to a late payment charge if the account is delinquent. Late payment charges will be assessed on Residential bills in accordance with MPSC rule R 460.122 and on Commercial and Industrial bills in accordance with MPSC rule R 460.3905. A late payment charge shall not be assessed against any residential customers who are participating in the winter protection plan as described in MPSC rule R 460.148 and R 460.149 of the Consumer Standards and Billing Practices for Residential Customers. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

It may be necessary for the Company to render a bill on an estimated basis if extreme weather conditions, emergencies, work stoppage, or other circumstances of force majeure prevent actual meter readings. Pursuant to MPSC rule 460.113, any bill rendered on an estimated basis shall be clearly and conspicuously identified. In the event of the stoppage of or the failure of any meter to register an accurate amount of energy consumed, as described in MPSC rule 460.116, the customer will be charged or credited for such period on an estimated consumption based upon energy use during a similar period of like use. Meter errors shall be reconciled in accordance with MPSC rule 460.3309. This estimation shall include adjustments for changes in customer's load during the period the meter was not registering properly. As stated in rule 460.116 (2), any meter in service that remains broken as determined by a specific test of the meter or that does not correctly register customer usage for a period of 6 months or more shall be removed and customers will not be required to pay bills generated from these meter readings beyond the 6-month period from the date the meter malfunction occurred. This rule does not alter the provisions of rule 460.3613 governing the testing and replacement of electric meters.

Failure to receive a bill properly mailed, transmitted, or delivered shall not entitle the customer to pay the net bill after the designated payment date has passed. Upon request the Company will advise the customer of the approximate date on which the bill will be mailed each month, and if the bill is lost, the Company will issue a duplicate.

B. Non-residential

Billing errors for non-residential accounts shall be rectified as described in MPSC rule R460.1617. If a customer has been overcharged, the utility shall refund or credit the amount of the paid overcharge to the customer. Overcharges shall be credited to customers with 7% interest,

(Continued on Sheet No. C-3.00)

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DATED
IN CASE NO.**

(Continued from Sheet No. C-2.00)

commencing on the 60th day following payment. The Company is not required to adjust, refund, or credit an overcharge beyond the 3-year period immediately preceding discovery of the billing error, unless the customer is able to present a record establishing an earlier date of occurrence or commencement of the error.

In cases of unauthorized use of utility service the customer may be back billed for the amount of the undercharge. The back bill may include interest at the same 7% interest rate applied to overcharges.

In cases not involving unauthorized use of utility service, the customer may be back billed for the amount of the undercharge during the 12-month period immediately preceding discovery of the error. The Company shall offer the customer at least the same number of months for repayment equal to the time of the error. The back bill shall not include interest.

C. Residential

Billing errors for residential accounts shall be rectified as described in MPSC rule R460.126. If a customer has been overcharged due to a billing error, the Company shall refund or credit the amount of the paid overcharge plus 7% APR interest on the bill immediately following the discovery of the error. Upon customer request, overcharges greater than \$10 shall be refunded within 30 days. The Company is not required to adjust, refund, or credit an overcharge plus 7% APR interest for more than the 3 years immediately preceding discovery of the billing error, unless the customer is able to establish an earlier date for commencement of the error. The interest on the overcharge shall be applied on the 60th day following the paid overcharge.

If the Company undercharges a customer, the following provisions apply:

In cases that involve unauthorized use of utility service the utility may back bill the customer for the amount of the undercharge using the commission-approved process for estimating the bill. The utility may charge fees for unauthorized use of utility service in accordance with commission-approved tariffs.

In cases that do not involve unauthorized use of utility service, the utility may backbill the customer for the amount of the undercharge during the 12-month period immediately preceding discovery of the error, and the utility shall offer the customer reasonable payment arrangements for the amount of the backbill, which shall allow the customer to make installment payments over a period at least as long as the period of the undercharge. The utility shall take into account the customer's financial circumstances when setting payment amounts.

D. Budget Bill Payment Options

In addition to paying the actual monthly bill amount, Residential customers using electric service with a satisfactory payment history shall have the option of paying bills under one of the Company's two budget billing plans – the Equal Payment Plan (EPP) or the Average Monthly Payment Plan (AMPP), both of which are described below.

(Continued on Sheet No. C-4.00)

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DATED
IN CASE NO**

(Continued from Sheet No. C-3.00)

Under the Equal Payment Plan (EPP), the total service for the succeeding 12-month period is estimated in advance and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced.

In case the actual service used during any equal payment period exceeds the bills as rendered on the EPP, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears. Such excess may be added to the estimated use for the next normal equal payment period of 12 months and shall be payable in equal monthly payments over such period, except that if the customer discontinues service with the Company under the EPP, any such excess not yet paid shall become payable immediately. In case the actual service used during the equal payment period is less than the amount paid under the EPP during such period, the amount of such over payment shall, at the option of the Company, be either refunded or credited to the customer at the end of the period.

If a customer fails to pay bills as rendered on the EPP, the Company shall have the right to withdraw the EPP with respect to such customer and restore the customer to billing as provided for in the applicable tariffs, in addition to any other rights which the Company may have under such tariffs in case of arrearage in payment of bills. If a customer requests removal from the EPP, the amount of any excess payments made under the EPP will be applied as a credit on the next month's bill. Likewise, if there is a deficiency in payments, the amount of deficiency will be added to next month's bill.

Under the Average Monthly Payment Plan (AMPP), variations in customer billings are minimized by allowing the customer to pay an average amount each month based on the current month's billing plus the eleven (11) preceding months, divided by the total billing days associated with those billings to get a per day average. The average daily amount will be multiplied by thirty (30) days to determine the current month's payment under the AMPP. At the next billing period, the oldest month's billing history is dropped, the current month's billing is added and the average is recalculated to find a new payment amount. The average is recalculated each month in this manner.

In such cases where sufficient billing history is not available, an AMPP account may be established allowing the first month's amount due to be the average based on the actual billing for the month. The second month's amount due will be the average based on the first and second billing. The average will be recomputed each month using the available actual history throughout the first AMPP year.

Actual billing will continue to be based on the applicable rate and meter readings obtained to determine consumption. The difference between actual billings and the averaged billings under the AMPP will be carried in a deferred balance that will accumulate both debit and credit differences for the duration of the AMPP year – twelve (12) consecutive months. At the end of the AMPP year (anniversary month), the net accumulated deferred balance is divided by twelve (12) and the result is included in the average payment amount starting with the first billing of the new AMPP year and continuing for twelve (12) consecutive months. Settlement occurs only when participation in the plan ends.

(Continued on Sheet No. C-5.00)

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DATED
IN CASE NO**

(Continued from Sheet No. C-4.00)

If a customer fails to pay bills as rendered on the AMPP, the Company shall have the right to withdraw the AMPP with respect to such customer and restore the customer to billing as provided for in the applicable tariffs, in addition to any other rights the Company may have under such tariffs in case of arrearage in payment of bills. If a customer requests removal from the AMPP, the amount of any overpayment made under the AMPP will be applied as a credit on the next month's bill. Likewise, any amount of under payment will be applied as a charge to the next month's bill.

3. INSPECTION

It is to the interest of the customer to properly install and maintain customer-owned wiring and electrical equipment, and the customer shall at all times be responsible for the character and condition thereof. The Company makes no inspection thereof and in no event shall be responsible therefore.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations or disconnected existing installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances.

Before furnishing service, Company shall require a certificate or notice of approval from a duly recognized authority stating that customer's wiring has been installed in accordance with local and state requirements.

No responsibility shall attach to the Company because of any waiver of these requirements.

4. SERVICE CONNECTIONS

The Company will, when requested to furnish service, designate the location of its service connection. The customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring must extend a distance beyond the building as established by local codes and Company standards. Where customers install service entrance facilities as specified by the Company and/or install and use certain utilization equipment as specified by the Company, the Company may provide or offer to own certain facilities beyond the point where the Company's service wires attach to the building.

The Company reserves the right to make final determination of selection, application, location, routing and design of its service facilities and meter location. If the customer requests special routing of the service facilities and or meter location, the customer will be required to pay the extra cost, if any, resulting from the special routing of service facilities and or meter location.

All customers' wiring must be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority.

(Continued on Sheet No. C-6.00)

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DATED
IN CASE NO**

(Continued from Sheet No. C-5.00)

When a customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of same.

Where service is supplied from an underground distribution system which has been installed at the Company's expense, the customer shall make arrangements with the Company for the Company to supply and install a continuous run of cable conductors including necessary ducts from the manhole or connection box to the meter location where it is necessary that the location of the meter be inside the customer's building. The customer shall reimburse Company for the cost of the portion of cable and duct from the property line to the terminus of cable inside the building.

5. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

The Company shall have the rights to construct its poles, lines, and circuits on the property, and to place its transformers and other apparatus on the property or within the buildings of the customer, at a point or points convenient for the purpose, as required to serve the customer. The customer shall keep company equipment clear from obstruction and obstacles including landscaping, structures, etc., and provide suitable space for the installation, repair and maintenance of necessary measuring instruments so that the instruments may be protected from injury by the elements or through negligence or deliberate acts of the customer or any other person who is not an agent or employee of the Company.

When Company facilities are damaged due to customer actions or negligence, the Customer shall be responsible for the costs of repairs.

6. RELOCATION OF COMPANY'S FACILITIES AT CUSTOMER'S REQUEST

Whenever, at customer's request, the Company's facilities are relocated solely to suit the convenience of customer, the customer shall reimburse the Company for the entire cost incurred in making such change.

7. COMPANY'S LIABILITY

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, or orders or acts of civil authority. Further, the Company shall not be liable for damages in case such supply should be interrupted due to causes or conditions beyond the Company's reasonable control, including extraordinary repairs, breakdowns or injury to machinery, transmission lines, distribution lines, or other facilities of the Company. Further, the Company shall not be liable for damages for interrupting service to any customer, whenever in the judgment of the Company such interruption is necessary in order to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company, such interruptive action to be taken in accordance with predetermined plan and only in situations that threaten massive curtailments of service on the Company's system.

(Continued on Sheet No. C-7.00)

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DATED
IN CASE NO**

(Continued from Sheet No. C-6.00)

Unless otherwise provided in a contract between Company and customer, the point at which service is delivered by Company to customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the Company's facilities. The metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of customer-owned equipment or occasioned by the energy furnished by the Company beyond the delivery point.

The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuation or irregularity in the supply of energy that could have been prevented by the use of such protective devices. . The Company shall not be liable for any damages, whether direct or consequential, including, without limitations, loss of profits, loss of revenue, or loss of production capacity occasioned by interruptions, fluctuations or irregularity in the supply of energy.

The Company is not responsible for loss or damage to customer's property caused by the disconnection or reconnection of service to the customer's facilities. The Company is not responsible for loss or damages to customer's property caused by the theft or destruction of Company facilities by a third party.

The Company will provide and maintain the necessary line or service connections, transformers (when the same are required by conditions of contract between the parties thereto), meters, and other apparatus that may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company.

8. CUSTOMER'S LIABILITY

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the customer.

The customer shall be responsible and, therefore, shall insure that no one except Company employees or agents of the Company shall make any internal or external adjustments to, or otherwise interfere with, or break the seals of meters or other Company-owned equipment installed on customer's property.

The Company shall have the right to enter, at all reasonable hours, the premises of the customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of termination of service for any cause. The customer must keep the immediate area and access area in and around the Company's equipment clean and free of debris.

(Continued on Sheet No. C-8.00)

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BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO**

(Continued from Sheet No. C-7.00)

9. USE OF ENERGY BY CUSTOMER

The tariffs for electric energy given herein are classified by the character of use of such energy and are not available for service other than as provided herein. Service will not be furnished under any tariff of the Company on file with the Commission to any customer, applicant, or group of applicants desiring service with the intent or for the purpose of reselling any or all of such service. It shall be understood that upon the expiration of a contract the customer may elect to renew the contract upon the same or another tariff published by the Company available in the locality in which the customer resides or operates and applicable to the customer's requirements. In no case shall the Company be required to maintain transmission, switching, or transformation equipment (either for voltage or form of current change) different from, or in addition to, that generally furnished to other customers receiving electrical supply under the terms of the tariff elected by the customer.

A customer may not change from one tariff to another during the term of contract except with the consent of the Company or within a reasonable period after a Commission-approved change in tariffs.

The service connections, transformers, meters, and appliances supplied by the Company for each customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

The customer shall install only motors, apparatus, or appliances which are suitable for operation with the character of the service supplied by the Company, which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause unprovided-for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is, or will be, detrimental to its general service.

No attachment of any kind whatsoever may be made to the Company's lines, poles, crossarms, structures, or other facilities without the express written consent of the Company.

All apparatus used by the customer shall be of such type as to secure the highest practicable commercial efficiency, power factor, and the proper balancing of phases. Motors which are frequently started or arranged for automatic control must be of a type to give maximum starting torque with minimum current flow and of a type and equipped with controlling devices approved by the Company. The customer agrees to notify the Company of any increase or decrease in the customer's connected load.

The operation of certain electrical equipment can result in disturbances (e.g., voltage fluctuations, harmonics, etc.) on the Company's transmission and distribution systems that can adversely impact the operation of equipment for other customers. Customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 519 or the IEEE/GE voltage flicker criteria, when operating such equipment. The Company may refuse or disconnect service to customers for using electricity or equipment that adversely affects distribution service to other customers. Copies of the applicable criteria will be provided upon request.

(Continued on Sheet No. C-9.00)

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DATED
IN CASE NO**

(Continued from Sheet No. C-8.00)

The Company will not supply service to customers who have other sources of electric energy supply except under the tariffs that specifically provide for same.

The customer shall not be permitted to operate the customer's own generating equipment in parallel with the Company's service except on written permission of the Company or under specifically approved tariffs.

The Company may provide service to and take service from certain qualifying facilities defined as cogeneration or small power production facilities. Such sales and purchases are subject to contract and Commission authorization.

10. RESIDENTIAL SERVICE

Individual residences shall be served individually with single-phase service under the appropriate residential Standard Tariff. Customer may not take service for three or more separate living units through a single point of delivery under any tariff, irrespective of common ownership of the several residences, except that in the case of an existing apartment house with a number of individual apartments, the landlord shall have the choice of providing separate wiring for each apartment so that the Company may supply each apartment separately under the residential Standard Tariff, or of purchasing the entire service through a single meter under the appropriate general service Standard Tariff without submetering the service to the apartments. This central metering provision shall not be permitted for new customers.

In a two-family dwelling the owner may, at the owner's option, take service through a single meter under the residential Standard Tariff instead of providing separate wiring for both dwelling units. When service is taken through a single meter, the two-family dwelling will be billed as a single-family residence.

The residential Standard Tariff shall cease to apply to that portion of a residence which becomes regularly used for business, professional, institutional, or other gainful purposes or which requires three-phase service. Single-phase motors of 10 HP or less may be served under the appropriate residential Standard Tariff. Larger single-phase motors may be served where, in the Company's sole judgment, the existing facilities of the Company are adequate.

Under these circumstances, customer shall have the choice of: (1) separating the wiring so that the residential portion of the premises is served through a separate meter under the residential Standard Tariff and the other uses as enumerated above are served through a separate meter or meters under the appropriate general service Standard Tariff, or (2) taking the entire service under the appropriate general service Standard Tariff.

Detached building or buildings actually appurtenant to the residence, such as a garage, stable, or barn, may be served by an extension of the customer's residence wiring through the residence meter.

(Continued on Sheet No. C-10.00)

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IN CASE NO**

(Continued from Sheet No. C-9.00)

11. RESORT SERVICE

Where customers desire electric service for summer homes, summer resort hotels, or other summer resort establishments which are located adjacent to existing distribution lines of the Company and can be served without the extension of primary lines, they shall have the privilege of purchasing all-year service under the applicable all-year Standard Tariffs or of purchasing service for less than a full year under the applicable residential or general service Standard Tariffs, subject to payment in advance of an amount commensurate with the cost of handling the customer's account, for connection to and disconnection from the Company's lines.

12. EXTENSION OF SERVICE

A. Residential Service

i. Charges

For each permanent, year-round dwelling, the Company will provide a single-phase line extension excluding service drop at no additional charge for a distance of 200 feet. Distribution line extension in excess of the above footage will require an advance deposit of \$5.50 per foot for all such excess footage. There will also be a nonrefundable contribution equal to the cost of right-of-way and clearing on such excess footage. Three-phase extensions will be on the same basis as Commercial and Industrial.

ii. Measurement

The length of any main line distribution feeder extension will be measured along the route of the extension from the Company's nearest facilities from which the extension can be made to the customer's property line. The length of any lateral extension on the customer's property shall be measured from the customer's property line to the service pole. Should the Company for its own reasons choose a longer route, the applicant will not be charged for the additional distance; however, if the customer requests special routing of the line, the customer will be required to pay the extra cost resulting from the special routing.

iii. Refunds

During the five-year period immediately following the date of payment, the Company will make refunds of the charges paid for a financed extension under provisions of paragraph (i) above. The amount of any such refund shall be \$165 for each permanent electric service subsequently connected directly to the facilities financed by the customer. Directly connected include any amount of contribution in aid of construction for underground service made under customers are those that do not require the construction of more than 100 feet of lateral primary distribution line. Such refunds will be made only to the original depositor and will not

(Continued on Sheet No. C-11.00)

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DATED
IN CASE NO**

(Continued from Sheet No. C-10.00)

the provisions of the Company's underground service policy as set forth in this section. The total refund shall not exceed the refundable portion of the contribution.

B. Commercial or Industrial Service

i. Company Financed Extensions

Except for contributions in aid of construction for underground service made under the provisions of Item 13, C of these rules, the Company will finance the construction cost necessary to extend its facilities to serve commercial or industrial customers when such investment does not exceed two times the annual delivery charge revenue anticipated to be collected from customers initially served by the extension.

ii. Charges

When the estimated cost of construction of such facilities exceeds the Company's maximum initial investment as defined in paragraph (i), the applicant shall be required to make a deposit in the entire amount of such excess construction costs. Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of paragraph (iii).

iii. Refunds

That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered nonrefundable. This amount shall be determined under the applicable provisions of the Company's underground service policy as set forth in this section.

The Company will make refunds on remaining amounts of deposits collected under the provisions of paragraph (ii) above in cases where actual experience shows that the distribution revenues supplied by the customer are sufficient to warrant a greater initial investment by the Company. Such refunds shall be computed as follows:

(1) Original Customer

At the end of the first complete 12-month period immediately following the date of initial service, the Company will compute a revised revenue credit based on two times the actual delivery charge revenue provided by the original customer in the 12-month period. Any amount by which twice the actual annual distribution revenue exceeds the Company's initial revenue estimate will be made available for refund to the customer; no such refund shall exceed the amount deposited under provisions of paragraph (ii) above.

(Continued on Sheet No. C-12.00)

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DATED
IN CASE NO**

(Continued from Sheet No. C-11.00)

- (2) Refunds for additional new customers directly connected to the financed extension during the refund period will be governed by Section 12, A, iii.

iv. Loads of Uncertain Duration

When, in the opinion of the Company, the permanence and continuance of the customer's load is questionable, the Company may require the applicant to make an advance deposit for line construction or service to cover the Company's costs of extending its electric lines and furnishing and installing necessary transformation, metering and protective equipment to supply electricity to the customer's premises. The advance deposit with the Company will be made up of two components (1) the estimated cost of constructing the facilities to serve the customer, including labor, material, stores freight and handling expenses, and a charge for overhead, plus (2) the estimated cost of removing said facilities and returning the materials to the Company storeroom, minus the estimated value of salvaged materials to be returned to storeroom at the end of the electrical service.

Any customer making an advance deposit under this section is eligible for a rebate of the monies advanced under (1) of the preceding paragraph, beginning with the first full billing month for full operation of the customer's facility and ending with the 24th consecutive month thereafter. The rebate will be 40% of the monthly electric service paid by the customer. The total amount of all rebates shall not exceed the amount of the monies advanced under (1) of the preceding paragraph. In addition, following the continuous use of electric service for twenty-four (24) months, any monies held by the Company will be promptly refunded to the customer. The Company, at its discretion, may accept a letter of credit or performance bond, payable to the Company, in lieu of an advance deposit.

C. General

The Company will extend its lines to serve domestic customers and farm customers for year-round service under applicable tariffs subject to the following conditions:

- i. Extensions hereunder shall be built by the Company in accordance with its construction standards and shall be single phase unless the Company elects to build polyphase lines.
- ii. In those cases where it is not feasible or practicable to construct lines on public rights-of-way and it is necessary to secure rights-of-way on private property or tree trimming permits, the applicant or applicants shall secure the same without cost to the Company, or assist the Company, in obtaining such rights-of-way on private property or tree trimming permits before construction

(Continued on Sheet No. C-13.00)

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DATED
IN CASE NO

(Continued from Sheet No. C-12.00)

- iii. shall commence. The Company shall be under no obligation to construct lines in event the necessary rights-of-way or tree-trimming permits cannot be so obtained.

13. UNDERGROUND ELECTRIC LINES

A. General

In case of all direct burial underground extensions of electric distribution facilities as covered by conditions as set forth in this Section 13, the real estate developer or customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to the estimated difference in cost between overhead and direct burial underground facilities. "Distribution facilities" means those operated at 20,000 volts or less to ground for wye connected systems and 20,000 volts or less for delta connected systems. Charges in this Section 13 are in addition to any charges that may be required in Section 12 for equivalent overhead facilities.

B. Residential

i. In Subdivisions

(1) Distribution Facilities

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

The owner or developer of such shall be required to make a nonrefundable contribution in aid of construction to the Company, for direct burial underground distribution facilities, in an amount equal to the sum of the lot front-foot measurement multiplied by \$2.00, which amount shall be considered to be the difference in cost between overhead and direct burial underground distribution facilities.

The front-foot measurement of each lot to be served by a residential underground distribution system shall be made along the contour of the front lot line. The front lot line is that line which usually borders on or is adjacent to a street.

However, when streets border on more than one side of a lot, the shortest dimension shall be used. In case of a curved lot line that borders on a street or streets and represents at least two sides of the lot, the front-foot measurements shall be considered as one-half the total measurement of the curved lot line. Where a lot is served by an underground service

(Continued on Sheet No. C-14.00)

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IN CASE NO

(Continued from Sheet No. C-13.00)

from an overhead distribution line, the lot front-foot measurement shall be deleted. The construction provided for in the \$2.00 per lot front-foot contribution in aid of construction includes the extension of electric distribution facilities to the lot line of each lot in the subdivision.

The use of the lot front-foot measurement in these rules shall not be construed to require that the underground electric distribution facilities be placed on the front of the lot.

(2) Service Facilities

The Company shall install, own, and maintain the service line from the property line to the customer's meter. For normal installation of the service line, the developer or customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to \$11.25 per trench foot.

ii. Outside of Subdivisions

(1) Distribution Facilities

The customer located outside of subdivisions shall be required to make a nonrefundable contribution in aid of construction to the Company in an amount equal to the estimated total difference in cost between overhead and underground construction costs.

(2) Service Facilities

For normal installation of the service line, the customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to \$11.25 per trench foot.

iii. Mobile Home Parks, Condominiums and Apartment House Complexes

The distribution and service facilities for new and existing mobile home parks, condominiums, and apartment house complexes in which electric facilities have not already been constructed shall be placed underground.

The owner or developer of such mobile home parks, condominiums, and apartment house complexes shall be required to make a nonrefundable contribution in aid of construction to the Company for distribution facilities in an amount equal to \$2.00 per trench foot and service facilities in an amount equal to \$9.75 per trench foot and \$3.00 per kVA for transformers (installed). Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of Section 12 B (iii).

(Continued on Sheet No. C-15.00)

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IN CASE NO**

C. Commercial and Industrial

The developer or customer shall be required to make a nonrefundable contribution in aid of construction to the Company for the following facilities:

(Continued from Sheet No. C-15.00)

14. TEMPORARY SERVICE.

Temporary service is electric service that is required during the construction phase of a project and/or electric service that is provided to new customers for a period not to exceed 12 months. Such service is available only upon approval of the Company. In order to qualify for temporary service, the customer must demonstrate to the Company's satisfaction that the requested service will, in fact, be temporary in nature.

Temporary service for residential construction will be supplied using Tariff R.S. Temporary service for general service construction will be supplied under the appropriate published general service tariff applicable to the class of business of the customer. Temporary service will be supplied when the Company has available unsold capacity of lines, transformers, and generating equipment. The customer will be charged a minimum temporary service installation charge, payable in advance, based on the Company's actual cost to install and remove, less salvage, the required facilities to provide the temporary service. The Company reserves the right to require a written contract for temporary service, at its option.

15 DENIAL OR DISCONTINUANCE OF SERVICE

Pursuant to rules R460.136, R460.137, and R460.1625, the Company reserves the right to shutoff service to any customer without notice, in case of an emergency or to prevent fraud upon the Company. Additional shutoff of service rules applicable to nonresidential service are set forth in the MPSC Rules in Part 7 of the Billing Practices Applicable to Non-Residential Electric and Gas Customers, as referenced herein, and are set forth, as applicable, to residential service in Part 8 of the Consumer Standards and Billing Practices for Electric and Gas Residential Service, as referenced herein.

Any shutoff of service shall not terminate the contract between the Company and the customer nor shall it abrogate any minimum charge that may be effective.

The Company may disconnect service without request by the customer and with proper notification in writing of at least 14 days when:

- (a) The customer does not provide adequate access to the meter during normal business hours or denies access to other Company equipment; or
- (b) The customer does not provide adequate safe clearance in front of and around metering and associated equipment; or
- (c) The customer does not allow safe egress and regress across the customer's property to access metering and other Company equipment; or
- (d) The meter is located in an inaccessible location such as a basement, fenced area, porch, etc., and the customer denies the Company reasonable access; or
- (e) The customer's equipment falls into disrepair due to aging or abuse and needs to be replaced due to eminent safety considerations; or
- (f) The meter installation does not fall under commonly acceptable installation practices or where conditions at the customer's site change, causing the meter installation to no longer meet acceptable installation guidelines.

(Continued on Sheet No. C-17.00)

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**EFFECTIVE FOR SERVICE RENDERED
FOR THE PSCR 2009 PLAN YEAR**

**ISSUED UNDER AUTHORITY OF THE
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DATED
IN CASE NO**

(Continued from Sheet No. C-16.00)

The Company may disconnect service without request by the customer and without prior notice only:

- (a) If a condition dangerous or hazardous to life, physical safety, or property exists; or
- (b) Upon order by any court, the Commission or other duly authorized Public Authority; or
- (c) If fraudulent or unauthorized use of electricity is detected and the Company has reasonable grounds to believe the affected customer is responsible for such use; or
- (d) If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected customer is responsible for such tampering.

16. SPECIAL SERVICE CHARGES.

The following schedule reflects the amounts to be charged for the special services stipulated.

SCHEDULE OF CHARGES	AMOUNT
1. Reconnect for nonpay during regular business hours.	\$89
2. Reconnect for nonpay during workday overtime hours and all day Saturday.	\$125
3. Reconnect for nonpay on Sundays or holidays.	\$203
4. Reconnect for customer convenience, i.e., three month vacation, lake cottage, etc. will be same charges as 1 through 3 above and 7 through 10 below as applicable.	
5. Trip where Company employees are sent to customer premises to specifically notify the customer that bill payment is due.	\$37
6. Disconnect trips where notification is left for the customer at the premises, the customer pays the bill, or the customer signs a Company form indicating payment by the end of the same day and no disconnect is made.	\$44
7. Reconnect for nonpay when disconnect is required to be made from a vault, manhole, or service box.	\$419
8. Reconnect for nonpay when disconnect is required to be made at pole during regular business hours.	\$113
9. Reconnect for nonpay when disconnect is required to be made at pole during workday overtime hours and all day Saturday.	\$174
10. Reconnect for nonpay when disconnect is required to be made at pole on Sunday or holidays	\$296
11. No-power service call when the customer's facilities are clearly at fault and the customer was advised of the charge.	\$44
12. Meter test or change when charge is permitted in accordance with the provision of MPSC rule 460-3601	\$72
13. Customer's check returned for nonsufficient funds.	\$7

(Continued on Sheet No. C-18.00)

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**ISSUED UNDER AUTHORITY OF THE
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DATED
IN CASE NO**

(Continued from Sheet No. C-17.00)

17. MISCELLANEOUS CUSTOMER CHARGES

When the Company detects that its regulating, measuring equipment, or other facilities have been tampered with or when fraudulent or unauthorized use of electricity has occurred, a rebuttable presumption arises that the customer or other user has benefited by such fraudulent or unauthorized use of such tampering. Therefore, that customer or other user is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and is responsible for the cost of field calls and the cost of making repairs necessitated by such use and/or tampering, plus a charge of \$50 per occurrence. Under such circumstances the Company will institute the procedures outlined in Rule 63.

18. CUSTOMER OWNED EQUIPMENT TROUBLESHOOTING.

When requested by the customer to investigate any problems with customer owned equipment that is connected to the Company's system, such as a generator, transformer, or other unique customer-owned facilities, the Company will conduct investigations at no charge to the customer. Company will make all reasonable attempts to resolve any problems when the Company is found to be at fault. If the customer owned equipment is found to be at fault, the Company may at the customer's request, and upon mutual agreement, continue troubleshooting the problem if the customer consents to paying for all additional charges which shall be based on actual labor and material incurred.

19 VOLTAGES

The standard nominal distribution service voltages within the service area of the Company are:

Secondary		Primary
Single Phase	Three Phase	Three Phase
120/240 Volts	120/208 Volts	4160/2400 Volts**
120/208 Volts	*120/240 Volts	12470/7200 Volts
480 Volts	277/480 Volts	34500/19950 Volts
	*480 Volts	
* Not available when supplied from 34500/19950 primary distribution systems.		
** Limited to existing 4160/2400 volt distribution systems or from a dedicated subtransmission or transmission station		

(Continued on Sheet No. C-19.00)

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DATED
IN CASE NO**

(Continued from Sheet No. C-18.00)

The standard subtransmission and transmission service voltages within the service area of the Company are:

Subtransmission	Transmission
Single or Three Phase	Three Phase
34.5 kV	138 kV
69 kV	345 kV
	765 kV

20. TAX ADJUSTMENT AND FRANCHISE FEES

Bills to customers receiving service within the limits of political subdivisions which levy special license fees, franchise fees or any other such fee against the Company or its operation or the production or sale of electric energy shall be increased by a uniform per meter surcharge calculated on an annual basis to offset such special fee or any new or increased special fee, thereby preventing other customers from being compelled to share such local fees.

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SECTION D

STANDARD TARIFFS

INDIANA MICHIGAN POWER COMPANY

SCHEDULE OF TARIFFS
GOVERNING THE SALE OF ELECTRICITY
IN THE COMPANY'S SERVICE AREA

ISSUED
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FORT WAYNE, INDIANA

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TARIFF RS
(Residential Electric Service)

Availability of Service

Available for full residential electric service through one meter to individual residential customers including rural residential customers engaged principally in agricultural pursuits who take Standard Service from the Company.

Monthly Rate (Tariff Codes 015 and 016)

	Power Supply	Delivery	Total
Service Charge (\$)	--	7.75	7.75
Energy Charge (¢ per kWh)	7.116	1.936	9.052

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Storage Water-Heating Provision

This provision is closed except for the present installation of current customers receiving service hereunder at premises served prior to May 1, 1997.

If the customer installs a Company-approved storage water-heating system that consumes electrical energy only during off-peak hours as specified by the Company and stores hot water for use during on-peak hours, the following shall apply:

Tariff Code

- 012 (a) For Minimum Capacity of 80 gallons, the last 300 kWh of use in any month shall be billed at the Storage Water-Heating Energy Charge.
- 013 (b) For Minimum Capacity of 100 gallons, the last 400 kWh of use in any month shall be billed at the Storage Water-Heating Energy Charge.
- 014 (c) For Minimum Capacity of 120 gallons or greater, the last 500 kWh of use in any month shall be billed at the Storage Water-Heating Energy Charge.

	Power Supply	Delivery	Total
Storage Water-Heating Energy Charge (¢ per kWh)	2.385	1.936	4.321

(Continued on Sheet No. D-3.00)

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**TARIFF RS
(Residential Electric Service)**

(Continued From Sheet No. D-2.00)

These provisions, however, shall in no event apply to the first 200 kWh used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For purposes of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

The Company reserves the right to inspect at all reasonable times the storage water-heating system and devices which qualify the residence for service under the Storage Water-Heating Provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that in its sole judgement the availability conditions of this tariff are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

This provision is subject to the Service Charge as stated in the above monthly rate and all applicable riders.

Load Management Water-Heating Provision (Tariff Code 011)

This provision is closed except for the present installations of current customers receiving service at premises served prior to January 1, 2002.

For residential customers who install a Company-approved load management water-heating system which consumes electrical energy primarily during off-peak hours specified by the Company and stores hot water for use during on-peak hours, of minimum capacity of 80 gallons, the last 250 kWh of use in any month shall be billed at the Load Management Water-Heating Energy Charge.

	Power Supply	Delivery	Total
Load Management Water-Heating Energy Charge (¢ per kWh)	2.385	1.936	4.321

This provision, however, shall in no event apply to the first 200 kWh used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week..

(Continued on Sheet No. D-4.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF RS
(Residential Electric Service)**

(Continued From Sheet No. D-3.00)

The Company reserves the right to inspect at all reasonable times the load management water-heating system(s) and devices which qualify the residence for service under the Load Management Water-Heating Provision. If the Company finds that in its sole judgement the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

This provision is subject to the Service Charge as stated in the above monthly rate and all applicable riders.

Space-Heating Provision

When service is supplied to a residence that has permanently installed electric-heating equipment as the primary source of space heating, all kWh used during the billing months of November through May (exclusive of storage or load management water-heating kWh) shall be billed at the Space-Heating Energy Charge.

	Power Supply	Delivery	Total
Space-Heating Energy Charge (¢ per kWh)	6.715	1.936	8.651

This provision is subject to the Service Charge as stated in the above monthly rate and all applicable riders.

Delayed Payment Charge

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in R 460.122 of the MPSC Rules. The due date shall be 21 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

(Continued on Sheet No. D-5.00)

**ISSUED
BY PAUL CHODAK III
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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF RS
(Residential Electric Service)**

(Continued From Sheet No. D-4.00)

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Item 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

Special Terms And Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is available for single-phase service only. Where three-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

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BY PAUL CHODAK III
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FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF RS-TOD
(Residential Time-of-Day Service)**

Availability of Service

Available for residential electric service through one single-phase, multi-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods to individual residential customers, including residential customers engaged principally in agricultural pursuits, who take Standard Service from the Company.

Monthly Rate (Tariff Code 030)

	Power Supply	Delivery	Total
Service Charge (\$)	--	8.50	8.50
Energy Charge (¢ per kWh): For all on-peak kWh used	13.307	1.936	15.243
For all off-peak kWh used	2.385	1.936	4.321

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

Minimum Charge

This tariff is subject to a minimum charge equal to the monthly service charge and all applicable riders.

Delayed Payment Charge

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in R 460-122 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

(Continued on Sheet No. D-7.00)

**ISSUED
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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF RS-TOD
(Residential Time-of-Day Service)**

(Continued From Sheet No. D-6.00)

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Item 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

Special Terms And Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is available for single-phase service only. Where three-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

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EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

TARIFF RS-OPES
(Residential Off-Peak Energy Storage)

Availability of Service

Available to customers eligible for Tariff RS (Residential Service) who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating equipment and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, who take Standard Service from the Company.

Households eligible to be served under this Tariff shall be metered through one single-phase, multi-register meter capable of measuring electrical energy consumption during on-peak and off-peak billing periods.

Monthly Rate (Tariff Code 032)

	Power Supply	Delivery	Total
Service Charge (\$)	--	8.50	8.50
Energy Charge (¢ per kWh): For all on-peak kWh used	13.307	1.936	15.243
For all off-peak kWh used	2.385	1.936	4.321

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

Conservation and Load Management Credit

For the combination of an approved electrical thermal storage space-heating system and water heater, both of which are designed to consume electrical energy only during the off-peak billing period as previously described in this tariff, each residence will receive a generation credit of 0.00¢ for all off-peak kWh used, for a total of 60 monthly billing periods following the installation and use of these devices in such residence.

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Separate Metering Provision

Customers shall have the option of receiving service under Tariff RS for their general-use load by separately wiring this equipment to a standard residential meter.

(Continued on Sheet No. D-9.00)

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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF RS-OPES
(Residential Off-Peak Energy Storage)**

(Continued From Sheet No. D-8.00)

Delayed Payment Charge

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in R 460-122 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Item 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

The Company reserves the right to inspect at all reasonable times the energy storage and load management devices which qualify the residence for service and for conservation and load management credits under this tariff, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that in its sole judgement the availability conditions of this tariff are being violated, it may discontinue billing the customer under this tariff and commence billing under the appropriate Residential Service Tariff.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

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BY PAUL CHODAK III
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FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

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DATED
IN CASE NO.

**TARIFF RS-SC
(Optional Residential Senior Citizen)**

Availability of Service

Available to qualified customers desiring service for residential uses which include only those purposes which are usual in individual private family dwellings or separately metered apartments and in the usual appurtenant buildings served through the residential meter who take Standard Service from the Company. This rate is not available for commercial or industrial service, for resale purposes, or for alternate residence. To qualify for this rate, the customer must be 65 years of age and head of the household.

The optional rate is not available for an alternate or seasonal home and the customer shall contract to remain on this rate for at least 12 months.

Monthly Rate (Tariff Codes 023)

	Power Supply	Delivery	Total
Service Charge (\$)	--	7.75	7.75
Energy Charge (¢ per kWh):			
For the first 300 kWh used per month	2.385	1.936	4.321
For the next 600 kWh used per month	6.715	1.936	8.651
For all kWh over 900 used per month	23.715	1.936	25.651

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Storage Water-Heating Provision

This provision is closed except for the present installation of current customers receiving service hereunder at premises served prior to May 1, 1997.

If the customer installs a Company-approved storage water-heating system that consumes electrical energy only during off-peak hours as specified by the Company and stores hot water for use during on-peak hours, the following shall apply:

(Continued on Sheet No.D-11.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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IN CASE NO.**

**TARIFF RS-SC
(Optional Residential Senior Citizen)**

(Continued From Sheet No. 10.00)

Tariff Code

- 024 (a) For Minimum Capacity of 80 gallons, the last 300 kWh of use in any month shall be billed at the Storage Water-Heating Energy Charge.
- 025 (b) For Minimum Capacity of 100 gallons, the last 400 kWh of use in any month shall be billed at the Storage Water-Heating Energy Charge.
- 026 (c) For Minimum Capacity of 120 gallons or greater, the last 500 kWh of use in any month shall be billed at the Storage Water-Heating Energy Charge.

	Power Supply	Delivery	Total
Storage Water-Heating Energy Charge (\$ per kWh)	2.385	1.936	4.321

These provisions, however, shall in no event apply to the first 200 kWh used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For purposes of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

The Company reserves the right to inspect at all reasonable times the storage water-heating system and devices which qualify the residence for service under the Storage Water-Heating Provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that in its sole judgement the availability conditions of this tariff are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

This provision is subject to the Service Charge as stated in the above monthly rate and all applicable riders.

Load Management Water-Heating Provision (Tariff Code 027)

This provision is closed except for the present installations of current customers receiving service at premises served prior to January 1, 2002.

(Continued on Sheet No. D-12.00)

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FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF RS-SC
(Optional Residential Senior Citizen)**

(Continued From Sheet No. D-11.00)

For residential customers who install a Company-approved load management water-heating system which consumes electrical energy primarily during off-peak hours specified by the Company and stores hot water for use during on-peak hours, of minimum capacity of 80 gallons, the last 250 kWh of use in any month shall be billed at the Load Management Water-Heating Energy Charge.

	Power Supply	Delivery	Total
Load Management Water-Heating Energy Charge (¢ per kWh)	2.385	1.936	4.321

This provision, however, shall in no event apply to the first 200 kWh used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

The Company reserves the right to inspect at all reasonable times the load management water-heating system(s) and devices which qualify the residence for service under the Load Management Water-Heating Provision. If the Company finds that in its sole judgement the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

This provision is subject to the Service Charge as stated in the above monthly rate and all applicable riders.

Delayed Payment Charge

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in R 460-122 of the MPSC rules. The due date shall be 21 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

(Continued on Sheet No. D-13.00)

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EFFECTIVE FOR SERVICE RENDERED ON
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MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF RS-SC
(Optional Residential Senior Citizen)**

(Continued From Sheet No. D-12.00)

Term of Contract

Contracts under this tariff will be made for a minimum of 12 months.

Special Terms And Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is available for single-phase service only. Where three-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

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EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

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DATED
IN CASE NO.

**TARIFF SGS
(Small General Service)**

Availability of Service

Available for general service to customers with 12-month average metered demands of less than 10 kW (excluding the demand served by the Load Management Time-of-Day Provision) who take Standard Service from the Company.

Monthly Rate (Tariff Codes 211 and 212)

	Power Supply	Delivery	Total
Service Charge (\$)	--	7.05	7.05
Energy Charge (¢ per kWh):			
For the first 2,000 kWh used per month	6.758	2.319	9.077
For all kWh over 2,000 used per month	3.956	2.319	6.275

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Delayed Payment Charge

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

(Continued on Sheet No. D-15.00)

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF SGS
(Small General Service)**

(Continued From Sheet No. D-14.00)

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Item 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

Load Management Time-of-Day Provision

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating furnaces and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours who take Standard Service from the Company.

Customers shall have the option of receiving service under Tariff SGS for their general-use load by separately wiring this equipment to a standard meter.

Monthly Rate (Tariff Code 225)

	Power Supply	Delivery	Total
Service Charge (\$)	--	7.15	7.15
Energy Charge (¢ per kWh): For all on-peak kWh used	10.526	2.319	12.845
For all off-peak kWh used	2.395	2.319	4.714

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

This provision is subject to the terms and conditions of Tariff SGS including all applicable riders.

(Continued on Sheet No. D-16.00)

**ISSUED
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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.**

**TARIFF SGS
(Small General Service)**

(Continued From Sheet No. D-15.00)

Optional Unmetered Service Provision

Available to customers who qualify for Tariff SGS, use the Company's service for commercial purposes consisting of small fixed electric loads such as traffic signals and signboards, and who take Standard Service from the Company. This service will be furnished at the option of the Company.

Each separate service delivery point shall be considered a contract location and shall be separately billed under the service contract. In the event one customer has several accounts for like service, the Company may meter one account to determine the appropriate kilowatt-hour usage applicable for each of the accounts.

The customer shall furnish switching equipment satisfactory to the Company. The customer shall notify the Company in advance of every change in connected load or change in operation, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual energy consumption. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision, and shall be entitled to bill the customer retroactively on the basis of the increased load as provided in MPSC rule [R460.1617(2)].

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation.

Monthly Rate (Tariff Codes 214 and 204)

	Power Supply	Delivery	Total
Service Charge (\$)	--	5.20	5.20
Energy Charge (¢ per kWh): For the first 2,000 kWh used per month	6.758	2.319	9.077
For all kWh over 2,000 used per month	3.956	2.319	6.275

This provision is subject to the terms and conditions of Tariff SGS including all applicable riders.

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**EFFECTIVE FOR SERVICE RENDERED ON
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IN CASE NO.**

**TARIFF MGS
(Medium General Service)**

Availability of Service

Available for general service customers with 12-month average metered demands of 10 kW or greater who take Standard Service from the Company. Customers may continue to qualify for service under this tariff until their 12-month average metered demands exceeds 1,500 kW.

Monthly Rate

Tariff Codes	Voltage	Power Supply	Delivery	Total
215 & 218	Secondary			
	Service Charge (\$)	--	16.75	16.75
	Demand Charge (\$ per kW)	1.21	4.25	5.46
	Energy Charge (¢ per kWh)	6.533	--	6.533
217	Primary			
	Service Charge (\$)		165.00	165.00
	Demand Charge (\$ per kW)	1.18	2.37	3.55
	Energy Charge (¢ per kWh)	6.350	--	6.350
236	Subtransmission			
	Service Charge (\$)		165.00	165.00
	Demand Charge (\$ per kW)	1.15	--	1.15
	Energy Charge (¢ per kWh)	6.239	--	6.239

Minimum Charge

Bills computed under the above rate are subject to the operation of minimum charge provisions as follows:

- (a) Minimum Charge - For demand accounts up to 100 kW - the service charge and all applicable riders.
- For demand accounts over 100 kW - the sum of the service charge, the product of the demand charge and the monthly billing demand, and all applicable riders.

Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of

(Continued on Sheet No. D-18.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.**

**TARIFF MGS
(Medium General Service)**

(Continued From Sheet No. D-17.00)

the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than one single-phase or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator. Where energy is presently delivered through two meters, the billing demand shall be taken as the sum of the two demands separately determined.

The minimum monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 kW or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW.

The minimum monthly billing demand shall not be less than 25% of the greater of (a) the customer's contract capacity in excess of 100 kW or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW during the billing months of May through November for customers with more than 50% of their connected load used for space heating purposes.

The Metered Voltage adjustment, as set forth above, shall not apply to the customer's minimum monthly billing demand.

Billing demands shall be rounded to the nearest whole kW.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905, of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

(Continued on Sheet No. D-19.00)

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BY PAUL CHODAK III
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**EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.**

**TARIFF MGS
(Medium General Service)**

(Continued From Sheet No. D-18.00)

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

Term of Contract

Service under this tariff will be for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. A written agreement may, at the Company's option, be required to fulfill the provisions of Item 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

A new initial period will not be required for existing customers who increase their requirements after the original initial period unless new or additional facilities are required.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement.

Notwithstanding any requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

(Continued on Sheet No. D-20.00)

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BY PAUL CHODAK III
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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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IN CASE NO.**

**TARIFF MGS
(Medium General Service)**

(Continued From Sheet No. D-19.00)

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or backup electric service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 10 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

Load Management Time-of-Day Provision

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating furnaces and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and take Standard Service from the Company.

Customers shall have the option of receiving service under Tariff MGS for their general-use load by separately wiring this equipment to a standard meter.

The customer shall be responsible for all local facilities required to take service under this provision.

Monthly Rate (Tariff Code 223)

Voltage	Power Supply	Delivery	Total
Secondary			
Service Charge (\$)	--	16.75	16.75
Energy Charge (¢ per kWh): For all on-peak kWh used	10.645	1.621	12.266
For all off-peak kWh used	2.397	1.621	4.018

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

This provision is subject to the terms and conditions of Tariff MGS including all applicable riders.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF MGS-TOD
(Medium General Service - Time-of-Day)

Availability of Service

Available for general service customers with 12-month average metered demands not greater than 150 kW who take Standard Service from the Company. Availability is limited to secondary service. This tariff is closed to customers with 12-month average metered demands greater than 150 kW except for current Tariff MGS-TOD customers in the former Three Rivers Rate Area receiving service as of _____, 2010.

Monthly Rate (Tariff Code 229)

Voltage	Power Supply	Delivery	Total
Secondary			
Service Charge (\$)	--	16.75	16.75
Energy Charge (¢ per kWh): For all on-peak kWh used	10.645	1.621	12.266
For all off-peak kWh used	2.397	1.621	4.018

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the secondary voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered kWh values will be adjusted for billing purposes. If the Company elects to adjust kWh based on multipliers, the adjustment shall be 0.98 when measurements are taken at the high-side of a Company-owned transformer.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905, of the MPSC rules. The due date shall be 22 days following the date of transmittal.

(Continued on Sheet No. D-22.00)

**ISSUED
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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF MGS-TOD
(Medium General Service - Time-of-Day)**

(Continued From Sheet No. D-21.00)

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Item 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF LGS
(Large General Service)**

Availability of Service

Available for general service customers with metered demands greater than 100 kW who take Standard Service from the Company. Customers may continue to qualify for service under this tariff until their 12-month average metered demand exceeds 1,500 kW.

Monthly Rate

Tariff Codes	Voltage	Power Supply	Delivery	Total
240 & 242	Secondary			
	Service Charge (\$)	--	44.00	44.00
	Demand Charge (\$ per kW)	4.76	4.95	9.71
	Energy Charge (¢ per kWh): For all on-peak kWh used	8.479	--	8.479
	For all off-peak kWh used	2.425	--	2.425
244	Primary			
	Service Charge (\$)	--	207.00	207.00
	Demand Charge (\$ per kW)	4.62	3.05	7.67
	Energy Charge (¢ per kWh): For all on-peak kWh used	8.242	--	8.242
	For all off-peak kWh used	2.357	--	2.357
248	Subtransmission			
	Service Charge (\$)	--	207.00	207.00
	Demand Charge (\$ per kW)	4.51	0.03	4.54
	Energy Charge (¢ per kWh): For all on-peak kWh used	8.097	--	8.097
	For all off-peak kWh used	2.316	--	2.316

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the sum of the service charge, the product of the demand charge and the monthly billing demand, and all applicable riders. The power factor clause shall not operate to change the monthly minimum charge.

(Continued on Sheet No. D-24.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF LGS
(Large General Service)**

(Continued From Sheet No. D-23.00)

Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than one single-phase or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator, subject to the off - peak hour provision.

Where energy is presently delivered through two meters, the billing demand will be taken as the sum of the two demands separately determined.

The minimum monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity, or (b) the customer's highest previously established monthly billing demand during the past 11 months, or (c) 100 kW.

The minimum monthly billing demand shall not be less than 25% of the greater of (a) the customer's contract capacity, or (b) the customer's highest previously established monthly billing demand during the past 11 months, or (c) 100 kW during the billing months of May through November for customers with more than 50% of their connected load used for space-heating purposes.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

Billing demands shall be rounded to the nearest whole kW.

Off-Peak Hour Provision

Demand created during the off-peak billing period shall be disregarded for billing purposes provided that the billing demand shall not be less than 60% of the maximum demand created during the billing month.

Availability of this provision is subject to the availability of capacity in the Company's existing facilities.

Adjustments to Rate

Bills computed under the rate set forth herein will be adjusted as follows:

(Continued on Sheet No. D-25.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF LGS
(Large General Service)**

(Continued From Sheet No. D-24.00)

A. Power Factor

The rate set forth in this tariff is subject to power factor adjustment based upon the maintenance by the customer of an average monthly power factor of 85%, leading or lagging, as measured by integrating meters. When the average monthly power factor is above or below 85%, leading or lagging, the total monthly charge, exclusive of PSCR, will be multiplied by the constant, rounded to the nearest 0.0001, derived from the following formula:

$$\text{Constant} = 0.9510 + \left[0.1275 \left[\frac{\text{RKVAH}}{\text{KWH}} \right]^2 \right]$$

In no event shall the Constant derived from the above formula be greater than 2.0000.

Power factor adjustment, as set forth above, will not be made when minimum billing demands occur.

B. Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905, of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

(Continued on Sheet No. D-26.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF LGS
(Large General Service)**

(Continued From Sheet No. D-25.00)

Term of Contract

Service under this tariff will be for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. A written agreement may, at the Company's option, be required to fulfill the provisions of Item 1, 9, and/or 12 of the Terms and Conditions of Standard Service.

A new initial period will not be required for existing customers who increase their requirements after the original initial period unless new or additional facilities are required.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Notwithstanding any requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or backup service from the Company. Where such conditions exist, the customer shall

(Continued on Sheet No. D-27.00)

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DATED
IN CASE NO.**

**TARIFF LGS
(Large General Service)**

(Continued From Sheet No. D-26.00)

contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 100 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

Load Management Time-of-Day Provision

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating furnaces and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and take Standard Service from the Company.

Customers shall have the option of receiving service under Tariff LGS for their general-use load by separately wiring this equipment to a standard meter.

The customer shall be responsible for all local facilities required to take service under this provision.

Monthly Rate (Tariff Code 251)

Voltage	Power Supply	Delivery	Total
Secondary			
Service Charge (\$)	--	44.00	44.00
Energy Charge (¢ per kWh):			
For all on-peak kWh used	10.877	1.201	12.078
For all off-peak kWh used	2.396	1.201	3.597

For purpose of this provision, the on-peak and off-peak billing periods are the same as previously described in this tariff.

This provision is subject to the terms and conditions of Tariff LGS including all applicable riders.

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BY PAUL CHODAK III
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FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
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DATED
IN CASE NO.

**TARIFF LP
(Large Power)**

Availability of Service

Available for general service customers who take Standard Service from the Company. The customer shall contract for a sufficient capacity to meet normal maximum requirements, but in no case shall the capacity contracted for be less than 1,500 kW.

Monthly Rate

Tariff Codes	Voltage	Power Supply	Delivery	Total
306	Primary			
	Service Charge (\$)	--	259.00	259.00
	Demand Charge (\$ per kW)	7.54	3.20	10.74
	Energy Charge (¢ per kWh): For the first 210 on-peak kWh used per kW	8.438	--	8.438
	For all over 210 on-peak kWh used per kW	2.391	--	2.391
	For all off-peak kWh used	2.391	--	2.391
308	Subtransmission			
	Service Charge (\$)	--	880.00	880.00
	Demand Charge (\$ per kW)	7.38	0.31	7.69
	Energy Charge (¢ per kWh): For the first 210 on-peak kWh used per kW	8.286	--	8.286
	For all over 210 on-peak kWh used per kW	2.348	--	2.348
	For all off-peak kWh used	2.348	--	2.348
310	Transmission			
	Service Charge (\$)	--	880.00	880.00
	Demand Charge (\$ per kW)	6.90	0.27	7.17
	Energy Charge (¢ per kWh): For the first 210 on-peak kWh used per kW	8.202	--	8.202
	For all over 210 on-peak kWh used per kW	2.324	--	2.324
	For all off-peak kWh used	2.324	--	2.324

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

(Continued on Sheet No. D-29.00)

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EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.

**TARIFF LP
(Large Power)**

(Continued From Sheet No. 28.00)

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge, plus the product of the demand charge and the monthly billing demand, and all applicable riders. The power factor clause shall not operate to change the monthly minimum charge.

Monthly Billing Demand

The billing demand in kW shall be taken each month as the single highest 15-minute integrated peak in kW, as registered during the month by a demand meter or indicator, subject to off-peak hour provision, but the monthly billing demand so established shall, in no event, be less than 60% of the greater of (a) the customer's contract capacity, (b) the customer's highest previously established monthly billing demand during the past 11 months, or (c) 1,500 kW.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

Billing demands shall be rounded to the nearest whole kW.

Off-Peak Hour Provision

Demand created during the off-peak billing period shall be disregarded for billing purposes provided that the billing demand shall not be less than 60% of the maximum demand created during the billing month.

Availability of this provision is subject to the availability of capacity in the Company's existing facilities.

Adjustments to Rate

Bills computed under the rate set forth herein will be adjusted as follows:

A. Power Factor

The rates set forth in this tariff are subject to power factor adjustment based upon the maintenance by the customer of an average monthly power factor of 85%, leading or lagging, as measured by integrating meters. When the average monthly power factor is above or below 85%, leading or lagging, the total monthly charge, exclusive of PSCR, will be multiplied by the constant, rounded to the nearest 0.0001, derived from the following formula:

$$\text{Constant} = 0.9510 + \left[0.1275 \left[\frac{\text{RKVAH}}{\text{KWH}} \right]^2 \right]$$

(Continued on Sheet No. D-30.00)

**ISSUED
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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF LP
(Large Power)**

(Continued From Sheet No. D-29.00)

In no event shall the Constant derived from the above formula be greater than 2.0000.

Power factor adjustment, as set forth above, will not be made when minimum billing demands occur.

B. Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Furnace Load Provision

A reduced capacity charge, as stated below, shall apply to service for operation of electric furnaces for metal melting or ore reduction, where the demand for such load is separately metered. This provision shall apply only to electric furnace use with combined billing demand of 500 kW or more. The customer must provide special circuits in order that the Company may install separate metering for the furnace load. All other provisions of Tariff LP shall apply to the furnace load.

Furnace Demand Charge (\$ per kW)	Power Supply	Delivery	Total
Primary	7.12	3.20	10.32
Subtransmission	7.02	0.31	7.33
Transmission	6.58	0.27	6.85

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

(Continued on Sheet No. D-31.00)

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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF LP
(Large Power)**

(Continued From Sheet No. D-30.00)

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

Term of Contract

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least one year's written notice to the other of the intention to discontinue service under the terms of this tariff.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. Where new facilities are required, the Company reserves the right to require initial contracts for periods of greater than two years.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than twelve (12) consecutive months.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

A customer's plant is considered as one or more buildings that are served by a single electrical distribution system provided and operated by customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in the Terms and Conditions of Standard Service.

(Continued on Sheet No. D-32.00)

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DATED
IN CASE NO.**

**TARIFF LP
(Large Power)**

(Continued From Sheet No. D-31.00)

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or backup electric service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 1,500 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

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BY PAUL CHODAK III
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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.**

TARIFF MS
(Municipal and School Service)

This tariff is in the process of elimination and is withdrawn except for the present installations of customers receiving service hereunder at premises serviced prior to October 1, 1976. When new or upgraded facilities are required to maintain service to a Tariff MS customer, the customer shall be removed from Tariff MS and be required to take service under an appropriate general service tariff for which the customer qualifies.

Availability of Service

Available to governmental authorities of municipalities, townships, counties, the State of Michigan, and the United States for the supply of electric energy to public buildings or locations which are supported by public tax levies and to primary and secondary schools who take Standard Service from the Company.

Monthly Rate (Tariff Codes 543 and 544)

	Power Supply	Delivery	Total
Service Charge (\$)	--	27.10	27.10
Energy Charge (\$ per kWh): For all kWh equal to the monthly billing demand (kW) times 250 hours of use	6.838	1.393	8.231
For all kWh greater than the monthly billing demand (kW) times 250 hours of use	5.792	1.393	7.185

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than one single-phase and/or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter. Where energy is presently delivered through two meters, the monthly billing demand will be taken as the sum of the two demands separately determined. The minimum billing demand shall be 10 kW.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

(Continued on Sheet No.D-35.00)

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FORT WAYNE, INDIANA**

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MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF MS
(Municipal and School Service)**

(Continued From Sheet No. D-34.00)

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

Term of Contract

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF WSS
(Water and Sewage Service)**

Availability of Service

Available for the supply of electric energy to waterworks systems and sewage disposal systems who take Standard Service from the Company.

Monthly Rate

Tariff Codes	Voltage	Power Supply	Delivery	Total
545	Secondary			
	Service Charge (\$)	--	10.00	10.00
	Energy Charge (¢ per kWh)	6.185	0.827	7.012
546	Primary			
	Service Charge (\$)	--	49.00	49.00
	Energy Charge (¢ per kWh)	6.011	0.213	6.224
542	Subtransmission			
	Service Charge (\$)	--	49.00	49.00
	Energy Charge (¢ per kWh)	5.907	--	5.907

Minimum Charge

This tariff is subject to a minimum monthly charge that is the sum of the service charge, the product of the customer's minimum monthly demand and the demand charge, and all applicable riders. The customer's minimum monthly demand shall be the greater of the customer's contract capacity or the customer's highest previously established monthly demand during the past eleven months.

	Power Supply	Delivery	Total
Demand Charge (\$ per kW)	--	3.87	3.87

Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the

(Continued on Sheet No. D-37.00)

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DATED
IN CASE NO.**

**TARIFF WSS
(Water and Sewage Service)**

(Continued From Sheet No. D-36.00)

metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D 103.00.

Term of Contract

For customers with annual average demands not greater than 1,500 kW, service under this tariff will be for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff.

For customers with annual average demands greater than 1,500 kW, contracts under this tariff will be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff.

(Continued on Sheet No. D-38.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF WSS
(Water and Sewage Service)**

(Continued From Sheet No. D-37.00)

A new initial period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement.

Notwithstanding any requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or backup electric service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 100 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

Optional Time-of-Day Rate

Customers with maximum demands of 100 kW or more have the option to receive service on the following rate:

(Continued on Sheet No. D-39.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF WSS
(Water and Sewage Service)**

(Continued From Sheet No. D-38.00)

Tariff Codes	Voltage	Power Supply	Delivery	Total
547	Secondary			
	Service Charge (\$)	--	10.10	10.10
	Energy Charge (¢ per kWh): For all on-peak kWh used For all off-peak kWh used	11.506 2.436	1.214 1.214	12.720 3.650
549	Primary			
	Service Charge (\$)	--	49.00	49.00
	Energy Charge (¢ per kWh): For all on-peak kWh used For all off-peak kWh used	11.184 2.368	0.589 0.589	11.773 2.957
551	Subtransmission			
	Service Charge (\$)	--	49.00	49.00
	Energy Charge (¢ per kWh): For all on-peak kWh used For all off-peak kWh used	10.988 2.326	-- --	10.998 2.326

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

This provision is subject to the terms and conditions of Tariff WSS including all applicable riders.

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF EHS
(Electric Heating Schools)**

This tariff is withdrawn except for the present installations of customers receiving service hereunder at premises served prior to June 10, 1975. When new or upgraded facilities are required to maintain service to a Tariff EHS customer, the customer shall be removed from Tariff EHS and be required to take service under an appropriate general service tariff for which the customer qualifies.

Availability of Service

Available to primary and secondary schools and to college and university buildings, and additions thereto, where the principal energy requirements, including all lighting, heating, cooling, water heating, and cooking, are provided by electric energy who take Standard Service from the Company.

Monthly Rate (Tariff Code 631)

	Power Supply	Delivery	Total
Service Charge (\$)	--	26.70	26.70
Energy Charge (\$ per kWh): For all kWh equal to the monthly billing demand (kW) times 250 hours of use	8.232	2.008	10.240
For all kWh greater than the monthly billing demand (kW) times 250 hours of use	7.531	2.008	9.539

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than one single-phase and/or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter. Where energy is presently delivered through two meters, the monthly billing demand will be taken as the sum of the two demands separately determined. The minimum billing demand shall be 10 kW.

Off-Peak Hour Provision

Demand created during the off-peak hours (as set forth below) shall be disregarded for billing purposes provided that the billing demand shall not be less than 60% of the maximum demand created during the billing month.

(Continued on Sheet No. D-41.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF EHS
(Electric Heating Schools)**

(Continued From Sheet No. D-40.00)

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as all other hours in the week.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

Term of Contract

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions

This tariff shall not apply to individual residences.

Customer may elect to receive service for any individual building of a school complex under the terms of this tariff.

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or backup electric service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW, which the Company might be required to furnish, but not less than 100 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF EHG
(Electric Heating General)

This tariff is in the process of elimination and is withdrawn except for the present installations of former St. Joseph Rate Area customers receiving service hereunder at premises served prior to June 10, 1975. When new or upgraded facilities are required to maintain service to a Tariff EHG customer, the customer shall be removed from Tariff EHG and be required to take service under an appropriate general service tariff for which the customer qualifies.

Availability of Service

Available for the entire requirements of general service customers who have electric heating equipment installed and in regular active use as the primary means of space heating on the customer's premises who take Standard Service from the Company.

Monthly Rate (Tariff Code 208)

	Power Supply	Delivery	Total
Service Charge (\$)	--	10.25	10.25
Energy Charge (¢ per kWh): For all kWh equal to the monthly billing demand (kW) times 250 hours of use	6.365	1.211	7.576
For all kWh greater than the monthly billing demand (kW) times 250 hours of use	5.148	1.211	6.359

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than one single-phase and/or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter. Where energy is presently delivered through two meters, the monthly billing demand will be taken as the sum of the two demands separately determined. The minimum billing demand shall be 10 kW.

(Continued on Sheet No. D-43.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF EHG
(Electric Heating General)**

(Continued From Sheet No. D-42.00)

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

Term of Contract

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

This tariff is available only to customers where at least 50% of the electrical load is located inside of buildings that are electrically heated.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF IS
(Irrigation Service)**

Availability of Service

Available to customers engaged in agricultural pursuits and desiring secondary voltage service for the irrigation of crops who take Standard Service from the Company. The customer shall provide the necessary facilities to separately meter the irrigation load. Other general-use load shall be served under the applicable tariff.

Monthly Rate (Tariff Code 213)

Voltage	Power Supply	Delivery	Total
Secondary			
Energy Charge (\$ per kWh)	6.688	7.955	14.643

Minimum Charge

This tariff is subject to a minimum monthly charge equal to all applicable riders.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

Term of Contract

Contracts under this tariff may, at the Company's option, be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

(Continued on Sheet No. D-45.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF IS
(Irrigation Service)**

(Continued From Sheet No. D-44.00)

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

Due to the nature of this service, monthly meter readings may not be taken during periods of no consumption or inaccessibility to the meter location due to irrigation operations. In any event, the Company shall obtain a minimum of two meter readings per calendar year.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF OSL
(Outdoor Security Lighting)**

Availability of Service

Available for security lighting to individual customers including community associations, real estate developers, and municipalities who take Standard Service from the Company. This service is not available for street and highway lighting.

Monthly Rate

For each lamp with luminaire and an upsweep arm not over six feet in length or bracket mounted floodlight, controlled by photoelectric relay, where service is supplied from an existing pole and secondary facilities of Company (a pole which presently serves another function besides supporting a security light), the rates are \$ per lamp per month as follows:

Tariff Code	Lamp Watts	Lumens/Lamp Type	Power Supply	Delivery	Total
		Standard Luminaire			
106	70	5,800 High Pressure Sodium	1.40	7.75	9.15
094	100	9,500 High Pressure Sodium	2.00	7.85	9.85
113	150	15,500 High Pressure Sodium	2.90	7.95	10.85
097	200	22,000 High Pressure Sodium	4.15	8.30	12.45
098	400	50,000 High Pressure Sodium	8.20	9.25	17.45
132	132	7,200 Experimental LED	XX.XX	XX.XX	XX.XX
		Floodlight			
107	200	22,000 High Pressure Sodium	4.15	8.70	12.85
109	400	50,000 High Pressure Sodium	8.20	9.10	17.30
110	250	17,000 Metal Halide	4.95	8.85	13.80
116	400	28,800 Metal Halide	7.80	9.25	17.05

The above rates are subject to all applicable riders.

(Continued on Sheet No. D-47.00)

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF OSL
(Outdoor Security Lighting)**

(Continued From Sheet No. D-46.00)

Other Equipment

When other new facilities are to be installed by the Company, the customer will, in addition to the above monthly charge, pay in advance the installation cost of such new overhead facilities extending from the nearest or most suitable pole of the Company to the point designated by the customer for the installation of said lamp, except that customer may, for the following facilities only, elect, in lieu of such payment of the installation cost, to pay the following distribution charges:

30 Foot Wood Pole	\$ 7.50 per month
35 Foot Wood Pole	\$ 8.80 per month
40 Foot Wood Pole	\$ 11.05 per month
Overhead Wire Span Not Over 125 Feet	\$ 1.95per month
Underground Wire Lateral Not Over 50 Feet (Price includes pole riser and connections)	\$ 3.80 per month

When a customer requests service hereunder requiring wire span lengths in excess of 125 feet, special poles for fixtures or special protection for poles (for example, in parking lots), the customer will be required to make a contribution equal to the additional investment required as a consequence of the special facilities. This includes the cost of underground wire circuits in excess of 50 feet, for which the customer will be required to pay a distribution charge of \$ 4.56 per foot of excess footage, plus any and all costs required to repair, replace, or push under sidewalks, pavement, or other obstacles.

Security lights supported by poles serving no other function, but which were placed in service under Tariff OL (Outdoor Lighting) may be served under this tariff. In such a case, the following schedule of distribution charges will apply to the wood poles and wire spans:

Overhead Wire Span	\$ 1.95 per span per month
30 or 35 Foot Pole	\$ 7.50 per pole per month

Tariff Code	Discontinued Lamps	Power Supply	Delivery	Total
	Standard Luminaire			
093	7,000 Mercury Vapor	3.55	7.45	11.00
096	11,000 Mercury Vapor	4.95	5.70	10.65
095	20,000 Mercury Vapor	7.80	9.00	16.80
100	50,000 Mercury Vapor	18.50	13.40	31.90
	Floodlight			
114	20,000 Mercury Vapor	7.80	9.00	16.80
119	50,000 Mercury Vapor	18.65	13.40	32.05
	Post Top			
099	7,000 Mercury Vapor	3.55	7.45	11.00

(Continued on Sheet No. D-48.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF OSL
(Outdoor Security Lighting)**

(Continued From Sheet No. D-47.00)

The above rate is subject to all applicable riders.

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Hours of Lighting

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise, every night and all night, or approximately 4,000 hours per annum.

Ownership of Facilities

All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps, and other appurtenances shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Company. Burned out lamps will normally be replaced within 48 hours after notification by customer.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the following Commission-approved rider(s) listed on Sheet No. D-103.00.

(Continued on Sheet No. D-49.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF OSL
(Outdoor Security Lighting)**

(Continued From Sheet No. D-48.00)

Contracts

Contracts under this tariff will ordinarily be made for an initial term of one year for service where lights are installed on existing poles, or not less than five years for service requiring new poles. In the case of customers contracting for four or more lamps apiece, the Company reserves the right to include in the contract such other provisions as it may deem necessary to insure payment of bills throughout the term of the contract.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF SLS
(Streetlighting Service)**

Availability of Service

This tariff is withdrawn except for existing streetlights serving those municipalities, counties, and other governmental subdivisions in the former St. Joseph Rate Area having contracted for such service under this tariff, Tariff SLN (Streetlighting - New and Rebuilt Systems), or a special contract prior to the first effective date of Tariff ECLS (Energy Conservation Lighting Service) on August 13, 1980, who take Standard Service from the Company.

The Energy Policy Act of 2005 requires the mercury vapor ballasts shall not be manufactured or imported as of January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Monthly Rate (Tariff Code 533)

Rates are \$ per lamp per month.

Lumens/Lamp Type	Power Supply	Delivery	Total
On Wood Pole With Overhead Circuitry			
7,000 Lumen Mercury Vapor	3.70	6.35	10.05
20,000 Lumen Mercury Vapor	8.10	6.35	14.45
On Metallic, Concrete or Fiberglass Poles With Overhead Circuitry			
20,000 Lumen Mercury Vapor	8.10	9.15	17.25
On Metallic, Concrete or Fiberglass Poles With Underground Circuitry			
7,000 Lumen Mercury Vapor	3.70	11.90	15.60
20,000 Lumen Mercury Vapor	8.10	11.90	20.00
50,000 Lumen Mercury Vapor	19.55	12.10	31.65

The above rates are subject to all applicable riders.

(Continued on Sheet No. D-51.00)

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF SLS
(Streetlighting Service)**

(Continued From Sheet No. D-50.00)

Streetlighting Facilities

All facilities necessary for streetlighting service hereunder, including, but not limited to, all poles, fixtures, streetlighting circuits, transformers, lamps, and other necessary facilities, shall be the property of the Company and may be removed if the Company so desires at the termination of any contract for service hereunder. The Company will maintain all such facilities; however, the Company will not be responsible for replacing or rebuilding obsolete, discontinued, decorative, or other facilities which, in the opinion of the Company, are too expensive or unusual to replace or rebuild. In such instances, the customer may, at its own expense, replace or rebuild the facilities or may contract for new service under any applicable tariff.

Hours of Lighting

Streetlighting lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum.

Lamp Outages

All outages which are reported by a proper representative of the customer shall be repaired within two working days. If the lamp is not repaired within two working days, the monthly charge for that unit will be reduced by 1/30 for each day of the outage beyond two working days.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D 103.00.

(Continued on Sheet No. D-52.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF SLS
(Streetlighting Service)**

(Continued From Sheet No. D-51.00)

Relocation and Removal of Lamps

Lamps may be relocated or removed when requested in writing by a proper representative of the Customer, subject, however to the following conditions:

Lamps will be relocated upon payment by the Customer of the estimated cost of doing the work.

Lamps will be removed upon payment by the Customer of the estimated cost of doing the work.

Upon completion of the work, billing for relocation or removal of lamps will be adjusted to reflect actual costs. Charges under this tariff will end when the lamp and/or facilities are removed.

The customer shall pay the ongoing cost of any existing facilities associated with the relocated or removed lamps which must remain in place for the sole purpose of supplying power to other lamps of the Customer. The ongoing cost shall be the cost as specified in Tariff OSL for Other Equipment. For any equipment not specified in Tariff OSL, the charge shall be based upon the Company's actual cost.

The Company will relocate or remove lamps as rapidly as labor conditions permit.

Contracts

Contracts under this tariff will ordinarily be made for an initial term of ten years with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company will have the right to require contracts for periods of longer than ten years.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Standard Service.

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

TARIFF SLC
(Streetlighting - Customer-Owned System)

(Continued From Sheet No. D-53.00)

Availability of Service

Available to municipalities, counties, and other governmental subdivisions for streetlighting service supplied through streetlighting systems which are owned by the municipality, county, or other governmental subdivision who take Standard Service from the Company.

This tariff is also available to community associations which have been incorporated as not-for-profit corporations.

Service rendered hereunder is predicated upon the execution by the customer of an agreement specifying the type, number, and location of lamps to be lighted.

The availability of this service may be withheld from extension to otherwise qualifying customers' systems if, in the opinion of the Company, the location or design of such lighting system will create safety hazards or extraordinary difficulties in the performance of maintenance.

The Energy Policy Act of 2005 requires the mercury vapor ballasts shall not be manufactured or imported as of January 1, 2008. To the extent the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with the Tariff.

Monthly Rate (Tariff Code 531)

Rates are \$ per lamp per month.

Lamp Watts	Lumens/Lamp Type	Power Supply	Delivery	Total
70	5,800 High Pressure Sodium	1.45	2.25	3.70
100	9,500 High Pressure Sodium	2.05	2.30	4.35
150	14,400 High Pressure Sodium	3.00	2.30	5.30
200	22,000 High Pressure Sodium	4.30	2.40	6.70
400	50,000 High Pressure Sodium	8.55	2.65	11.20
175	7,000 Mercury Vapor *	3.70	2.15	5.85
400	20,000 Mercury Vapor *	8.10	2.60	10.70
1,000	50,000 Mercury Vapor *	19.35	3.80	23.15
80	5,100 Experimental LED	xx.xx	xx.xx	xx.xx
116	3,170 Experimental LED Post Top	xx.xx	xx.xx	xx.xx
142	8,700 Experimental LED	xx.xx	xx.xx	xx.xx

*Rates apply to existing luminaries only and are not available for new business.

The above rates are subject to all applicable riders.

(Continued on Sheet No. D-54.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF SLC
(Streetlighting - Customer-Owned System)

(Continued From Sheet No. D-53.00)

Pole Contact Provision

When the customer chooses to own all components of the existing streetlight system on joint use distribution facilities, except for the poles and conductor, a distribution charge of \$.47 per lamp per month will be added to the monthly lamp rate.

This rate applies only where the Company has existing facilities in place. If such existing facilities must be modified or rebuilt to accommodate the safe installation and maintenance of customer-owned streetlight equipment, then the customer shall reimburse the Company for the total cost of such modifications or rebuilt facilities. The Company reserves the right to relocate or remove existing distribution facilities. When such relocation or removal occurs, the customer will have the option to either purchase the poles and conductors to maintain service to the streetlight system or to abandon such facilities. All installations or removal of customer-owned equipment on Company-owned poles will be made by the Company and the customer shall reimburse the Company for the cost of such installations or removals.

The Company will not extend existing distribution facilities or build new distribution facilities for the sole purpose of accommodating a customer-owned streetlight system unless the customer agrees to reimburse the Company for the cost of such new facilities.

Hours of Lighting

Lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum.

Lamp Outages

All outages which are reported by a proper representative of the customer shall be repaired within two working days. If the lamp is not repaired within two working days, the monthly charge for that unit will be reduced by 1/30 for each day of the outage beyond two working days.

Service To Be Rendered

For completely customer-owned systems, the Company will furnish electrical energy for the operation of lamps and will maintain same by renewals of lamps and cleaning and replacement of glassware. Other maintenance, repair, and replacement will be the responsibility of the customer.

(Continued on Sheet No. D-55.00)

**ISSUED
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**TARIFF SLC
(Streetlighting - Customer-Owned System)**

(Continued From Sheet No. D-54.00)

For customer-owned systems on Company poles, all maintenance of customer-owned streetlight equipment shall be performed by Company personnel. The Company will furnish energy for operation of lamps and maintain same by renewals of lamps and cleaning and replacement of glassware. The Company will not be responsible to provide replacement glassware for discontinued, decorative, or certain other luminaires which, in the opinion of the Company, are too expensive or unusual to warrant such replacement service. The Company may, at its option, provide service to such luminaires, but the customer will be required to provide at no cost to the Company the replacement glassware. All other maintenance on the customer's streetlight system shall be performed by the Company at the customer's expense.

Customers who perform all maintenance, repair, and replacement of lamps and fixtures (except for photo control) will receive a monthly distribution credit of \$ 1.17 per lamp.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D 103.00.

Contracts

Contracts under this tariff will ordinarily be made for an initial term of one year with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company will have the right to require contracts for periods of longer than one year.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF ECLS
(Energy Conservation Lighting Service)

Availability of Service

Available for streetlighting service to municipalities, counties, and other governmental subdivisions who take Standard Service from the Company. This rate is applicable for service that is supplied through new or rebuilt streetlighting systems, including extension of streetlighting systems to additional locations where service is requested by the customer. Service rendered hereunder is predicated upon the execution by the customer of an agreement specifying the type, minimum number, and location of lamps to be supplied and lighted.

The Energy Policy Act of 2005 requires that mercury vapor ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Monthly Rate (Tariff Code 530)

Rates are \$ per lamp per month.

Lamp Watts	Lumens/Lamp Type	Power Supply	Delivery	Total
	On Wood Pole With Overhead Circuitry			
70	5,800 High Pressure Sodium	1.45	4.65	6.10
100	9,500 High Pressure Sodium	2.05	4.65	6.70
150	15,500 High Pressure Sodium	3.00	4.75	7.75
200	22,000 High Pressure Sodium	4.30	4.90	9.20
400	50,000 High Pressure Sodium	8.55	5.20	13.75
100	3,500 Mercury Vapor*	2.20	6.35	8.55
175	7,000 Mercury Vapor *	3.70	6.30	10.00
250	11,000 Mercury Vapor*	5.15	6.30	11.45
400	20,000 Mercury Vapor *	8.10	6.35	14.45
1,000	50,000 Mercury Vapor *	19.05	6.55	25.60
80	5,100 Experimental Cobrahead	xx.xx	xx.xx	xx.xx
142	8,700 Experimental Cobrahead	xx.xx	xx.xx	xx.xx

(Continued on Sheet No. D-57.00)

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

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IN CASE NO.

TARIFF ECLS
(Energy Conservation Lighting Service)

(Continued From Sheet No. D-56.00)

	On Metallic, Concrete or Fiberglass Pole With Overhead Circuitry*			
70	5,800 High Pressure Sodium	1.45	9.15	10.60
100	9,500 High Pressure Sodium	2.05	9.20	11.25
150	15,500 High Pressure Sodium	3.00	9.20	12.20
200	22,000 High Pressure Sodium	4.30	9.40	13.70
400	50,000 High Pressure Sodium	8.50	9.65	18.15
175	7,000 Mercury Vapor	3.70	9.10	12.80
250	11,000 Mercury Vapor	5.15	9.05	14.20
400	20,000 Mercury Vapor	8.05	9.15	17.20
1,000	50,000 Mercury Vapor	19.35	9.30	28.65

*Rates apply to existing luminaries only and are not available for new business.

Lamp Watts	Lumens/Lamp Type	Power Supply	Delivery	Total
	On Metallic, Concrete or Fiberglass Pole With Underground Circuitry*			
70	5,800 High Pressure Sodium	1.45	9.40	10.85
100	9,500 High Pressure Sodium	2.05	9.45	11.50
200	22,000 High Pressure Sodium	4.30	9.65	13.95
400	50,000 High Pressure Sodium	8.50	9.90	18.40
175	7,000 Mercury Vapor	3.70	11.90	15.60
400	20,000 Mercury Vapor	8.10	11.90	20.00
1,000	50,000 Mercury Vapor	19.35	12.05	31.40
	Post-top Lamp on Fiberglass Pole With Underground Circuitry			
100	9,500 High Pressure Sodium	2.05	5.50	7.55
175	7,000 Mercury Vapor *	3.70	2.15	5.85
116	3,170 Experimental LED	xx.xx	xx.xx	xx.xx

*Rates apply to existing luminaries only and are not available for new business.

The above rates are subject to all applicable riders.

(Continued on Sheet No. D-58.00)

ISSUED
BY PAUL CHODAK III
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FORT WAYNE, INDIANA

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IN CASE NO.

**TARIFF ECLS
(Energy Conservation Lighting Service)**

(Continued From Sheet No. D-57.00)

The customer will be required to make a contribution in aid of construction calculated in accordance with the formula set forth below if the customer requests the installation of any facility other than a standard Company luminaire and an upsweep arm not over 10 feet in length installed on a pole described in the above rate.

The contribution in aid of construction will equal the difference between estimated cost of the streetlighting system requested by the customer and the estimated cost of a streetlighting system using a lamp controlled by a photoelectric relay, a standard Company luminaire, and an upsweep arm not over 10 feet in length installed on a wood pole with overhead circuitry of a span length not to exceed 150 feet. When underground facilities are requested by the customer, the estimated installed distribution cost of the underground circuit will be \$4.56 per foot plus any and all costs required to repair, replace, or push under sidewalks, pavements, or other obstacles. A customer paying a contribution in aid of construction will pay the above monthly rate for wood poles with overhead circuitry.

Streetlighting Facilities

All facilities necessary for streetlighting service hereunder, including but not limited to, all poles, fixtures, streetlighting circuits, transformers, lamps, and other necessary facilities, shall be the property of the Company and may be removed if the Company so desires at the termination of any contract. The Company will maintain all such facilities.

Hours of Lighting

Lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum.

Lamp Outages

All outages that are reported by a proper representative of the customer shall be repaired within two working days. If the lamp is not repaired within two working days, the monthly charge for that unit will be reduced by 1/30 for each day of the outage beyond two working days.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

(Continued on Sheet No. D-59.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

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MICHIGAN PUBLIC SERVICE COMMISSION
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IN CASE NO.**

**TARIFF ECLS
(Energy Conservation Lighting Service)**

(Continued From Sheet No. D-58.00)

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

Relocation and Removal of Lamps

Lamps may be relocated or removed when requested in writing by a proper representative of the Customer, subject, however to the following conditions:

Lamps will be relocated upon payment by the Customer of the estimated cost of doing the work.

Lamps will be removed upon payment by the Customer of the estimated cost of doing the work.

Upon completion of the work, billing for relocation or removal of lamps will be adjusted to reflect actual costs. Charges under this tariff will end when the lamp and/or facilities are removed.

The customer shall pay the ongoing cost of any existing facilities associated with the relocated or removed lamps which must remain in place for the sole purpose of supplying power to other lamps of the Customer. The ongoing cost shall be the cost as specified in Tariff OSL for Other Equipment. For any equipment not specified in Tariff OSL, the charge shall be based upon the Company's actual cost.

The Company will relocate or remove lamps as rapidly as labor conditions permit.

Contracts

Contracts under this tariff will ordinarily be made for an initial term of one year with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company will have the right to require contracts for periods of longer than one year.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Standard Service.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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TARIFF SLCM
(Streetlighting - Customer-Owned System - Metered)

Availability of Service

Available to municipalities, counties, and other governmental subdivisions for lighting on streets and highways (including illuminated signs) and in parks and other such public areas who take Standard Service from the Company. This tariff is also available for lighting systems serving outdoor recreational facilities such as baseball fields and football stadiums.

This tariff is also available to community associations which have been incorporated as not-for-profit corporations.

Monthly Rate (Tariff Codes 733 and 734)

	Power Supply	Delivery	Total
Service Charge (\$):			
Single Phase 120/240 volts	--	7.77	7.77
Single Phase 240/480 volts	--	16.58	16.58
Energy Charge (¢ per kWh)	2.746	1.358	4.104

Hours of Service

This service is available only during the hours each day between sunset and sunrise. Daytime use of energy under this rate is strictly forbidden except for the sole purpose of testing and maintaining the lighting system.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. D-103.00.

(Continued on Sheet No. D-61.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

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MICHIGAN PUBLIC SERVICE COMMISSION
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IN CASE NO.**

**TARIFF SLCM
(Streetlighting - Customer-Owned System - Metered)**

(Continued From Sheet No. D-60.00)

Contracts

A written contract may, at the Company's option, be required for each customer. Customers requiring service in multiple locations may combine services under one agreement.

Contracts will ordinarily be made for an initial term of one year with self-renewal provisions for successive terms of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of any term. The contract will specify the service location(s) and the approximate connected load in kilowatts. A separate invoice will be rendered each billing period for each meter location regardless of the number of contracts.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified Alternate Electric Supplier (AES), pursuant to the terms of the appropriate Open Access Distribution Tariff, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period the customer has not enrolled with a qualified AES, then the customer must continue to take service under the Company's Standard Tariffs for a period of not less than 12 consecutive months.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Standard Service.

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BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
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IN CASE

TARIFF COGEN/SPP
(Cogeneration and/or Small Power Production Service)

Availability of Service

This schedule is available to customers with cogeneration and/or small power production (COGEN/SPP) facilities that qualify under Section 210 of the Public Utilities Regulatory Policies Act of 1978, have a total design capacity of 100 KW or less, and who take Standard Service from the Company. Such facilities shall be designed to operate properly in parallel with the Company's system without adversely affecting the operation of equipment and services of the Company and its customers, and without presenting safety hazards to the Company and customer personnel.

The customer has the following options under this schedule, which will affect the determination of energy and capacity and the monthly metering charges:

(1) Option 1

The customer does not sell any energy or capacity to the Company and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.

(2) Option 2

The customer sells to the Company the energy and average capacity produced by the customer's qualifying COGEN/SPP facilities in excess of the customer's total load and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.

(3) Option 3

The customer sells to the Company the total energy and average capacity produced by the customer's qualifying COGEN/SPP facilities while simultaneously purchasing from the Company its total load requirements, as determined by appropriate meters located at one delivery point.

Billing under this schedule shall consist of charges for delivery of electrical energy and capacity from the Company to the customer to supply the customer's net or total load according to the rate schedule appropriate for the customer, except as modified herein, plus charges to cover additional costs due to COGEN/SPP facilities, as specified herein, less credits for excess or total electrical energy and capacity produced by the customer's qualifying COGEN/SPP facilities as specified herein.

(Continued on Sheet No. D-63.00)

**ISSUED
BY PAUL CHODAK III
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FORT WAYNE, INDIANA**

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**TARIFF COGEN/SPP
(Cogeneration and/or Small Power Production Service)**

(Continued From Sheet No. 62.00)

Measurement of Energy and Determination of Capacity

Energy and capacity supplied by the Company to the customer and/or produced by the customer's qualifying COGEN/SPP facilities shall be determined by appropriate meters located at one delivery point. Such meters shall be capable of determining energy, and billing demand where applicable, from the Company to the customer to supply the customer's net or total load as required under the rate schedule appropriate for such deliveries. The excess or total energy and average capacity produced by the customer's qualifying COGEN/SPP facilities shall be determined by means of meters other than those used to determine the net or total energy and capacity requirements of the customer's load. At the option of the customer, such meters may be capable of registering produced excess or total energy and average capacity separately during the on-peak and off-peak periods.

Under Option 3, when metering potential for COGEN/SPP facilities is the same as the Company's delivery potential, the customer shall, at his option, either route the COGEN/SPP totalized output leads through the metering point, or make available at the metering point for the use of the Company and as specified by the Company metering current leads that will enable the Company to measure adequately the total electrical energy and average capacity produced by the qualifying COGEN/SPP facilities, as well as to measure the electrical energy consumption and capacity requirements of the customer's total load. When metering potential for COGEN/SPP facilities is different from the Company's delivery potential, metering requirements and charges shall be determined specifically for each case.

Monthly Charges for Delivery from the Company to the Customer

(1) Supplemental Service

Available to the customer to supplement its COGEN/SPP source of power supply which will enable either or both sources of supply to be utilized for all or any part of the customer's total requirements.

Charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the rate schedule appropriate for the customer. Option 1 and Option 2 customers with COGEN/SPP facilities having a total design capacity of more than 10 kW shall be served under demand-metered rate schedules.

(2) Back-up and Maintenance Service

Option 1 and Option 2 customers with COGEN/SPP facilities having a total design capacity of more than 10 kW shall be required to purchase backup service to replace energy from COGEN/SPP facilities during maintenance and unscheduled outages of its COGEN/SPP facilities. Contracts for such service shall be executed on a special contract form for a minimum term of one year.

(Continued on Sheet No. D-64.00)

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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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**TARIFF COGEN/SPP
(Cogeneration and/or Small Power Production Service)**

(Continued From Sheet No. D-63.00)

Option 3 customers purchasing their total energy requirements from the Company will not be considered as taking backup service. Customers having cogeneration and/or small power production facilities that operate intermittently during all months (i.e. wind or solar) such that the customer's monthly billing demands under the demand-metered rate schedule will be based upon the customer's maximum monthly demand which will occur at a time when the cogeneration and/or small power production facility is not in operation will also not be considered as taking backup service.

The backup capacity in kilowatts shall be initially established by mutual agreement for electrical capacity sufficient to meet the maximum backup requirements which the Company is expected to supply. Whenever the backup capacity so established is exceeded by the creation of a greater actual maximum demand, excluding firm load regularly supplied by the Company, then such greater demand becomes the new backup capacity.

The monthly charge per kW of backup capacity paid by customers served under demand-metered rate schedules shall be as follows:

Power Supply	Delivery Service	Total
\$0.38	\$1.34	\$1.72

Whenever backup and maintenance capacity is used and the customer notifies the Company in writing prior to the meter reading date, the backup contract capacity shall be subtracted from the total metered demand during the period specified by the customer for billing demand purposes. After 1,900 hours of use during the contract year, the total metered demand shall be used as the billing demand each month until a new contract year is established.

In lieu of the above monthly charge, customers may instead elect to have the monthly billing demand under the demand-metered rate schedules determined each month as the highest of the monthly billing demand for the current and previous two billing periods.

Charges for Special Facilities

There shall be additional distribution charges to cover the cost of special metering, safety equipment, and other local facilities installed by the Company due to COGEN/SPP facilities as follows:

(1) Monthly Metering Charge

The additional monthly distribution charge for special metering facilities shall be as follows:

(Continued on Sheet No. D-65.00)

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IN CASE NO.

TARIFF COGEN/SPP
(Cogeneration and/or Small Power Production Service)

(Continued From Sheet No. D-64.00)

(a) Option 1

Where the customer does not sell electricity to the Company, the Company will install a detent to prevent reverse meter rotation and will include its cost in the local facilities charge, thus not requiring a separate additional monthly metering charge.

(b) Option 2(a)

Where standard energy meters are used to measure the excess energy and average capacity purchased by the Company:

	Single Phase	Polyphase
Primary Service or Secondary Service Over 200 Amps	\$ 9.95	\$ 9.95
Secondary Service of 200 Amps or Less	\$ 2.21	\$ 4.08

(c) Option 2(b)

Where time-of-day (TOD) energy meters are used to measure the excess energy and average capacity purchased by the Company:

	Single Phase	Polyphase
Primary Service or Secondary Service Over 200 Amps	\$ 10.29	\$ 10.29
Secondary Service of 200 Amps or Less	\$ 3.14	\$ 4.41

(Continued on Sheet No. D-66.00)

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**TARIFF COGEN/SPP
(Cogeneration and/or Small Power Production Service)**

(Continued From Sheet No. D-65.00)

(d) Option 3(a)

Where standard energy meters are used to measure the total energy and average capacity produced by the customer's COGEN/SPP facilities:

	Single Phase	Polyphase
Primary Service or Secondary Service Over 200 Amps Using Metering Current Leads	\$ 9.95	\$ 9.95
Secondary Service of 200 Amps or Less Using Metering Current Leads	\$ 9.95	\$ 9.95
Secondary Service of 200 Amps or Less Using Totalized Output Leads	\$ 1.01	\$ 4.08

(e) Option 3(b)

Where time-of-day (TOD) energy meters are used to measure the total energy and average capacity produced by the customer's COGEN/SPP facilities:

	Single Phase	Polyphase
Primary Service or Secondary Service Over 200 Amps Using Metering Current Leads	\$ 10.29	\$ 10.29
Secondary Service of 200 Amps or Less Using Metering Current Leads	\$ 10.29	\$ 10.29
Secondary Service of 200 Amps or Less Using Totalized Output Leads	\$ 0.94	\$ 4.34

(Continued on Sheet No. D-67.00)

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**TARIFF COGEN/SPP
(Cogeneration and/or Small Power Production Service)**

(Continued From Sheet No. D-66.00)

(2) Local Facilities Charge

Additional charges to cover the cost of safety equipment and other local facilities installed by the Company shall be determined by the Company for each case and collected from the customer. The customer shall make a one-time payment for such charges upon completion of the required additional facilities, or, at the customer's option, twelve consecutive equal monthly payments reflecting an annual interest charge equal to the maximum rate permitted by law not to exceed the prime rate in effect at the first billing for such installments.

Monthly Credits or Payments for Excess or Total Electrical Energy and Capacity Produced by COGEN/SPP Facilities

(1) Energy Credit

The following generation credits or payments from the Company to the customer shall apply for the excess electrical energy delivered to the Company or the total electrical energy produced by the customer's qualifying COGEN/SPP facilities:

- (a) If standard energy meters are used, 2.91¢/kWh for all energy delivered or produced during the billing period.
- (b) If TOD meters are used, 3.07¢/kWh for all energy delivered and produced during the on-peak period, and 2.79¢/kWh for all energy delivered or produced during the off-peak period.

(2) Capacity Credit

If the customer contracts to deliver or produce a specified excess or total average capacity during the monthly billing period (monthly contract capacity), or a specified excess or total average capacity during the on-peak monthly billing period (on-peak contract capacity), and/or a specified excess or total average capacity during the off-peak monthly billing period (off-peak contract capacity), and if the contract term is equal to or greater than two years, then the following generation capacity credits or payments from the Company to the customer shall apply:

A. If standard energy meters are used, \$ 3.05/kW/month, times the lowest of:

- (1) monthly contract capacity, or
- (2) current month metered average capacity, i.e., kWh delivered to the Company or produced by COGEN/SPP facilities divided by 730, or

(Continued on Sheet No. D-68.00)

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**TARIFF COGEN/SPP
(Cogeneration and/or Small Power Production Service)**

(Continued From Sheet No. D-67.00)

- (3) lowest average capacity metered during previous two months if less than monthly contract capacity.
- B. If TOD energy meters are used, \$ 7.32/kW/month, times the lowest of:
 - (1) On-peak contract capacity, or
 - (2) Current month on-peak metered average capacity, i.e., on-peak kWh delivered to the Company or produced by COGEN/SPP facilities divided by 347, or
 - (3) Lowest on-peak average capacity metered during previous two months, if less than on-peak contract capacity.

The above energy and capacity credit rates are subject to revision from time to time as approved by the Commission.

On-Peak and Off-Peak Periods

The on-peak period shall be defined as starting at 7 a.m. and ending at 11 p.m., local time, Monday through Friday.

The off-peak period shall be defined as starting at 11 p.m. and ending at 7 a.m., local time, for all weekdays, Monday through Friday, and all hours of Saturday and Sunday.

Charges for Cancellation or Non-Performance of Contract

If the customer should, for a period in excess of six months, discontinue or substantially reduce for any reason the operation of cogeneration and/or small power production facilities that were the basis for the monthly contract capacity, or the on-peak contract capacity, and/or the off-peak contract capacity, the customer shall make a one-time generation payment to the Company, determined as Six times the applicable monthly capacity credit rate then in effect, times the applicable contract capacity or reduction thereof.

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FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

TARIFF CATV
(Pole Attachment Rental - Cable Television)

Availability of Service

Available to any person, firm, corporation, partnership, or cooperatively organized association ("Attaching Party or Attachee"), other than a utility or a municipality, who has obtained under law any necessary public or private authorization and permission to construct and maintain attachments such as wire, cable, facility, or other apparatus on Company poles so long as those attachments do not interfere, obstruct, or delay the service and operation of the Company or create a safety hazard.

Distribution Charges and Rates

In addition to the pole application fee set forth below, Attachee agrees to pay Company an initial contact fee and an annual attachment charge at the rates specified in this tariff for the use of each of Company's poles, any portion of which is occupied by or reserved at Attachee's request for the attachment of Attachee's facilities at any time during the rental period.

Basic Charges and Rates	
1. Pole Application Fee:	\$50.00 plus \$10.00 per pole
The purpose of the application fee is to recover the Company's expense to conduct the make-ready survey required to determine the feasibility of the requested attachment(s). The application fee is due at the time application is made.	
2. Initial Contact Fee:	\$1.25 per pole
To cover the cost to the Company not separately accounted for in processing the application for each initial contact, but no such initial contact fee shall be required if the customer has previously paid an initial contact fee with respect to such pole location.	
3. Annual Attachment Charge:	\$3.74 per pole per year
Attachee agrees to pay Company the annual rate for the use of each of Company's poles, any portion of which is occupied by, or reserved at Attachee's request for the attachment of Attachee at any time during the rental period.	
Other Charges	
1. All charges for inspections, engineering, rearrangements, or removals of Attachee's facilities from Company's poles and other work performed for Attachee shall be based on the full cost and expense to Company in performing such work. The charges shall be determined in accordance with the normal and customary methods used by the Company in determining such costs.	
2. The charges for replacement of poles necessary to facilitate Attachee's attachments and requirements shall be net costs as determined by the normal and customary methods used by the Company.	

(Continued on Sheet No. D-70.00)

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**TARIFF CATV
(Pole Attachment Rental - Cable Television)**

(Continued From Sheet No. D-69.00)

Payment and Billing

Invoices shall be rendered by Company, in advance, on an annual basis on or about July 1 based upon the attachments in place as of the preceding June 1. For any pole occupied or reserved at any time during the rental year, the full attachment charge will be billed on the subsequent annual billing. Payment will be due 45 days from the date the invoice is issued by the Company.

Invoices to Attachees with fewer than 20 pole attachments may be rendered on a multi-year basis so as to effect a minimum billing invoice of \$30.

On all amounts not paid when due, an additional charge of 1.5% per month shall be assessed.

Agreements

Pole attachments shall be allowed only upon signing by Company and the Attachee of a written agreement making reference to this tariff.

Period of Agreement

Agreements executed with reference to this tariff shall continue until cancelled by either party on not less than 60 days' prior written notice to the other. No such termination, however, shall reduce or eliminate the obligation of the Attachee to make payments of any amounts due to Company for any service covered by this tariff, and shall not waive charges for any attachment until it is removed from the pole to which it is attached.

Special Terms and Conditions

The terms and conditions of service shall be as set forth within the Company's standard agreement and this tariff.

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**TARIFF CS-IRP
(CONTRACT SERVICE – INTERRUPTIBLE POWER)**

Availability of Service.

Available to customers having interruptible demands of 1,000 kW or greater, who contract for service under one of the Company's interruptible service options. The Company reserves the right to limit the total contract capacity for all customers served under this tariff to 50,000 kW.

Conditions of Service.

The Company will offer eligible customers the opportunity to receive service under options which provide for mandatory (capacity) interruptions and discretionary (energy) interruptions pursuant to a contract agreed to by the Company and the Customer.

For mandatory (capacity) interruptions, the minimum interruption requirement shall be the minimum required under the PJM Interconnection, LLC (PJM) Emergency Load Response Program for capacity purposes, or any successor thereto. The minimum compensation for mandatory (capacity) interruptions shall be 80% of the applicable PJM Reliability Pricing Model ("RPM") clearing price.

Upon receipt of a request from the Customer for interruptible service, the Company will provide the Customer with a written offer containing the rates and related terms and conditions of service under which such service will be provided by the Company. If the parties reach an agreement based upon the offer provided to the Customer by the Company, such written contract will be filed with the Commission. The contract shall provide full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto, subject to the designation of the terms and conditions of the contract as confidential, as set forth herein.

The Company reserves the right to test and verify the customer's ability to curtail.

Rate.

Charges for service under this schedule will be set forth in the written agreement between the Company and the Customer and will reflect a discount from the firm service rates otherwise available to the Customer.

Contract Terms.

The length of the agreement and the terms and conditions of service will be stated in the agreement between the Company and the Customer.

(Continued on Sheet No. D-73.00)

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**TARIFF CS-IRP
(CONTRACT SERVICE – INTERRUPTIBLE POWER)**

(Continued From Sheet No. D-72.00)

Confidentiality.

All terms and conditions of any written contract under this schedule shall be protected from disclosure as confidential, proprietary trade secrets if either the Customer or the Company requests a Commission determination of confidentiality, and the Commission finds that the party requesting such protection has shown good cause for protecting the terms and conditions of the contract.

Terms and Conditions.

Except as otherwise provided in the written agreement, the Company's Terms and Conditions of Standard Service shall apply to service under this tariff.

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Tariff RTP
(Experimental Real-Time Pricing Service)

Availability of Service

Available for Real-Time Pricing (RTP) service, on an experimental basis, to customers normally taking firm service under Tariff LP for their total capacity requirements from the Company. The customer will pay real-time prices for load in excess of an amount designated by the customer. This experimental tariff will be limited to a maximum of 10 customers. The incremental cost of any special metering or communications equipment required for service under this experimental tariff beyond that normally provided under Tariff LP shall be borne by the customer. The Company reserves the right to terminate this Tariff at any time after the end of the experiment.

Program Description

The Experimental Real-Time Pricing Tariff is voluntary and will be offered on a pilot basis for a three-year period beginning June 1, 2011. The RTP Tariff will offer customers the opportunity to manage their electric costs by shifting load from higher cost to lower cost pricing periods or by adding new load during lower price periods. The experimental pilot will also offer the customer the ability to experiment in the wholesale electricity market by designating a portion of the customer's load subject to standard tariff rates with the remainder of the load subject to real-time prices. The designated portion of the customer's load is billed under the Company's Tariff LP. The remainder of the customer's capacity and energy load is billed at prices established in the PJM Interconnection, L.L.C. (PJM) RTO market.

Conditions of Service

The customer must specify at least 100 kW as being subject to this Tariff. The customer designates the maximum amount of load in kW to be supplied by the Company under Tariff LP. All usage equal to or less than the customer-designated level of load will be billed under Tariff LP. All usage in excess of the customer-designated level will be billed under Tariff RTP.

Rate

1. Capacity Charge

The Capacity Charge, stated in \$/kW, will be determined from the auction price set in the Reliability Pricing Model (RPM) auction held by PJM for each PJM planning year. The auction price will be adjusted by the class average diversity factor (DF) derived from billing demands for the preceding year and the 5 highest coincident peaks established for the class at the time of the 5 highest PJM hourly values. The price will be further adjusted for demand losses (DL) and a factor to reflect the PJM-required reserve margin (RM).

(Continued on Sheet No. D-75.00)

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Tariff RTP
(Experimental Real-Time Pricing Service)

(Continued From Sheet No. D-74.00)

Capacity Charge = RPM x DF x DL x RM

Where:

RPM = Results of the annual RPM auction price applicable to the AEP load zone =
\$5.301 / kW-month

DF = Diversity Factor = 0.76

DL = Demand Loss Factor

RM = Reserve Margin = RPM clearing price reserve margin = 1.165

2. Energy Charge

The Energy Charge, stated in \$/kWh, will be determined hourly using the AEP East Load Zone Real-Time Locational Marginal Price (LMP) established by PJM (including congestion and marginal losses), adjusted for energy losses (EL). The charge will be applied to the usage in excess of the customer-designated level for each billing period.

Energy Charge = LMP x EL

Where:

LMP = AEP Zone Real-Time Locational Marginal Price

EL = Energy Loss Factor excluding marginal losses for transmission and subtransmission

3. Transmission Charge

The Transmission Charge, stated in \$/kW, will be determined from the Network Integration Transmission Service (NITS) rate for the AEP East Zone. The NITS rate will be adjusted by the class average diversity factor (DF) derived from billing demands for the preceding year and the coincident peak established for the class at the time of the highest AEP East Zone hourly value. The price will be further adjusted for demand losses (DL).

Transmission Charge = NITS x DF x DL

Where:

NITS = NITS Rate for the AEP East Zone = \$2.1116 / kW

DF = Diversity Factor = 0.66

DL = Demand Loss Factor

(Continued on Sheet No. D-76.00)

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**Tariff RTP
(Experimental Real-Time Pricing Service)**

(Continued From Sheet No. D-75.00)

4. Other Market Services Charge

The Other Market Services Charge, stated in \$/kWh is developed using all other PJM related market costs allocated to the Company from PJM not captured elsewhere. It is applied to all usage in excess of the customer-designated level for each billing period. The Other Market Services Charge per kWh shall be:

Secondary = \$0.002462 per kWh
Primary = \$0.002393 per kWh
Subtransmission = \$0.002351 per kWh
Transmission = \$0.002326 per kWh

5. Distribution Charge

The Distribution Charge, stated in \$/kW, is equivalent to the distribution portion of the current rates included in Tariff I.P.

Secondary = \$4.69 per kW
Primary = \$2.84 per kW

6. Program Charge

The Program Charge is \$150 per month for billing, administration and communications required to implement and administer the Experimental Real-Time Pricing Tariff.

7. Applicable Riders

Bills rendered under this Tariff for RTP usage shall be subject to any current or future non-generation related riders.

A customer's total bill shall equal the sum of the RTP bill for all usage in excess of the customer-designated level and the standard tariff bill for usage equal to or below the designated level.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

(Continued on Sheet No. D-77.00)

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**Tariff RTP
(Experimental Real-Time Pricing Service)**

(Continued From Sheet No. D-76.00)

Monthly Billing Demand

The billing demand in kW shall be taken each month as the single highest 15-minute integrated peak in kW, as registered during the month by a demand meter or indicator, subject to off-peak hour provision, but the monthly billing demand so established shall, in no event, be less than 60% of the greater of (a) the customer's contract capacity, (b) the customer's highest previously established monthly billing demand during the past 11 months, or (c) 1,500 kW.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

Billing demands shall be rounded to the nearest whole kW.

Metered Voltage Adjustment

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Term.

Customers who participate in this experimental tariff are required to enter into a written service agreement. Customer participation will coincide with the PJM planning year which runs from June 1 through May 31. Customers must enroll by May 15 of each year to begin service on June 1 and must stay with the service for the entire planning year. Customers who choose not to re-enroll in the program are ineligible to return to the program. No additional customers will be placed under this tariff after June 1, 2013.

(Continued on Sheet No. D-78.00)

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**Tariff RTP
(Experimental Real-Time Pricing Service)**

(Continued From Sheet No. D-77.00)

Transformer and Line Losses.

Demand losses will be applied to the Capacity and Transmission Charges using the following factors:

Secondary = 1.10282
Primary = 1.07401
Subtransmission = 1.05200
Transmission = 1.03950

Energy losses will be applied to the Energy Charge using the following factors:

Secondary = 1.06182
Primary = 1.03263
Subtransmission = 1.01272
Transmission = 1.01049

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Standard Service.

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EFFECTIVE FOR SERVICE RENDERED ON
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**RIDER AFS
(Alternate Feed Service)**

Availability of Service.

Standard Alternate Feed Service (AFS) is a premium service providing a redundant distribution service provided through a redundant distribution line and distribution station transformer, with automatic or manual switch-over and recovery, which provides increased reliability for distribution service. Rider AFS applies to those customers requesting new or upgraded AFS after the effective date of this rider. Rider AFS also applies to existing customers that desire to maintain redundant service when the Company must make expenditures in order to continue providing such service.

Rider AFS is available to customers who request a primary voltage alternate feed and who normally take service under Tariffs M.G.S., L.G.S., L.P., M.S. or W.S.S. for their basic service requirements, provided that the Company has adequate capacity in existing distribution facilities, as determined by the Company, or if changes can be made to make capacity available. AFS provided under this rider may not be available at all times, including emergency situations.

System Impact Study Charge.

The Company shall charge the customer for the actual cost incurred by the Company to conduct a system impact study for each site reviewed. The study will consist of, but is not limited to, the following: (1) identification of customer load requirements, (2) identification of the potential facilities needed to provide the AFS, (3) determination of the impact of AFS loading on all electrical facilities under review, (4) evaluation of the impact of the AFS on system protection and coordination issues including the review of the transfer switch, (5) evaluation of the impact of the AFS request on system reliability indices and power quality, (6) development of cost estimates for any required system improvements or enhancements required by the AFS, and (7) documentation of the results of the study. The Company will provide to the customer an estimate of charges for this study.

Equipment and Installation Charge.

The customer shall pay, in advance of construction, a nonrefundable amount for all equipment and installation costs for all dedicated and/or local facilities provided by the Company required to furnish either a new or upgraded AFS. The payment shall be grossed-up for federal and state income taxes, assessment fees and utility receipts taxes. The customer will not acquire any title in said facilities by reason of such payment. The equipment and installation charge shall be determined by the Company and shall include, but not be limited to, the following: (1) all costs associated with the AFS dedicated and/or local facilities provided by the Company and (2) any costs or modifications to the customer's basic service facilities.

The customer is responsible for all costs associated with providing and maintaining phone service for use with metering to notify the Company of a transfer of service to the AFS or return to basic service.

(Continued on Sheet No. D-80.00)

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**RIDER AFS
(Alternate Feed Service)**

(Continued From Sheet No. D-79.00)

Transfer Switch Provisions.

In the event the customer receives basic service at primary voltage, the customer shall install, own, maintain, test, inspect, operate and replace the transfer switch. Customer-owned switches are required to be at primary voltage and must meet the Company's engineering, operational and maintenance specifications. The Company reserves the right to inspect the customer-owned switches periodically and to disconnect the AFS for adverse impacts on reliability or safety.

Existing AFS customers, who receive basic service at primary voltage and are served via a Company-owned transfer switch and control module, may elect for the Company to continue ownership of the transfer switch. When the Company-owned transfer switch and/or control module requires replacement or repair, and the customer desires to continue the AFS, the customer shall pay the Company the total cost to replace such equipment which shall be grossed up for federal and state income taxes, assessment fees and utility receipts taxes. In addition, the customer shall pay a monthly rate of \$14.34 for the Company to annually test the transfer switch / control module and the customer shall reimburse the Company for the actual costs involved in maintaining the Company-owned transfer switch and control module.

In the event a customer receives basic service at secondary voltage and requests AFS, the Company will provide the AFS at primary voltage. The Company will install, own, maintain, test, inspect and operate the transfer switch and control module. The customer shall pay the Company a nonrefundable amount for all costs associated with the transfer switch installation. The payment shall be grossed-up for federal and state income taxes, assessment fees and utility receipts taxes. In addition, the customer is required to pay the monthly rate for testing and ongoing maintenance costs defined above. When the Company-owned transfer switch and/or control module requires replacement, and the customer desires to continue the AFS, customer shall pay the Company the total cost to replace such equipment which shall be grossed up for federal and state income taxes, assessment fees and utility receipts taxes.

After a transfer of service to the AFS, a customer utilizing a manual or semi-automatic transfer switch shall return to the basic service within one (1) week or as mutually agreed to by the Company and customer. In the event system constraints require a transfer to be expedited, the Company will endeavor to provide as much advance notice as possible to the customer. However, the customer shall accomplish the transfer back to the basic service within ten minutes if notified by the Company of system constraints. In the event the customer fails to return to basic service within 12 hours, or as mutually agreed to by the Company and customer, or within ten minutes of notification of system constraints, the Company reserves the right to immediately disconnect the customer's load from the AFS source. If the customer does not return to the basic service as agreed to, or as requested by the Company, the Company may also provide 30 days' notice to terminate the AFS agreement with the customer.

The customer shall make a request to the Company for approval three days in advance for any planned switching.

(Continued on Sheet No. D-81.00)

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**RIDER AFS
(Alternate Feed Service)**

(Continued From Sheet No. D-80.00)

Monthly AFS Capacity Reservation Demand Charge.

Monthly AFS charges will be in addition to all monthly basic service charges paid by the customer under the applicable tariff.

The Monthly AFS Capacity Reservation Demand Charge for the reservation of distribution station and primary lines is \$2.84 per kW.

AFS Capacity Reservation.

The customer shall reserve a specific amount of AFS capacity equal to, or less than, the customer's normal maximum requirements, but in no event shall the customer's AFS capacity reservation under this rider exceed the capacity reservation for the customer's basic service under the appropriate tariff. The Company shall not be required to supply AFS capacity in excess of that reserved except by mutual agreement.

If the customer plans to increase the AFS demand at anytime in the future, the customer shall promptly notify the Company of such additional demand requirements. The customer's AFS capacity reservation and billing will be adjusted accordingly. The customer will pay the Company the actual costs of any and all additional dedicated and/or local facilities required to provide AFS in advance of construction and pursuant to an AFS construction agreement. If customer exceeds the agreed upon AFS capacity reservation, the Company reserves the right to disconnect the AFS. If the customer's AFS metered demand exceeds the agreed upon AFS capacity reservation, which jeopardizes company facilities or the electrical service to other customers, the Company reserves the right to disconnect the AFS immediately. If the Company agrees to allow the customer to continue AFS, the customer will be required to sign a new AFS agreement reflecting the new AFS capacity reservation. In addition, the customer will promptly notify the Company regarding any reduction in the AFS capacity reservation.

The customer may reserve partial-load AFS capacity, which shall be less than the customer's full requirements for basic service subject to the conditions in this provision. Prior to the customer receiving partial-load AFS capacity, the customer shall be required to demonstrate or provide evidence to the Company that they have installed demand-controlling equipment that is capable of curtailing load when a switch has been made from the basic service to the AFS. The Company reserves the right to test and verify the customer's ability to curtail load to meet the agreed upon partial-load AFS capacity reservation.

Determination of Billing Demand.

Full-Load Requirement:

For customers requesting AFS equal to their load requirement for basic service, the AFS billing demand shall be taken each month as the single-highest 15-minute integrated peak as registered during the month by a demand meter or indicator, but the monthly AFS billing demand so established shall in no event be less than the greater of (a) the customer's AFS capacity reservation, or (b) the customer's highest previously established monthly billing demand on the AFS during the past 11 months, or (c) the customer's basic service

(Continued on Sheet No. D-82.00)

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**RIDER AFS
(Alternate Feed Service)**

(Continued From Sheet No. D-81.00)

capacity reservation, or (d) the customer's highest previously established monthly billing demand on the basic service during the past 11 months.

Partial-Load Requirement:

For customers requesting partial-load AFS capacity reservation that is less than the customer's full requirements for basic service, the AFS billing demand shall be taken each month as the single-highest 15-minute integrated peak on the AFS as registered during the month by a demand meter or indicator, but the monthly AFS billing demand so established shall in no event be less than the greater of (a) the customer's AFS capacity reservation, or (b) the customer's highest previously established monthly metered demand on the partial-load AFS during the past 11 months.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in R 460.3905 of the MPSC Rules. The due date shall be 22 days following the date of transmittal.

Terms of Contract.

The AFS agreement under this rider will be made for a period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this rider.

Disconnection of AFS under this rider due to reliability or safety concerns associated with customer-owned transfer switches will not relieve the customer of payments required hereunder for the duration of the agreement term.

Special Terms and Conditions.

This rider is subject to the Company's Terms and Conditions of Standard Service.

Upon receipt of a request from the customer for non-standard AFS (AFS which includes unique service characteristics different from standard AFS), the Company will provide the customer with a written estimate of all costs, including system impact study costs, and any applicable unique terms and conditions of service related to the provision of the non-standard AFS. An AFS agreement will be filed with the Commission under the 30-day filing procedures. The AFS agreement shall provide full disclosure of all rates, terms and conditions of service under this rider, and any and all agreements related thereto.

The Company will have sole responsibility for determining the basic service circuit and the AFS circuit.

The Company assumes no liability should the AFS circuit, transfer switch, or other equipment required to provide AFS fail to operate as designed, is unsatisfactory, or is not available for any reason.

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**EFFECTIVE FOR SERVICE RENDERED ON
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**ECONOMIC DEVELOPMENT RIDER
To Tariffs MGS, LGS and LP**

Availability of Service

In order to encourage economic development in the Company's service area, limited-term reductions in billing demands described herein are offered to qualifying new and existing retail customers who make application for service under this Rider prior to January 1, 2012.

Service under this Rider is intended for specific types of commercial and industrial customers whose operations, by their nature, will promote sustained economic development based on plant and facilities investment. This Rider is available to commercial and industrial customers served under Tariff MGS, LGS, or LP who meet the following requirements:

- (1) A new customer must have a billing demand of 250 kW or more. An existing customer must increase billing demand by 250 kW or more over the maximum billing demand during the 12 months prior to the date of the application by the customer for service under this Rider (Base Maximum Billing Demand).

In no event shall service under this Rider be available to a customer whose principal business at the service location is classified in one of the following SIC Major Groups:

01	02	07	08	09	15	16	17	50	51
52	53	54	55	56	57	58	59	64	70

- (2) The customer must demonstrate to the Company's satisfaction that, absent the availability of this Rider, the qualifying new or increased demand would be located outside of the Company's service territory or would not be placed in service due to poor operating economics.

(Continued on Sheet No. D-84.00)

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**ECONOMIC DEVELOPMENT RIDER
To Tariffs MGS, LGS and LP**

(Continued From Sheet No. D-83.00)

Availability is limited to customers on a first-come, first-served basis for loads aggregating 50 MW.

Terms and Conditions

- (1) To receive service under this Rider, the customer shall make written application to the Company with sufficient information contained therein to determine the customer's eligibility for service.
- (2) For new customers, billing demands for which deductions will be applicable under this Rider shall be for service at a new service location and not merely the result of a change of ownership. Relocation of the delivery point of the Company's service does not qualify as a new service location.
- (3) For existing customers, billing demands for which deductions will be applicable under this Rider shall be the result of an increase in business activity and not merely the result of resumption of normal operations following a force majeure, strike, equipment failure, renovation or refurbishment, or other such abnormal operating condition. In the event that such an occurrence has taken place during the 12-month period prior to the date of the application by the customer for service under this Rider, the monthly billing demands during the 12-month period shall be adjusted as appropriate to eliminate the effects of such occurrence.
- (4) All demand adjustments offered under this Rider shall terminate no later than December 31, 2015.
- (5) The existing local facilities of the Company must be deemed adequate, in the judgement of the Company, to supply the new or expanded electrical capacity requirements of the customer. If construction of new or expanded local facilities by the Company are required, the customer may be required to make a contribution-in-aid of construction for the installed cost of such facilities pursuant to the provisions of Item 12, B and/or 13, C of the Company's Terms and Conditions of Standard Service.

Determination of Monthly Adjusted Billing Demand

The qualifying incremental billing demand shall be determined as the amount by which the billing demand, as determined according to the applicable Tariff for the current billing period without this Rider, exceeds the Base Maximum Billing Demand. Such incremental billing demand shall be considered to be zero, however, unless it is at least 250 kW for new customers or existing customers.

The monthly adjusted billing demand under this Rider shall be the billing demand as determined according to the applicable Tariff for the current billing period without this Rider less the product of the qualifying incremental billing demand and the applicable Adjustment Factor.

No Adjustment Factor shall be applied to any portion of minimum billing demands as calculated under the applicable Tariff.

(Continued on Sheet No. D-85.00)

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BY PAUL CHODAK III
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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**ECONOMIC DEVELOPMENT RIDER
To Tariffs MGS, LGS and LP**

(Continued From Sheet No. D-84.00)

Standard New Development of Expansion Customers – customers meeting all availability and terms and conditions above shall contract for service for a period of three (3) years with an Adjustment Factor of fifteen percent (15%).

Redevelopment Customers – customers meeting all availability and terms and conditions above, and that (1) are locating a new business in an existing building that has been unoccupied for at least one year and has no current or prior relationship with the previous occupant, as determined by the Company, and (2) taking delivery at one point that does not require significant distribution or transmission system investment, other than the connection of service, shall contract for service for a period of three (3) years with an Adjustment Factor of seventeen and one-half percent (17 1/2%).

Brownfield Redevelopment Customers – customers meeting all availability and terms and conditions above, and that (1) are locating a new business in qualifying Brown field redevelopment areas, as defined under Michigan or Federal law, (2) are served by existing I&M service lines, and (3) are locating in an existing building that has been unoccupied for at least one year and has no current or prior relationship with the previous occupant, as determined by the Company, shall contract for service for a period of three (3) years with an Adjustment Factor of twenty percent (20%).

The appropriate adjustment factor shall be applicable over a period of 12 consecutive billing months beginning with the first such month following the end of the start-up period. The start-up period shall commence with the effective date of the contract addendum for service under this Rider and shall terminate by mutual agreement between the Company and the customer.

In no event shall the start-up period exceed 12 months.

(Continued on Sheet No. D-86.00)

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**ECONOMIC DEVELOPMENT RIDER
To Tariffs MGS, LGS and LP**

(Continued From Sheet No. D-85.00)

Term of Contract

A contract or agreement addendum for service under this Rider, in addition to service under the applicable standard tariff, shall be executed by the customer and the Company for the time period which includes the start-up period and the three-year period immediately following the end of the start-up period. The contract addendum shall specify the Base Maximum Billing Demand, the anticipated total demand, the Adjustment Factor and related provisions to be applicable under this Rider, and the effective date for the contract addendum.

The customer may discontinue service under this Rider before the end of the term of the contract or agreement addendum only by reimbursing the Company for any demand adjustments received under this Rider billed at the applicable rate.

Special Terms and Conditions

Except as otherwise provided in this Rider, written agreements shall remain subject to all of the provisions of the applicable tariff. This Rider is subject to the Company's Terms and Conditions of Standard Service.

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EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.

RIDER ECS
(Emergency Curtailable Service)

Availability of Service

Available for Emergency Curtailable Service (ECS) to customers normally taking firm service under Tariffs MGS, LGS, and LP for their total capacity requirements from the Company. The customer must have an on-peak curtailable demand not less than 1 MW and will be compensated for kWh curtailed under the provisions of this Rider.

Conditions of Service

- (1) The Company reserves the right to curtail service to the customer's ECS load when, in the sole judgment of the Company, an emergency condition exists on the American Electric Power (AEP) System or the PJM Interconnection, L.L.C. (PJM) RTO. The Company shall determine that an emergency condition exists if curtailment of load served under this Rider is necessary in order to maintain service to the Company's other firm service customers according to the AEP System Emergency Operating Plan for generation capacity deficiencies.
- (2) The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the customer's ECS load shall be curtailed within 30 minutes if so requested.
- (3) In no event shall the customer be subject to curtailment under the provisions of this Rider for more than 50 hours during any season. For purposes of this Rider, seasons are defined as follows:

Winter	November 15 through March 15
Summer	May 15 through September 15

No curtailments under this Rider shall occur on other days of the year, with the exception of test curtailments as specified under Item 6 below.

- (4) The Company and the customer shall mutually agree upon the method that the Company shall use to notify the customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., the Company's customer communication system, telephone, pager) and shall designate the customer's representatives to receive said notification. The customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
- (5) No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense, or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
- (6) The Company reserves the right to test and verify the customer's ability to curtail. Such test will be limited to one curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the customer as to

(Continued on Sheet No. D-88.00)

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EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.

**RIDER ECS
(Emergency Curtailable Service)**

(Continued From Sheet No. D-87.00)

the month in which the test will take place, and will consider avoiding tests on days that may cause a unique hardship to the customer's overall operation. There shall be no credits for test curtailments nor charges for failure to curtail during a test.

- (7) The Company reserves the right to discontinue service to the customer under this Rider if the customer fails to curtail under any circumstances three or more times during a season as requested by the Company.
- (8) The customer shall not receive credit for any curtailment periods in which the customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

Curtailment Options

The customer shall select one of the following Curtailment Limits under this Rider:

	Maximum Duration
Curtailment Limit A	4 hours
Curtailment Limit B	8 hours

The Curtailment Limit is the maximum number of hours per curtailment event for which load may be curtailed under the provisions of this Rider. The Company, to the extent practical, will endeavor to minimize the curtailment duration. However, the customer shall receive a minimum of two hours credit per curtailment event.

The customer shall also specify the Minimum Price that the customer is willing to accept for curtailments under this Rider. The Company, at its sole discretion, will determine whether the customer shall be curtailed given the customer's specified Curtailment Options.

ECS Contract Capacity

Each customer shall have an ECS Contract Capacity to be considered as emergency curtailable capacity under this Rider. The customer shall specify the Non-ECS Demand, which shall be the demand at or below which the customer will remain during curtailment periods. The ECS Contract Capacity shall be the difference between the customer's typical on-peak demand and the customer's specified Non-ECS Demand. The Company shall determine the customer's typical on-peak demand, as agreed upon by the Company and the customer. For the purpose of this Rider, the on-peak billing period is defined as 7 a.m. to 11 p.m., local time, Monday through Friday.

The customer may modify the amount of ECS Contract Capacity and/or the Curtailment Option no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

(Continued on Sheet No. D-89.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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IN CASE NO.**

**RIDER ECS
(Emergency Curtailable Service)**

(Continued From Sheet No. D-88.00)

Curtailed Demand

For each curtailment period, Curtailed Demand shall be defined as the difference between the customer's typical on-peak demand and the maximum 15-minute integrated demand during that curtailment period.

Period ECS Energy

Period ECS Energy shall be defined as the product of the Curtailed Demand and the number of hours for each curtailment period.

Curtailment Credit

The Curtailment Credit shall be the greater of the following: (a) 80 percent of the AEP East Load Zone Real-Time Locational Marginal Price (LMP) established by PJM (including congestion and marginal losses); (b) the amount quoted to the customer upon notice of a curtailment event; or (c) the Minimum Price as specified by the customer provided that such Minimum Price does not exceed 50¢/kWh.

Monthly Credit

The Event Credit shall be equal to the product of the Period ECS Energy and the applicable Curtailment Credit. The Monthly Credit shall be equal to the sum of the Event Credits for the calendar month. The Monthly Credit will be provided to the customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a subaccount so that the separate identity of this cost is preserved.

Noncompliance Charge

There is no charge for noncompliance under this Rider. However, the customer's service under this Rider may be discontinued pursuant to the Conditions of Service.

Term

Contracts under this Rider shall be made for an initial period of one season and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next season of its intention to discontinue service under the terms of this Rider.

Special Terms and Conditions

Individual customer information, including, but not limited to, ECS Contract Capacity and Curtailment Option, shall remain confidential.

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BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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**ISSUED UNDER AUTHORITY OF THE
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RIDER EPCS
(Energy Price Curtailable Service)

Availability of Service

Available for Energy Price Curtailable Service (EPCS) to customers normally taking firm service under Tariffs MGS, LGS, and LP for their total capacity requirements from the Company. The customer must have an on-peak curtailable demand not less than 1 MW and will be compensated for kWh curtailed under the provisions of this Rider.

Conditions of Service

- (1) The Company reserves the right to curtail service to the customer's EPCS load at the Company's sole discretion.
- (2) The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the customer's EPCS load shall be curtailed within one hour if so requested.
- (3) For purposes of this Rider, seasons are defined as follows:

Winter	December, January, and February
Spring	March, April, and May
Summer	June, July, and August
Fall	September, October, and November

- (4) The Company and the customer shall mutually agree upon the method that the Company shall use to notify the customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., the Company's customer communication system, telephone, pager) and shall designate the customer's representatives to receive said notification. The customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
- (5) No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense, or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
- (6) The Company reserves the right to test and verify the customer's ability to curtail. Such test will be limited to one curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the customer as to the month in which the test will take place, and will consider avoiding tests on days that may cause a unique hardship to the customer's overall operation. There shall be no credits for test curtailments nor charges for failure to curtail during a test.

(Continued on Sheet No. D-91.00)

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EFFECTIVE FOR SERVICE RENDERED ON
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RIDER EPCS
(Energy Price Curtailable Service)

(Continued From Sheet No. D-90.00)

- (7) Upon receiving a curtailment notice from the Company, the customer must respond within 45 minutes when the request is made on a day-ahead basis and within 15 minutes when a request is made for the current day if the customer intends to participate in the curtailment event. Customers who fail to respond, or respond that they will not participate in the curtailment event, will receive no payments, nor be subject to any monetary charges described elsewhere under this Rider. However, a customer's failure to respond or a response that the customer will not participate will be considered as a failure to curtail for purposes of Paragraph 8 below.
- (8) The Company reserves the right to discontinue service to the customer under this Rider if the customer fails to curtail under any circumstances three or more times during a season as requested by the Company.
- (9) The customer shall not receive credit for any curtailment periods in which the customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

Curtailment Options

At the time the customer contracts for service under this Rider, the customer shall select one or both of the following Curtailment Notice Types:

Notice Type 1	Day-ahead Notification
Notice Type 2	Current Day Notification

At the time the customer selects one or both types of Notice Types above, the customer shall also select one of the following Curtailment Limits for each Notice Type selected :

	Maximum Duration
Curtailment Limit A	2 hours
Curtailment Limit B	4 hours
Curtailment Limit C	8 hours

The Curtailment Limit is the maximum number of hours per curtailment event for which load may be curtailed under the provisions of this Rider. The customer shall receive credit for a minimum of two hours per curtailment event, even if the event is shorter than two hours.

The customer shall specify the Maximum Number of Days during the season that the customer may be requested to curtail under each Notice Type chosen. The customer shall also specify the Minimum Price at which the customer would be willing to curtail under each Notice Type chosen. The Company, at its sole discretion, will determine whether the customer shall be curtailed given the customer's specified Curtailment Options.

(Continued on Sheet No. D-92.00)

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**RIDER EPCS
(Energy Price Curtailable Service)**

(Continued From Sheet No. D-91.00)

EPCS Contract Capacity

Each customer shall have a EPCS Contract Capacity to be considered as price curtailable capacity under this Rider. The customer shall specify the Non-EPCS Demand, which shall be the demand at or below which the customer will remain during curtailment periods. The EPCS Contract Capacity shall be the difference between the customer's typical on-peak demand and the customer's specified Non-EPCS Demand. The Company shall determine the customer's typical on-peak demand, as agreed upon by the Company and the customer. For the purpose of this Rider, the on-peak billing period is defined as 7 a.m. to 11 p.m., local time, Monday through Friday.

The customer may modify the amount of EPCS Contract Capacity and/or the Curtailment Options no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

Curtailed Demand

For each curtailment period, Curtailed Demand shall be defined as the difference between the customer's typical on-peak demand and the maximum 15-minute integrated demand during each interval of the curtailment period.

Curtailment Credit

Hourly EPCS Energy shall be defined as the sum of the Curtailed Demand for each 15-minute interval of the hour divided by four (4). The Curtailment Credit shall be equal to the product of the Hourly EPCS Energy and the greater of the following: (a) 80% of the AEP East Load Zone Real-Time Locational Margnial Price (LMP) established by PJM (including congestion and marginal losses), (b) the Minimum Price as specified by the customer, or (c) 3.5¢/kWh.

Monthly Credit

The Monthly Credit (Generation) shall be equal to the sum of the Curtailment Credits for the calendar month, less any Noncompliance Charges. The Monthly Credit will be provided to the customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a subaccount so that the separate identity of this cost is preserved.

(Continued on Sheet No. D-93.00)

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RIDER EPCS
(Energy Price Curtailable Service)

(Continued From Sheet No. D-92.00)

Noncompliance Charges

If the customer responds affirmatively that it will participate in a curtailment event, and subsequently fails to fully comply with a request for curtailment under the provisions of this Rider, then the Noncompliance Demand shall be the difference between the maximum 15-minute integrated demand during each hour of the curtailment period and the Non-EPCS Demand. Noncompliance Demand shall be billed at a rate equal to the applicable Curtailment Credit for the hours during which the customer failed to fully comply.

Term

Contracts under this Rider shall be made for an initial period of one season and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next season of its intention to discontinue service under the terms of this Rider.

Special Terms and Conditions

Individual customer information, including, but not limited to, EPCS Contract Capacity and Curtailment Options, shall remain confidential.

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BY PAUL CHODAK III
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FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.

RIDER NMS-1
(Net Metering Service for Customer's With Generating Facilities of 20 kW or Less)

Availability of Service

Available for Net Metering Service to customers with qualifying renewable energy source generation facilities designed to operate in parallel with the Company's system. Customers served under this rider must also take service from the Company under the otherwise applicable standard service tariff.

The total rated generating capacity of all net metering customers served under this rider shall be limited to one half of one percent (0.5%) of the Company's previous year's peak demand in kW. Service under this rider shall be available to customers on a first come, first served basis.

Conditions of Service

- (1) For purposes of this rider, a qualifying net metering facility is an electrical generating facility that complies with all of the following requirements:
- (a) As defined in MCL 460.1011(i), utilizes a renewable energy resource that naturally replenishes over a human, not a geological, time frame and that is ultimately derived from solar power, water power, or wind power. Renewable energy resource does not include petroleum, nuclear, natural gas, or coal. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
 - i. Biomass
 - ii. Solar and solar thermal energy
 - iii. Wind energy
 - iv. Kinetic energy of moving water, including the following:
 - 1. Waves, tides or currents
 - 2. Water released through a dam
 - v. Geothermal energy
 - vi. Municipal solid waste
 - vii. Landfill gas produced by municipal solid waste.
 - (b) Has a total rated capacity of 20 kW or less.
 - (c) Is located on the customer's premises.
 - (d) Is intended primarily to offset all or part of the customer's own electrical load requirements.
 - (e) Is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.

(Continued on Sheet No. D 95.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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**ISSUED UNDER AUTHORITY OF THE
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DATED
IN CASE NO.**

RIDER NMS-1
(Net Metering Service for Customer's With Generating Facilities of 20 kW or Less)

(Continued from Sheet No. D-94.00)

A customer using biomass blended with fossil fuel as their renewable energy source must submit proof to the Company substantiating the percentage of fossil fuel blend either by (1) separately metering the fossil fuel or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.

- (2) The customer's generation system shall be sized not to exceed the customer's electric needs. At the customer's option, the generation capacity shall be determined by the aggregate nameplate capacity of the generator or by an estimate of the expected annual kWh output of the generator. At the customer's option, the customer's annual electricity needs shall be determined by one of the following methods: (1) the customer's annual energy usage, measured in kWh, during the previous twelve month period; (2) for a customer with metered demand data available, the maximum integrated hourly demand measured in kW during the previous twelve month period; or (3) in cases where no data, incomplete data or incorrect data for the customer's previous twelve month energy usage exists, or the customer is making changes on-site that will affect the customer's usage, the Company and the customer shall mutually agree on a method to determine the customer's annual electric needs.
- (3) A customer seeking to interconnect an eligible net metering facility to the Company's system must submit to the Company's designated personnel a completed Interconnection Application, including any required application fees. The Company's net metering application fee is \$25 and its interconnection application fee is \$75. The requirements for interconnecting customer electric generating equipment with the Company's facilities are contained in the Commission's Electric Interconnection and Net Metering Standards Rules and the Company's technical requirements for interconnection. The Company will provide copies of all applicable forms and documents to customers upon request.
- (4) An interconnection agreement between the Company and the eligible net metering customer must be executed before the net metering facility may be interconnected with the Company's system.

Metering

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

The Company may, with the customer's permission and at its own expense, install one or more additional meters to monitor the flow of electricity.

(Continued on Sheet No. D-96.00)

**ISSUED
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**EFFECTIVE FOR SERVICE RENDERED ON
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**ISSUED UNDER AUTHORITY OF THE
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DATED
IN CASE NO.**

RIDER NMS-1
(Net Metering Service for Customer's With Generating Facilities of 20 kW or Less)

(Continued from Sheet No. D-95.00)

Monthly Charges

Monthly charges for energy, and demand where applicable, to serve the customer shall be determined according to the Company's standard service tariff under which the customer would otherwise be served, absent the customer's electric generating facility.

Monthly charges for energy shall be determined under the customer's standard service tariff and shall be based on the net energy delivered by the Company to the customer, calculated by subtracting the energy, if any, delivered by the customer to the Company from the energy delivered by the Company to the customer.

If the customer's net monthly billing under the standard service tariff is negative during the billing period, credit for the negative net billing shall be at the customer's full retail rate and shall appear on the customer's next monthly bill. Any credit not used to offset current charges shall be carried forward for use in subsequent billing periods. Upon termination of service from the Company, any remaining credit amount shall be refunded to the customer.

Special Terms and Conditions

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the standard service tariff under which the customer takes service. This rider is also subject to provisions of the Company's technical requirements for interconnection.

The Company's net metering program shall be open for customer enrollments for a period of at least ten years from the original effective date of this rider. A participating customer may terminate their participation in this program at any time.

An eligible electric generator shall own any renewable energy credits granted for electricity generated under the net metering program. The Company may purchase or trade renewable energy certificates from a net metering customer if agreed to by the customer.

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BY PAUL CHODAK III
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EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.

RIDER NMS-2
(Net Metering Service for Customer's With Generating Facilities Greater than 20 kW)

Availability of Service

Available for Net Metering Service to customers with qualifying renewable energy source generation facilities designed to operate in parallel with the Company's system. Customers served under this rider must also take service from the Company under the otherwise applicable standard service tariff.

The total rated generating capacity of all net metering customers served under this rider shall be limited to not more than one quarter of one percent (0.25%) of the Company's previous year's peak demand in kW for customers with a system capable of generating more than 20 kW but not more than 150 kW and not more than one quarter of one percent (0.25%) for customers with a system capable of generating more than 150 kW. Service under this rider shall be available to customers on a first come, first served basis.

Conditions of Service

- (1) For purposes of this rider, a qualifying net metering facility is an electrical generating facility that complies with all of the following requirements:
- (a) As defined in MCL 460.1011(i), utilizes a renewable energy resource that naturally replenishes over a human, not a geological, time frame and that is ultimately derived from solar power, water power, or wind power. Renewable energy resource does not include petroleum, nuclear, natural gas, or coal. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:
 - i. Biomass
 - ii. Solar and solar thermal energy
 - iii. Wind energy
 - iv. Kinetic energy of moving water, including the following:
 - 1. Waves, tides or currents
 - 2. Water released through a dam
 - v. Geothermal energy
 - vi. Municipal solid waste
 - vii. Landfill gas produced by municipal solid waste.
 - (b) Has a total rated capacity of greater than 20 kW but not more than 150 kW of aggregate generation at a single site for a renewable energy system and not more than 550 kW of aggregate generation at a single site for a methane digester.
 - (c) Is located on the customer's premises.
 - (d) Is intended primarily to offset all or part of the customer's own electrical load requirements.

(Continued on Sheet No. D-98.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.**

RIDER NMS-2
(Net Metering Service for Customer's With Generating Facilities Greater than 20 kW)

(Continued from Sheet No. D-97.00)

- (e) Is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.

A customer using biomass blended with fossil fuel as their renewable energy source must submit proof to the Company substantiating the percentage of fossil fuel blend either by (1) separately metering the fossil fuel or (2) providing other documentation that will allow the Company to correctly apply a generation credit to the output associated with the customer's renewable fuel only.

- (2) The customer's generation system shall be sized not to exceed the customer's electric needs. At the customer's option, the generation capacity shall be determined by the aggregate nameplate capacity of the generator or by an estimate of the expected annual kWh output of the generator. At the customer's option, the customer's annual electricity needs shall be determined by one of the following methods: (1) the customer's annual energy usage, measured in kWh, during the previous twelve month period; (2) for a customer with metered demand data available, the maximum integrated hourly demand measured in kW during the previous twelve month period; or (3) in cases where no data, incomplete data or incorrect data for the customer's previous twelve month energy usage exists, or the customer is making changes on-site that will affect the customer's usage, the Company and the customer shall mutually agree on a method to determine the customer's annual electric needs.
- (3) A customer seeking to interconnect an eligible net metering facility to the Company's system must submit to the Company's designated personnel a completed Interconnection Application, including any required application fees. The Company's net metering application fee is \$25 and its interconnection application fee is \$75. The requirements for interconnecting customer electric generating equipment with the Company's facilities are contained in the Commission's Electric Interconnection and Net Metering Standards Rules and the Company's technical requirements for interconnection. The Company will provide copies of all applicable forms and documents to customers upon request.
- (4) An interconnection agreement between the Company and the eligible net metering customer must be executed before the net metering facility may be interconnected with the Company's system.

Metering

The Company may determine the customer's net usage using the customer's existing meter if it is capable of reverse registration or may, at the Company's expense, install a single meter with separate registers measuring power flow in each direction. If the Company uses the customer's existing meter, the Company shall test and calibrate the meter to assure accuracy in both directions. If the customer's meter is not capable of reverse registration and if meter upgrades or modifications are required, the Company shall provide a meter or meters capable of measuring the flow of energy in both directions to the customer at the Company's cost. For customers with a generation system capable of generating more than 20 kW and up to 150 kW, only the

(Continued on Sheet No. D-99.00)

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**ISSUED UNDER AUTHORITY OF THE
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RIDER NMS-2
(Net Metering Service for Customer's With Generating Facilities Greater than 20 kW)

(Continued from Sheet No. D-98.00)

incremental cost above that for meter(s) provided by the Company to similarly situated nongenerating customers shall be paid by the eligible customer. Customers with a generation system capable of generating more than 150 kW shall be responsible for the Company's full cost of providing any necessary additional metering.

For customers served under this rider, the Company shall install and utilize a generation meter to measure the output of the customer's generator. For customers with generation systems capable of generating 150 kW or less, the cost of the meter shall be considered a cost of operating the Company's net metering program and shall be supplied by the Company at no additional cost to the customer. Customers with generation systems capable of generating more than 150 kW shall be responsible for the Company's full cost of providing such additional metering.

The Company may, with the customer's permission and at its own expense, install one or more additional meters to monitor the flow of electricity.

Monthly Charges

Monthly charges for energy, and demand where applicable, to serve the customer shall be determined according to the Company's standard service tariff under which the customer would otherwise be served, absent the customer's electric generating facility. Monthly transmission and distribution charges for energy shall be determined under the customer's standard service tariff and shall be computed based on the energy delivered by the Company to the customer without reduction for the energy, if any, delivered by the customer to the Company.

Monthly generation charges for energy shall be determined under the customer's standard service tariff and shall be based on the net energy delivered by the Company to the customer, calculated by subtracting the energy, if any, delivered by the customer to the Company from the energy delivered by the Company to the customer.

If the customer's net monthly generation charge billing under the standard service tariff is negative during the billing period, the negative net generation billing shall not be used to reduce the customer's current monthly bill for transmission and distribution service. Instead, the negative net generation billing amount shall appear on the customer's next bill and shall be allowed to accumulate as a \$ credit to offset generation billing in the next billing period. Unused generation credits, if any, will be carried over from month to month and applied to generation billing in subsequent billing months. Generation credits shall not be used to reduce charges for transmission and distribution service. Upon termination of service from the Company, any remaining credit amount shall be refunded to the customer.

Standby Charges

Customers with a generation system capable of generating more than 150 kW shall pay standby costs.

(Continued on Sheet No. D-100.00)

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RIDER NMS-2
(Net Metering Service for Customer's With Generating Facilities Greater than 20 kW)

(Continued from Sheet No. D-99.00)

Standby charges for net metering customers on an energy rate schedule shall equal the retail distribution charge applied to the imputed customer usage during the billing period. The imputed customer usage is calculated as the sum of the metered on-site generation and the net of the bidirectional flow of power across the customer interconnection during the billing period. The Commission shall establish standby charges for net metering customers on demand-based rate schedules that provide an equivalent contribution to Company system costs. Standby charges shall not be applied to customers with systems capable of generating 150 kW or less.

Special Terms and Conditions

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the standard service tariff under which the customer takes service. This rider is also subject to provisions of the Company's technical requirements for interconnection.

The Company's net metering program shall be open for customer enrollments for a period of at least ten years from the original effective date of this rider. A participating customer may terminate their participation in this program at any time.

An eligible electric generator shall own any renewable energy credits granted for electricity generated under the net metering program. The Company may purchase or trade renewable energy certificates from a net metering customer if agreed to by the customer.

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**RIDER ROS
(RESALE OF SERVICE)**

Availability of Service

Available to general service customers who take Standard Service from the Company under Tariffs SGS, MGS, LGS, or LP and who are currently engaged in Resale of Service (ROS).

Electricity supplied to a customer is for exclusive use on the premises to which it is delivered by the Company. Customers desiring to resell electric service must secure authority from the Company which will be evidenced by a rider attached to the contract for service. Resale of service is available only for customers currently reselling as of April 1, 2006 and is closed to new service or expanded service for resale.

If the reselling customer elects to take service under the Company's Open Access Distribution Service Tariffs, the ultimate user (residential, commercial or industrial customer) shall be served and charged for such service under the Open Access Distribution Service Tariff in the Company's rate schedule available for similar services under like conditions.

The reselling customer shall provide notice to ultimate users of the decision to obtain electric service pursuant to the Open Access Distribution Service Tariff and that as a result, the ultimate user's generation and transmission charges are no longer regulated by the Michigan Public Service Commission.

Multiple Occupancy Buildings

The owner or operator of an office building, apartment building, or shopping center with at least thirty ultimate users (or less at the option of the Company) whose combined requirements regularly exceed 20,000 kilowatt hours per month, may purchase electric energy from the Company for resale to the ultimate users on the condition that service to each ultimate user shall be separately metered, and that the ultimate users shall be charged for such service the current rate of the Company for similar service under like conditions.

No customer may charge any ultimate user more for resold electric service purchased from the Company than the ultimate user would be charged by the Company if served directly. If this requirement is violated, service under this rider may be terminated by the Company. The renting of premises with the cost of electric service included in the rental is held not to be a resale of service. The Company does not furnish nor maintain meters for the resale of energy by customers.

Mobile Home Parks

Mobile home park operators may purchase electric energy from the Company for resale to ultimate users, provided that service to each ultimate user buying energy shall be separately metered and billed no more for resold electric service purchased from the Company than the ultimate user would be charged by the Company if served directly.

(Continued on Sheet No. D-102.00)

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**RIDER ROS
(RESALE OF SERVICE)**

(Continued From Sheet No. D-101.00)

A mobile home park operator shall provide the distribution system in the park and meters acceptable to the Company suitably protected from the weather.

If a mobile home park operator resells energy without complying with the above provisions, service under this rider may be terminated by the Company.

Term of Contract

The customer may take service under any applicable filed tariff listed above but the customer will be required to sign a rider modifying the contract form prescribed for the applicable filed tariff.

A service contract shall provide that each ultimate user's billing shall be audited once every nine (9) to fifteen (15) months. At the option of the reselling customer, the audit will be conducted either by the Company or by an independent auditing firm, approved by the Company. The reselling customer will be assessed a reasonable fee for an audit conducted by the Company. Where the audit is conducted by an independent auditing firm, a certified copy of the results of such audit shall be immediately submitted to the Company in a form approved by the Company.

The service contract shall also provide that the reselling customer will be responsible for the testing of meters used for resale at the time of initially taking service under this Rider and at least once every three (3) years thereafter, and the accuracy of such meters shall be maintained within the limits as prescribed in Michigan Public Service Commission Order No. U-6400. Meters shall only be tested by the Company for a reasonable fee or by outside testing services or laboratories approved by the Company with a certified copy of all testing results immediately submitted to the Company.

A record of each meter, including testing results, shall be kept by the reselling customer during use of the meter and for an additional period of one year thereafter. When requested, the reselling customer shall submit certified copies of testing service or laboratory results to the Company or the Michigan Public Service Commission.

The reselling customer shall supply each ultimate user with an electrical system adequate to meet the needs of the ultimate user with respect to the nature of service, voltage level, and other conditions of service.

If a reselling customer fails to meet the obligations under this rider, the Company shall immediately notify the Michigan Public Service Commission Staff. If, after review with the reselling customer, the problem is not resolved, the Company will discontinue electric service until such time as the problem is resolved. The Company shall not incur any liability as the result of this discontinuance of electric service.

Notwithstanding Rules 460.3901 (1) through (4), a deposit may be required from Rider ROS customers in an amount not to exceed six times the peak season monthly bill for service under this Rider.

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APPLICABLE POWER SUPPLY AND DELIVERY CHARGE SURCHARGES AND RIDERS

Commission-approved surcharges and riders applicable to full service customers:

Power Supply and Delivery Charges Applicable to Full Service Customers	Sheet No.
Cost-of-Service Phase-In Surcharge	D-104.00
Generation Investment Cost Recovery Rider	D-105.00
Net Lost Revenue Recovery Rider	D-106.00
Power Supply Cost Recovery Factor	D-107.00
Energy Optimization Surcharge	D-109.00
Enhanced Distribution Reliability Cost Recovery Rider	D-110.00
gridSMART sm Program Cost Recovery Rider	D-111.00
Nuclear Decommissioning Surcharge	D-112.00

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COST-OF-SERVICE PHASE-IN SURCHARGE

All customer bills subject to the provisions of this surcharge, including any bills rendered under special contract, shall be adjusted by the Cost-of-Service Phase-In Surcharge charge per kWh as follows:

Tariff	Year 1	Year 2	Year 3	Year 4
	(¢/kWh)	(¢/kWh)	(¢/kWh)	(¢/kWh)
RS, RS-TOD, RS-OPES, and RS-SC	-0.7684	-0.5763	-0.03842	-0.1921
SGS	1.3168	0.9876	0.6584	0.3292
MGS and MGS-TOD	1.0731	0.8048	0.5365	0.2683
LGS	0.6207	0.4655	0.3104	0.1552
LP	0.1551	0.1163	0.0776	0.0388
MS	1.0694	0.8021	0.5347	0.2674
WSS	0.7922	0.5942	0.3961	0.1981
EHS	-2.5903	-1.9427	-1.2951	-0.6476
EHG	0.9288	0.6966	0.4644	0.2322
IS	-4.4358	-3.3268	-2.2179	-1.1089
OSL	-0.4847	-0.3636	-0.2424	-0.1212
SLS, SLC, ECLS and SLCM	2.3109	1.7331	1.1554	0.5777

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GENERATION INVESTMENT COST RECOVERY RIDER

All customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Generation Investment Cost Recovery Rider charge. The Generation Investment Cost Recovery Rider charge is assessed as a percentage of the customer's generation charges under the Company's Standard Tariffs, excluding charges under any applicable riders.

Charges under this Rider will be established by the Commission in future proceedings.

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NET LOST REVENUE RECOVERY RIDER

All customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Net Lost Revenue Recovery Rider charge per kWh as follows:

Tariff	Power Supply	Delivery	Total
	(¢/kWh)	(¢/kWh)	(¢/kWh)
RS, RS-TOD, RS-OPES, and RS-SC	0.032	0.015	0.047
SGS	0.028	0.017	0.045
MGS and MGS-TOD	0.032	0.012	0.044
LGS	0.028	0.007	0.035
LP	0.027	0.004	0.031
MS	0.030	0.010	0.040
WSS	0.025	0.006	0.031
EHS	0.041	0.015	0.056
EHG	0.027	0.009	0.036
IS	0.030	0.060	0.090
OSL	--	--	--
SLS, SLC and ECLS	--	--	--
SLCM	0.000	0.010	0.010

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POWER SUPPLY COST RECOVERY CLAUSE

This clause permits the monthly adjustment of rates for power supply to allow recovery of the booked costs, including transportation costs, reclamation costs, and disposal and reprocessing costs, of fuel burned for electric generation, the booked costs of purchased and net interchange power transactions and the cost of transmission service incurred under reasonable and prudent policies and practices. All rates for standard_Michigan retail electric service, unless otherwise provided in the applicable rate schedule, shall include a Power Supply Cost Recovery factor.

For purposes of this clause, the following definitions apply:

"Power supply cost recovery factor" means that element of the rates to be charged for electric service to reflect power supply costs incurred and made pursuant to a power supply cost recovery clause incorporated in the rates or rate schedule.

"Power supply cost recovery plan" means a filing made at least annually describing the expected sources of electric power supply and changes over a future 12-month period specified by the Commission and requesting for each of those 12 months a specific power supply cost recovery factor.

"Power supply costs" means those elements of allowable costs of fuel, purchased and net interchanged power costs, and transmission costs as determined by the Commission to be included in the calculation of the power supply cost recovery factor.

"Cost of power" means those elements of costs of fuel and purchased and net interchanged power costs as determined by the Commission to be recovered in base rates pursuant to a general rate proceeding but which are not allowable in the calculation of the monthly power supply cost recovery factor.

The Power Supply Cost Recovery factor shall, in accordance with the hearing procedures adopted by the Michigan Public Service Commission, consist of 0.01037 mills per kWh for each full .01 mill per kWh of power supply costs, rounded to the nearest .01 mills per kWh, less an amount of 26.87 mills per kWh representing power supply costs included in base rates.

The power supply cost recovery factor to be applied to the Company's Michigan retail customers' monthly kilowatt-hour usage represents the power supply costs as established by Commission order pursuant to a power supply and cost review hearing conducted by the Commission. The power supply and cost review will be conducted not less than once a year for the purpose of evaluating the power supply cost recovery plan filed by the Company and to authorize an appropriate power supply cost recovery factor. Contemporaneously with its power supply cost recovery plan, the Company will file a five-year forecast of the power supply requirements of its customers, its anticipated sources of supply, and projections of power supply costs.

(Continued on Sheet No. D-108.00)

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POWER SUPPLY COST RECOVERY CLAUSE

(Continued from Sheet No. D-107.00)

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

Not less than once a year and not later than 90 days after the end of the 12-month period covered by the Company's most recently authorized power supply cost recovery plan, a power supply cost reconciliation proceeding will be commenced to reconcile the revenues recorded pursuant to the power supply cost recovery factor and the allowance for cost of power included in the base rates as established by the Commission under the Company's most recent power supply cost recovery plan, among other things. The Company shall be required to refund to customers, or to credit to customers' bills any net amount, plus interest, determined to have been recovered which is in excess of the amounts properly expensed by the Company for power supply. The Company shall recover from customers any net amount, plus interest, by which the amount determined to have been recovered over the period covered was less than the amount determined to have been properly expensed by the Company for power supply.

Maximum allowable Power Supply Cost Recovery Factors approved by the Commission:

(1)	(2)	(3)	(4)
Billing Month	Total PSCR Costs (Mills/kWh)	PSCR Costs In Base Rates (Mills/kWh)	PSCR Factor Charge/(Credit) (Mills/kWh)
			(Col. 2 - Col. 3)
		26.87	

Should the Company apply a lesser factor than the above, or if the factor is later revised pursuant to Commission Orders or 1982 PA 304, the Company will notify the Commission if necessary and file a revision to the above list.

Actual Power Supply Cost Recovery factors billed pursuant to 1982 PA 304, Section 6j(9):

(1)	(2)	(3)	(4)
Billing Month	Total PSCR Costs (Mills/kWh)	PSCR Costs In Base Rates (Mills/kWh)	PSCR Factor Charge/(Credit) (Mills/kWh)
			(Col. 2 - Col. 3)
		26.87	

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**SURCHARGE EO
(ENERGY OPTIMIZATION SURCHARGE)**

Energy Optimization surcharges allow for the recovery of an alternate compliance payment made by the Company, pursuant to Section 91 of 2008 PA 295, to fund energy optimization programs conducted by a Commission-approved energy optimization program administrator.

Energy Optimization surcharges shall be revised annually in accordance with Section 91(1) of 2008 PA 295.

All customer bills subject to the provisions of this surcharge, including any bills rendered under special contract, shall be adjusted by the Energy Optimization Surcharge per kWh or Customer as follows:

Tariff	¢/kWh	\$/Customer/Mo.
RS, RS-TOD, RS-OPES, and RS-SC	0.081	
SGS		2.76
SGS (UNMETERED)	0.166	
MGS and MGS-TOD		2.76
LGS		157.39
LP		157.39
MS		2.76
WSS		2.76
EHS		2.76
EHG		2.76
IS		2.76
OSL (UNMETERED)	0.166	
SLS, SLC AND ECLS (UNMETERED)	0.166	
SLCM		2.76

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ENHANCED DISTRIBUTION RELIABILITY COST RECOVERY RIDER

All customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Enhanced Distribution Reliability Cost Recovery Rider charge. The Enhanced Distribution Reliability Cost Recovery Rider charge is assessed as a percentage of the customer's distribution charges under the Company's Standard Tariffs, excluding charges under any applicable riders, as follows:

Program Year	% of Base Distribution Charges
Year 1	4.391%
Year 2	6.193%
Year 3	8.085%
Year 4	10.126%
Year 5 and After	6.619%

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gridSMARTsm PROGRAM COST RECOVERY RIDER

All customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the gridSMARTsm Program Cost Recovery Rider charge. The gridSMARTsm Program Cost Recovery Rider charge is assessed as a percentage of the customer's distribution charges under the Company's Standard Tariffs, excluding charges under any applicable riders, as follows:

Program Year	% of Base Distribution Charges
Year 1	2.539%
Year 2	14.027%
Year 3	22.096%
Year 4	30.324%
Year 5 and After	27.592%

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NUCLEAR DECOMMISSIONING SURCHARGE

All customer bills subject to the provisions of this surcharge, including any bills rendered under special contract, shall be adjusted by the Nuclear Decommissioning Surcharge per kWh as follows:

Tariff	¢/kWh
RS, RS-TOD, RS-OPES, and RS-SC	0.100
SGS	0.128
MGS and MGS-TOD	0.110
LGS	0.1035
LP	0.0896
MS	0.126
WSS	0.095
EHS	0.065
EHG	0.271
IS	0.157

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SECTION E

COMPANY TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

1. APPLICATION

These Terms and Conditions of Open Access Distribution Service apply to service under the Company's Open Access Distribution Tariffs that provide for only distribution service from the Company. Customers requesting generation, transmission, and distribution service from the Company shall be served under the Company's Standard Tariffs and the Terms and Conditions of Standard Service shall apply.

Distribution service furnished by the Company is subject to Open Access Distribution Tariffs and Terms and Conditions of Open Access Distribution Service which are at all times subject to revision, change, modification, or cancellation by the Company, subject to the approval of the Michigan Public Service Commission, and which are, by reference, made a part of all standard contracts (both oral and written) for distribution service. Failure of the Company to enforce any of the terms of these Open Access Distribution Tariffs and Terms and Conditions of Open Access Distribution Service shall not be deemed a waiver of its right to do so.

A copy of all Open Access Distribution Tariffs and Terms and Conditions of Open Access Distribution Service is on file with the Michigan Public Service Commission and may be inspected by the public in any of the Company's business offices. Upon request, the Company will supply, free of charge, a copy of the rate schedules applicable to service available to existing customers or new applicants for service. When more than one rate schedule is available for the service requested, the customer shall designate the open access distribution rate schedule on which the application or contract shall be based. Where applicable the customer may change from one open access distribution rate schedule to another once at the end of each full 12-month period or as specified by tariff or contract, upon written application to the Company. In no case will the Company refund any difference in charges between the rate schedule under which service was supplied in prior periods and the newly selected rate schedule.

A written agreement may be required from each customer before distribution service will be commenced. A copy of the agreement will be furnished to the customer upon request.

By receiving service under a specific tariff, the customer has agreed to all terms and conditions of that tariff. A customer's refusal or inability to sign a contract or agreement as specified by the tariff, in no way relinquishes the customer's obligations as specified in the tariff.

When the customer desires delivery of energy at more than one point, a separate agreement will be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable Open Access Distribution Tariff. Conjunctive billing and/or

(Continued on Sheet No. E-2.00)

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(Continued From Sheet No. E-1.00)

aggregate demands are prohibited. For new service/accounts, multiple metering is permitted only for Company convenience.

2. CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER

Customers may elect energy services from a qualified Alternative Electric Supplier (AES), metering services from a qualified Meter Service Provider (MSP), meter data management services from a qualified Meter Data Management Agent (MDMA), and/or billing services from a qualified Billing Agent (BA). Any MSP, MDMA, and/or BA services provided to the customer must be arranged through the AES who provides energy services to the customer. Such services are allowed under the provisions of Open Access Distribution Service to the extent permitted by law.

Qualifications and other eligibility criteria for such entities are specified in the Supplier Terms and Conditions of Service. AESs, MSPs, MDMAs, and BAs are also subject to any rules and licensing criteria established by the Commission for such entities as also incorporated in the Supplier Terms and Conditions of Service. AESs, MSPs, MDMAs, and BAs are collectively referred to as Competitive Service Providers (CSPs).

Any customer who desires service from a CSP must first contract with an AES who will arrange for the provision of such services. The AES shall then notify the Company at least 15 calendar days prior to the customer's regularly scheduled meter reading date after which the customer will receive service from the CSP. All changes in CSP shall occur at the end of the customer's regularly scheduled meter reading date. Any request to change a customer's CSP received after 15 calendar days prior to the customer's regularly scheduled meter reading date shall become effective the subsequent billing month.

No more than two AESs may provide competitive retail electric service to a customer during any given month.

A customer is not permitted to have partial competitive retail electric service. The AES(s) shall be responsible for providing the total energy consumed by the customer during any given month.

The Commission maintains a list of AESs that have been licensed by the Commission. The Company will post on the Company's website a list of those AESs currently registered to enroll customers in the Company's service territory. The Company's list of AESs will also designate, if available, which customer classes each AES will be serving.

3. CHANGING COMPETITIVE SERVICE PROVIDERS

Standard service, including Company-provided generation service, will be provided under the Company's Standard Tariffs and Terms and Conditions of Standard Service.

(Continued on Sheet No. E-3.00)

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(Continued From Sheet No. E-2.00)

Customers may change CSPs no more than once during any month subject to the provisions below.

Requests to change a customer's AES must be received by the Company from the new AES. If the Company receives such a request to change a customer's AES, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated. The customer has ten days from the date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of AES was not requested by the customer. Within two business days after receiving a customer request to rescind enrollment with an AES, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

Any request for initial service for a customer under the Company's open access distribution tariffs or subsequent changes to a customer's MSP, MDMA, and/or BA must be provided by the AES that provides energy services to the customer and arranges for such MSP, MDMA, and/or BA services on behalf of the customer. The AES must obtain, and maintain documentation of, authorization from the customer for any changes in MSP, MDMA, and/or BA.

The customer shall pay a charge of \$5.00 to the Company for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution tariffs and service from an AES, (b) the customer's AES is changed involuntarily, (c) the customer returns to service from the customer's former AES following an involuntary change in AES, or (d) the customer's former AES's services have been permanently terminated and the customer must choose another AES.

Customers returning to the Company's Standard Tariffs must remain on the Company's Standard Tariffs for a period of not less than 12 consecutive months. If the customer's return to the Company's Standard Tariffs is the result of AES default or AES withdrawal, the customer shall have 30 calendar days to choose an alternative AES before the above requirement shall apply.

A customer may contact the Company and request to return to the Company's Standard Tariffs. The return to the Company's Standard Tariffs shall be conducted under the same terms and conditions applicable to an enrollment with an AES. The customer will have a ten-calendar day rescission period after requesting a return to the Company's Standard Tariffs. Provided the customer has observed all applicable tariff and contract notification requirements and the Company has effectuated the request to return to the Company's Standard Tariffs at least 15 calendar days prior to the customer's regularly scheduled meter reading date, the customer will be returned to the Company's Standard Tariffs at the end of the customer's regularly scheduled meter reading date.

In the event that an AES's services are permanently terminated, and the AES has not provided

(Continued on Sheet No. E-4.00)

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MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

(Continued From Sheet No. E-3.00)

for service to the affected customers, the AES shall send timely notification to the Company and the affected customers regarding the termination of such services. Such notification shall describe the process for selecting a new AES and note that service will be provided by the Company under the Company's Standard Tariffs if a new AES is not selected within 30 calendar days.

4. BILLS FOR DISTRIBUTION SERVICE

Bills for distribution service will be rendered monthly at intervals of approximately 30 days in accordance with the Open Access Distribution Tariff selected applicable to the customer's service. All bills are rendered as "net" bills that are subject to a late payment charge if the account is delinquent. Late payment charges will be assessed on Residential bills in accordance with Rule 18(2) of the Consumer Standards and Billing Practices for Residential Customers and on Commercial and Industrial bills in accordance with Rule 5 of the Commercial and Industrial Standards and Billing Practices. A late payment charge shall not be assessed against any residential customers who are participating in the winter protection plan as described in Rule 74 of the Consumer Standards and Billing Practices for Residential Customers. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

At the Company's discretion, any customer receiving Company consolidated billing with an AES billing arrearage of more than 60 days may be switched back to the Company's Standard Tariffs and will not be permitted to select a new AES until the arrearage is paid.

5. INSPECTION

It is to the interest of the customer to properly install and maintain customer-owned wiring and electrical equipment, and the customer shall at all times be responsible for the character and condition thereof. The Company makes no inspection thereof and in no event shall be responsible therefore.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations or disconnected existing installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances.

Before furnishing service, the Company shall require a certificate or notice of approval from a duly recognized authority stating that customer's wiring has been installed in accordance with local and state requirements.

No responsibility shall attach to the Company because of any waiver of these requirements.

(Continued on Sheet No. E-5.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-4.00)

6. SERVICE CONNECTIONS

The Company will, when requested to furnish distribution service, designate the location of its service connection. The customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring must extend a distance beyond the building as established by local codes and Company standards. Where customers install service entrance facilities as specified by the Company and/or install and use certain utilization equipment as specified by the Company, the Company may provide or offer to own certain facilities beyond the point where the Company's service wires attach to the building.

The Company reserves the right to make final determination of selection, application, location, routing and design of its service facilities and meter location. If the customer requests special routing of the service facilities and or meter location, the customer will be required to pay the extra cost, if any, resulting from the special routing of service facilities and or meter location.

All customers' wiring must be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority.

When a customer desires that distribution service be provided at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of same.

Where distribution service is supplied from an underground distribution system that has been installed at the Company's expense, the customer shall make arrangements with the Company for the Company to supply and install a continuous run of cable conductors including necessary ducts from the manhole or connection box to the meter location where it is necessary that the location of the meter be inside the customer's building. The customer shall reimburse the Company for the cost of the portion of cable and duct from the property line to the terminus of cable inside the building.

7. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

The Company shall have the right to construct its poles, lines, and circuits on the property and to place its transformers and other apparatus on the property or within the buildings of the customer, at a point or points convenient for the purpose, as required to provide distribution service to the customer. The customer shall keep company equipment clear from obstruction and obstacles including landscaping, structures, etc., and provide suitable space for the installation, repair and maintenance of necessary measuring instruments so that the instruments may be protected from injury by the elements or through negligence or deliberate acts of the customer or any other person who is not an agent or employee of the Company.

When Company facilities are damaged due to customer actions or negligence, the Customer shall be responsible for the costs of repairs.

(Continued on Sheet No. E-6.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-5.00)

8. RELOCATION OF COMPANY'S FACILITIES AT CUSTOMER'S REQUEST

Whenever, at customer's request, the Company's facilities are relocated solely to suit the convenience of customer, the customer shall reimburse the Company for the entire cost incurred in making such change.

9. COMPANY'S LIABILITY

The Company will use reasonable diligence in delivering a regular and uninterrupted supply of energy to the customer, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such service should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, or orders or acts of civil authority. Further, the Company shall not be liable for damages in case such service should be interrupted due to causes or conditions beyond the Company's reasonable control, including extraordinary repairs, breakdowns, or injury to machinery, transmission lines, distribution lines, or other facilities of the Company. Further, the Company shall not be liable for damages for interrupting service to any customer whenever, in the judgment of the Company, such interruption is necessary in order to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company, such interruptive action to be taken in accordance with predetermined plan and only in situations that threaten massive curtailments of service on the Company's system.

The Company shall not be liable for damages in case such service to the customer should be interrupted by failure of the customer's AES to provide appropriate energy to the Company for delivery to the customer.

Unless otherwise provided in a contract between Company and customer, the point at which service is delivered by Company to customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the Company's facilities. The metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of customer-owned equipment or occasioned by the delivery of energy beyond the delivery point. The Company shall not be liable for any loss, injury, or damage caused by equipment that is not owned, installed, and maintained by the Company.

The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the delivery of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuation or irregularity in the delivery of energy that could have been prevented by the use of such protective devices. The Company shall not be liable for any damages, whether direct or consequential, including, without limitations, loss of

(Continued on Sheet No. E-7.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-6.00)

profits, loss of revenue, or loss of production capacity occasioned by interruptions, fluctuations or irregularity in the supply of energy.

The Company is not responsible for loss or damage caused by the disconnection or reconnection of its facilities. The Company is not responsible for loss or damages caused by the theft or destruction of Company facilities by a third party.

The Company will provide and maintain the necessary line or service connections, transformers (when the same are required by conditions of contract between the parties thereto), and other apparatus that may be required for protection to its service. All such apparatus shall be and remain the property of the Company. The Company or the MSP will provide and maintain the necessary meters and other apparatus that may be required for the proper measurement of service. All such apparatus shall be and remain the property of either the Company or the MSP.

10. CUSTOMER'S LIABILITY

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the customer.

The customer shall be responsible and, therefore, shall insure that no one except Company employees or agents of the Company shall make any internal or external adjustments to, or otherwise interfere with, or break the seals of Company-owned meters or other Company-owned equipment installed on customer's property.

The customer shall be responsible and, therefore, shall insure that no one except Company employees, MSP employees, or their agents shall make any internal or external adjustments to, or otherwise interfere with, or break the seals of MSP-installed meters or other related apparatus, regardless of ownership.

The Company shall have the right to enter, at all reasonable hours, the premises of the customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of termination of service for any cause. The customer must keep the immediate area and access area in and around the Company's equipment clean and free of debris.

11. USE OF SERVICE BY CUSTOMER

The tariffs for open access distribution service given herein are classified by the character of use of such service and are not available for service other than as provided herein. Service will not be furnished under any tariff of the Company on file with the Commission to any customer, applicant, or group of applicants desiring service with the intent or for the purpose of reselling any or all of such

(Continued on Sheet No. E-8.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-7.00)

service. It shall be understood that upon the expiration of a contract, the customer may elect to renew the contract upon the same or another tariff published by the Company available in the locality in which the customer resides or operates and applicable to the customer's requirements. In no case shall the Company be required to maintain transmission, switching, or transformation equipment (either for voltage or form of current change) different from, or in addition to, that generally furnished to other customers receiving service under the terms of the Open Access Distribution Tariff elected by the customer.

A customer may not change from one Open Access Distribution Tariff to another during the term of contract except with the consent of the Company or within a reasonable period after a Commission-approved change in tariffs.

A customer desiring to change from an Open Access Distribution Tariff to a Standard Tariff must comply with the provisions of Changing Competitive Service Providers, the Term of Contract provision of the tariff under which the customer is receiving service, and the terms of any other agreement between the customer and the Company.

The service connections, transformers, meters, and appliances supplied by the Company for each customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

The customer shall install only motors, apparatus, or appliances that are suitable for operation with the character of the service supplied by the Company, which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause unprovided-for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances and also as to whether the operation of such apparatus or appliances is, or will be, detrimental to its general service.

No attachment of any kind whatsoever may be made to the Company's lines, poles, crossarms, structures, or other facilities without the express written consent of the Company.

All apparatus used by the customer shall be of such type as to secure the highest practicable commercial efficiency, power factor, and the proper balancing of phases. Motors that are frequently started or arranged for automatic control must be of a type to give maximum starting torque with minimum current flow and of a type and equipped with controlling devices approved by the Company. The customer agrees to notify the Company of any increase or decrease in the customer's connected load.

The operation of certain electrical equipment can result in disturbances (e.g., voltage fluctuations, harmonics, etc.) on the Company's transmission and distribution systems that can adversely impact the operation of equipment for other customers. Customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 519 or the IEEE/GE voltage flicker criteria, when operating such equipment. The Company may refuse or disconnect service to customers for using

(Continued on Sheet No. E-9.00)

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**ISSUED UNDER AUTHORITY OF THE
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DATED
IN CASE NO.**

(Continued From Sheet No. E-8.00)

electricity or equipment that adversely affects distribution service to other customers. Copies of the applicable criteria are available upon request.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

The customer shall not be permitted to operate the customer's own generating equipment in parallel with the Company's service except on written permission of the Company.

12. RESIDENTIAL SERVICE

Individual residences shall be served individually with single-phase service under the appropriate residential Open Access Distribution Tariff. Customers may not take distribution service for three or more separate living units through a single point of delivery under any tariff, irrespective of common ownership of the several residences, except that in the case of an existing apartment house with a number of individual apartments, the landlord shall have the choice of providing separate wiring for each apartment so that the Company may provide delivery to each apartment separately under the residential Open Access Distribution Tariff or purchasing the entire distribution service through a single meter under the appropriate general service Open Access Distribution Tariff. This central metering provision shall not be permitted for new customers.

In a two-family dwelling the owner may, at the owner's option, take distribution service through a single meter under the residential Open Access Distribution Tariff instead of providing separate wiring for both dwelling units. When distribution service is taken through a single meter, the two-family dwelling will be billed as a single-family residence.

The residential Open Access Distribution Tariff shall cease to apply to that portion of a residence that becomes regularly used for business, professional, institutional, or other gainful purposes or which requires three-phase service. Single-phase motors of 10 HP or less may be served under the appropriate residential Open Access Distribution Tariff. Larger single-phase motors may be served where, in the Company's sole judgment, the existing facilities of the Company are adequate.

Under these circumstances, customer shall have the choice of: (1) separating the wiring so that the residential portion of the premises is served through a separate meter under the residential Open Access Distribution Tariff and the other uses as enumerated above are served through a separate meter or meters under the appropriate general service Open Access Distribution Tariff or (2) taking the entire service under the appropriate general service Open Access Distribution Tariff.

Detached building or buildings actually appurtenant to the residence, such as a garage, stable, or barn, may be served by an extension of the customer's residence wiring through the residence meter.

(Continued on Sheet No. E-10.00)

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MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

(Continued From Sheet No. E-9.00)

13. RESORT SERVICE

Where customers desire distribution service for summer homes, summer resort hotels, or other summer resort establishments that are located adjacent to existing distribution lines of the Company and can be served without the extension of primary lines, they shall have the privilege of purchasing all-year distribution service under the applicable all-year Open Access Distribution Tariffs or of purchasing distribution service for less than a full year under the applicable residential or general service Open Access Distribution Tariffs, subject to payment in advance of an amount commensurate with the cost of handling the customer's account, for connection to and disconnection from the Company's lines.

14. TRANSMISSION SERVICE

Transmission service shall be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. PJM Interconnection, LLC shall be the Transmission Provider. The AES or the customer shall contract for transmission service under the applicable Open Access Transmission Tariff. The contracting entity or its designee is responsible for scheduling under the applicable Open Access Transmission Tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services. The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff. Any remaining unpaid amounts and associated fees for transmission service are the responsibility of the customer.

Provisions for scheduling and imbalance are contained within the applicable Open Access Transmission Tariff.

15. LOSSES

The AES or the Transmission Provider shall provide, through appropriate arrangements, both transmission and distribution losses as required to serve customers at various delivery voltages. If an AES arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the AES must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.8% additional losses of amounts received by the Transmission Provider for delivery to the customer. Customers served at secondary distribution voltage require 5.4% additional losses of amounts received by the Transmission Provider for delivery to the customer.

(Continued on Sheet No. E-11.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.**

(Continued From Sheet No. E-10.00)

16. METERING AND LOAD PROFILING

All customers taking service under the Company's Terms and Conditions of Open Access Distribution Service with maximum monthly billing demands of 200 kW or greater for the most recent 12 months shall be interval metered. The customer, or the customer's AES, may request an interval meter for customers with maximum monthly billing demands less than 200 kW.

The cost of any interval metering facilities installed by the Company to comply with this requirement or as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the required facilities. In addition, the customer shall pay a monthly net charge of \$0.18 to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering.

In addition, the customer shall pay for service performed on a Company-installed standard interval meter as follows:

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter installation	54.00
Perform manual meter reading	40.00
Check phone line and perform manual meter reading due to communication loss	45.00

The customer, or the customer's AES, may select a meter from the Company's approved equipment list. The customer, or the customer's AES, may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The customer is responsible for providing the telephone line for purposes of reading the meter.

A customer that is required to have interval metering must approve a work order for interval meter installation before an AES may serve such customer. During the period between when the customer has requested an interval meter and the time that the Company is able to install such a meter, a Company load profile will be used for settlement purposes and consumption meter readings will be used for billing.

All load profiling shall be performed by the Company. Sample data and customer specific interval metering, when available, will be used in the development of the total load profile for which an AES is responsible for providing generation and possibly arranging transmission services. Such data shall be provided to the BA or other entities as required for monthly billing.

Meters shall be provided and maintained by the Company unless the customer selects an MSP to provide metering services. Unless otherwise specified, such meters shall be and remain the property of the Company.

(Continued on Sheet No. E-12.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-11.00)

17. EXTENSION OF SERVICE

A. Residential Service

i. Charges

For each permanent, year-round dwelling, the Company will provide a single-phase line extension, excluding service drop, at no additional charge for a distance of 200 feet. Distribution line extensions in excess of the above footages will require an advance deposit of \$5.50 per foot for all such excess footage. There will also be a nonrefundable contribution equal to the cost of right-of-way and clearing on such excess footage. Three-phase extensions will be on the same basis as Commercial and Industrial.

ii. Measurement

The length of any main line distribution feeder extension will be measured along the route of the extension from the Company's nearest facilities from which the extension can be made to the customer's property line. The length of any lateral extension on the customer's property shall be measured from the customer's property line to the service pole. Should the Company, for its own reasons, choose a longer route, the applicant will not be charged for the additional distance; however, if the customer requests special routing of the line, the customer will be required to pay the extra cost resulting from the special routing.

iii. Refunds

During the five-year period immediately following the date of payment, the Company will make refunds of the charges paid for a financed extension under provisions of paragraph (i) above. The amount of any such refund shall be \$165 for each permanent electric service subsequently connected directly to the facilities financed by the customer. Directly connected customers are those that do not require the construction of more than 100 feet of lateral primary distribution line. Such refunds will be made only to the original depositor and will not include any amount of contribution in aid of construction for underground service made under the provisions of the Company's underground service policy as set forth in this section. The total refund shall not exceed the refundable portion of the contribution.

B. Commercial or Industrial Service

i. Company Financed Extensions

Except for contributions in aid of construction for underground service made under the provisions of Item 18, C of these rules, the Company will finance the construction cost necessary to extend its facilities to serve commercial or industrial customers when such investment does not exceed two times the annual delivery charge revenue anticipated to be collected from customers initially served by the extension.

(Continued on Sheet No. E-13.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-12.00)

ii. Charges

When the estimated cost of construction of such facilities exceeds the Company's maximum initial investment as defined in paragraph (i), the applicant shall be required to make a deposit in the entire amount of such excess construction costs. Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of paragraph (iii).

iii. Refunds

That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered nonrefundable. This amount shall be determined under the applicable provisions of the Company's underground service policy as set forth in this section.

The Company will make refunds on remaining amounts of deposits collected under the provisions of paragraph (ii) above in cases where actual experience shows that the distribution revenues supplied by the customer are sufficient to warrant a greater initial investment by the Company. Such refunds shall be computed as follows:

(1) Original Customer

At the end of the first complete 12-month period immediately following the date of initial service, the Company will compute a revised revenue credit based on two times the actual delivery charge revenue provided by the original customer in the 12-month period. Any amount by which twice the actual annual distribution revenue exceeds the Company's initial revenue estimate will be made available for refund to the customer; no such refund shall exceed the amount deposited under provisions of paragraph (ii) above.

(2) Refunds for additional new customers directly connected to the financed extension during the refund period will be governed by Section 18, A, iii.

iv. Loads of Uncertain Duration

When, in the opinion of the Company, the permanence and continuance of the customer's load is questionable, the Company may require the applicant to make an advance deposit for line construction or service to cover the Company's costs of extending its electric lines and furnishing and installing necessary transformation, metering and protective equipment to supply electricity to the customer's premises. The advance deposit with the Company will be made up of two components (1) the estimated cost of constructing the facilities to serve the customer, including labor, material, stores freight and handling expenses, and a charge for overhead, plus (2) the estimated cost of removing said facilities and returning the materials to

(Continued on Sheet No. E-14.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-13.00)

the Company storeroom, minus the estimated value of salvaged materials to be returned to storeroom at the end of the electrical service.

Any customer making an advance deposit under this section is eligible for a rebate of the monies advanced under (1) of the preceding paragraph, beginning with the first full billing month for full operation of the customer's facility and ending with the 24th consecutive month thereafter. The rebate will be 40% of the monthly electric service paid by the customer. The total amount of all rebates shall not exceed the amount of the monies advanced under (1) of the preceding paragraph. In addition, following the continuous use of electric service for twenty-four (24) months, any monies held by the Company will be promptly refunded to the customer. The Company, at its discretion, may accept a letter of credit or performance bond, payable to the Company, in lieu of an advance deposit.

C. General

The Company will extend its lines to serve domestic customers and farm customers for year-round service under applicable tariffs subject to the following conditions:

- i. Extensions hereunder shall be built by the Company in accordance with its construction standards and shall be single phase unless the Company elects to build polyphase lines.
- ii. In those cases where it is not feasible or practicable to construct lines on public rights-of-way and it is necessary to secure rights-of-way on private property or tree trimming permits, the applicant or applicants shall secure the same without cost to the Company, or assist the Company, in obtaining such rights-of-way on private property or tree trimming permits before construction shall commence. The Company shall be under no obligation to construct lines in event the necessary rights-of-way or tree-trimming permits cannot be so obtained.

18. UNDERGROUND ELECTRIC LINES

A. General

In case of all direct burial underground extensions of electric distribution facilities as covered by conditions as set forth in this section, the real estate developer or customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to the estimated difference in cost between overhead and direct burial underground facilities. "Distribution facilities" means those operated at 20,000 volts or less to ground for wye connected systems and 20,000 volts or less for delta connected systems. Charges in this section are in addition to any charges that may be required in Section 18 for equivalent overhead facilities.

(Continued on Sheet No. E-15.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-14.00)

B. Residential

i. In Subdivisions

(1) Distribution Facilities

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

The owner or developer of such subdivisions shall be required to make a nonrefundable contribution in aid of construction to the Company, for direct burial underground distribution facilities, in an amount equal to the sum of the lot front-foot measurement multiplied by \$2.00, which amount shall be considered to be the difference in cost between overhead and direct burial underground distribution facilities.

The front-foot measurement of each lot to be served by a residential underground distribution system shall be made along the contour of the front lot line. The front lot line is that line which usually borders on or is adjacent to a street. However, when streets border on more than one side of a lot, the shortest dimension shall be used. In case of a curved lot line that borders on a street or streets and represents at least two sides of the lot, the front-foot measurements shall be considered as one-half the total measurement of the curved lot line. Where a lot is served by an underground service from an overhead distribution line, the lot front-foot measurement shall be deleted. The construction provided for in the \$2.00 per lot front-foot contribution in aid of construction includes the extension of electric distribution facilities to the lot line of each lot in the subdivision.

The use of the lot front-foot measurement in these rules shall not be construed to require that the underground electric distribution facilities be placed on the front of the lot.

(2) Service Facilities

The Company shall install, own, and maintain the service line from the property line to the customer's meter. For normal installation of the service line, the developer or customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to \$11.25 per trench foot.

ii. Outside of Subdivisions

(1) Distribution Facilities

The customer located outside of subdivisions shall be required to make a nonrefundable

(Continued on Sheet No. E-16.00)

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AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

contribution in aid of construction to the Company in an amount equal to the estimated total difference in cost between overhead and underground construction costs.

(2) Service Facilities

For normal installation of the service line, the customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to \$11.25 per trench foot.

iii. Mobile Home Parks, Condominiums and Apartment House Complexes

The distribution and service facilities for new and existing mobile home parks, condominiums, and apartment house complexes in which electric facilities have not already been constructed shall be placed underground.

The owner or developer of such mobile home parks, condominiums, and apartment house complexes shall be required to make a nonrefundable contribution in aid of construction to the Company for distribution facilities in an amount equal to \$2.00 per trench foot and service facilities in an amount equal to \$9.75 per trench foot and \$3.00 per kVA for transformers (installed). Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of Section 17 B (iii).

C. Commercial and Industrial

Commercial distribution and service lines in the vicinity of the customer's property and constructed solely to serve a customer or group of adjacent customers shall be placed underground. This will specifically include, but not be limited to, service to shopping centers.

Industrial distribution and service lines shall be placed underground at the option of the customer. The developer or customer shall be required to make a nonrefundable contribution in aid of construction to the Company for the following facilities:

- i. Distribution facilities - single phase - \$2.00 per trench foot.
three phase - \$6.00 per trench foot.
- ii. Transformers - single phase - \$6.50 per kVA (installed).
three phase - \$20.50 per kVA (installed).
- iii. Service, as this term is generally understood in the electric utility field, (on customer's property) - single phase - \$9.75 per trench foot.
three phase - \$13.75 per trench foot.

D. Special Conditions

Where practical difficulties exist, such as water conditions, rock near the surface, or where there are

(Continued on Sheet No. E-17.00)

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DATED
IN CASE NO.

(Continued From Sheet No. E-16.00)

requirements for deviation from the Company's construction standards such as directional boring, the per foot charges in B and C will not apply and the contribution in aid of construction will be equal to the estimated difference in cost between overhead and underground facilities but not less than the charge calculated under B and C.

An additional amount of \$1 per foot shall be added to the trenching charges for the practical difficulties associated with winter construction in the period from December 15 to March 31, inclusive. This charge will not apply to jobs that are ready for construction and for which the construction meeting has been held prior to November 1.

E. Replacement of Existing Overhead Electric Facilities

Existing overhead residential, commercial, and industrial electric distribution and service lines shall be replaced with underground facilities at the option of the affected customer or customers. Before construction is started, the customer shall be required to pay the Company the depreciated cost (net cost) of the existing overhead facilities plus the cost of removal less the salvage value thereof and, also, make a nonrefundable contribution in aid of construction in an amount equal to the estimated difference in cost between new underground and new overhead facilities including, but not limited to, the costs of breaking and repairing streets, walks, parking lots, and driveways, repairing lawns, and replacing grass, shrubs, and flowers.

19. TEMPORARY SERVICE

Temporary service is electric service that is required during the construction phase of a project and/or electric service that is provided to new customers for a period not to exceed 12 months. Such service is available only upon approval of the Company. In order to qualify for temporary service, the customer must demonstrate to the Company's satisfaction that the requested service will, in fact, be temporary in nature.

Temporary service will be supplied under the appropriate published Open Access Distribution Tariff applicable to the class of business of the customer. Temporary service will be supplied when the Company has available unsold capacity of lines and transformers. The customer will be charged a minimum temporary service installation charge in addition to the service charge set forth in the Open Access Distribution Tariff under which temporary service is supplied. The service charge, as set forth in the applicable Open Access Distribution Tariff shall be, in no case, less than one full monthly amount. The customer will be charged a minimum temporary service installation charge, payable in advance, based on the Company's actual cost to install and remove, less salvage, the required facilities to provide the temporary service. The Company reserves the right to require a written contract for temporary service, at its option.

(Continued on Sheet No. E-18.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

(Continued From Sheet No. E-1700)

20. DENIAL OR DISCONTINUANCE OF SERVICE

The Company reserves the right to shutoff service to any customer without notice, in case of an emergency or to prevent fraud upon the Company. Additional shutoff of service rules applicable to nonresidential service are set forth in the Company's Rules 3 and 4 of the Commercial and Industrial Standards and Billing Practices, as contained herein, and are set forth, as applicable, to residential service in Part 6 of the Consumer Standards and Billing Practices for Residential Service, as contained herein.

Any shutoff of service shall not terminate the contract between the Company and the customer nor shall it abrogate any minimum charge that may be effective.

The Company may disconnect service without request by the customer and with proper notification in writing of at least 14 days when:

- (a) The customer does not provide adequate access to the meter during normal business hours or denies access to other Company equipment; or
- (b) The customer does not provide adequate safe clearance in front of and around metering and associated equipment; or
- (c) The customer does not allow safe egress and regress across the customer's property to access metering and other Company equipment; or
- (d) The meter is located in an inaccessible location such as a basement, fenced area, porch, etc., and the customer denies the Company reasonable access; or
- (e) The customer's equipment falls into disrepair due to aging or abuse and needs to be replaced due to eminent safety considerations; or
- (f) The meter installation does not fall under commonly acceptable installation practices or where conditions at the customer's site change, causing the meter installation to no longer meet acceptable installation guidelines.

The Company may disconnect service without request by the customer and without prior notice only:

- (a) If a condition dangerous or hazardous to life, physical safety, or property exists; or
- (b) Upon order by any court, the Commission or other duly authorized Public Authority; or
- (c) If fraudulent or unauthorized use of electricity is detected and the Company has reasonable grounds to believe the affected customer is responsible for such use; or
- (d) If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected customer is responsible for such tampering.

(Continued on Sheet No. E-19.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

(Continued From Sheet No. E-18.00)

21. VOLTAGES

The standard nominal distribution service voltages within the service area of the Company are:

Secondary		Primary
Single Phase	Three Phase	Three Phase
120/240 Volts	120/208 Volts	4160/2400 Volts**
120/208 Volts	*120/240 Volts	12470/7200 Volts
480 Volts	277/480 Volts	34500/19950 Volts
	*480 Volts	
*Not available when supplied from 34500/19950 primary distribution systems. ** Limited to existing 4160/2400 volt distribution systems or from a dedicated subtransmission or transmission station.		

The standard subtransmission and transmission service voltages within the service area of the Company are:

Subtransmission	Transmission
Single or Three Phase	Three Phase
34.5 kV	138 kV
69 kV	345 kV
	765 kV

22. SPECIAL SERVICE CHARGES

The following schedule reflects the amounts to be charged for the special services stipulated.

SCHEDULE OF CHARGES	AMOUNT
1. Reconnect for nonpay during regular business hours.	\$89
2. Reconnect for nonpay during workday overtime hours and all day Saturday.	\$125
3. Reconnect for nonpay on Sundays or holidays.	\$203
4. Reconnect for customer convenience, i.e., three month vacation, lake cottage, etc. will be same charges as 1 through 3 above and 6 through 9 below as applicable.	
5. Trip where Company employees are sent to customer premises to specifically notify the customer that bill payment is due.	\$37

(Continued on Sheet No. E-20.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-19.00)

6. Disconnect trips where notification is left for the customer at the premises, the customer pays the bill, or the customer signs a Company form indicating payment by the end of the same day and no disconnect is made.	\$44
7. Reconnect for nonpay when disconnect is required to be made from a vault, manhole, or service box.	\$419
8. Reconnect for nonpay when disconnect is required to be made at pole during regular business hours.	\$113
9. Reconnect for nonpay when disconnect is required to be made at pole during workday overtime hours and all day Saturday.	\$174
10. Reconnect for nonpay when disconnect is required to be made at pole on Sunday or holidays	\$296
11. No-power service call when the customer's facilities are clearly at fault and the customer was advised of the charge.	\$44
12. Meter test or change when charge is permitted in accordance with the provision of MPSC rule 460-3602.	\$7
13. Customer's check returned for nonsufficient funds.	\$7

23. MISCELLANEOUS CUSTOMER CHARGES

When the Company detects that its regulating, measuring equipment, or other facilities have been tampered with or when fraudulent or unauthorized use of electricity has occurred, a rebuttable presumption arises that the customer or other user has benefited by such fraudulent or unauthorized use of such tampering. Therefore, that customer or other user is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and is responsible for the cost of field calls and the cost of making repairs necessitated by such use and/or tampering, plus a charge of \$50 per occurrence. Under such circumstances the Company will institute the procedures outlined in Rule 63.

24. CUSTOMER OWNED EQUIPMENT TROUBLESHOOTING

When requested by the customer to investigate any problems with customer owned equipment that is connected to the Company's system, such as a generator, transformer, or other unique customer-owned facilities, the Company will conduct investigations at no charge to the customer. Company will make all reasonable attempts to resolve any problems when the Company is found to be at fault. If the customer owned equipment is found to be at fault, the Company may at the customer's request continue troubleshooting the problem if the customer consents to paying for all additional charges which shall be based on actual labor and material incurred. In no case shall the charge be less than \$318.

25. CONSUMER STANDARDS AND BILLING PRACTICES FOR RESIDENTIAL CUSTOMERS

The Company's Consumer Standards and Billing Practices for Residential Customers, as specified in MPSC Rules (R 460.101 – 460.169), are incorporated herein by reference.

(Continued on Sheet No. E-21.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-20.00)

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46000101&Dpt=&RngHigh=48702110

26. COMMERCIAL AND INDUSTRIAL STANDARDS AND BILLING PRACTICES

The Company's Commercial and Industrial Standards and Billing Practices, as specified in MPSC Rules (R 460.3101 – 460.3908), are incorporated herein by reference.

http://www.state.mi.us/orr/emi/admincode.asp?AdminCode=Single&Admin_Num=46003101&Dpt=&RngHigh=48702110

27. CUSTOMER RELATIONS

The Company's Customer Relations, as specified in MPSC Rules (R 460.3401 – 460-3411), are incorporated herein by reference.

28. METERING EQUIPMENT INSPECTIONS AND TESTS

The Company's Metering Equipment Inspections and Tests, as specified in MPSC Rules (R 460.3601 – 3618), are incorporated herein by reference.

29. EMERGENCY ELECTRICAL PROCEDURES

Emergency electrical procedures may be necessary if there is a shortage in the electrical energy supply to meet the demands of customers in the electrical service area. It is recognized that such deficiencies can be short-term (a few hours) or long-term (more than a few hours) in duration; and, in view of the difference in nature between short and long-term deficiencies, different and appropriate procedures shall be adopted for each.

The Indiana Michigan Power Company Emergency Electrical procedures were approved in MPSC Case No. U-5692.

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IN CASE NO.

SECTION E
SUPPLIER TERMS AND CONDITIONS OF SERVICE OPEN ACCESS DISTIRBUTION

1. APPLICATION

These Supplier Terms and Conditions of Service apply to any person that is engaged in the business of supplying electric generation service to customers that take distribution service from the Company (Alternative Electric Supplier).

A copy of the Supplier Terms and Conditions of Service under which service is to be rendered will be furnished upon request.

2. CUSTOMER CHOICE OF ALTERNATIVE ELECTRIC SUPPLIER

Customers taking service under the Company's Terms and Conditions of Open Access Distribution Service may elect energy services from a qualified Alternative Electric Supplier (AES). Such services are allowed under the provisions of Open Access Distribution Service to the extent permitted by law.

Qualifications and other eligibility criteria for such entities are specified herein. AESs are also subject to any rules and licensing criteria established by the Commission for such entities as incorporated herein.

Any customer who desires alternative electric service must first contract with an AES who will arrange for the provision of such service. The AES shall then notify the Company at least 15 calendar days prior to the customer's regularly scheduled meter reading date after which the customer will receive service from the AES. All changes in AES shall occur at the end of the customer's regularly scheduled meter reading date. Any request to change a customer's AES received after 15 calendar days prior to the customer's regularly scheduled meter reading date shall become effective the subsequent billing month.

The Commission maintains a list of AESs that have been licensed by the Commission. The Company will post on the Company's website a list of those AESs currently registered to enroll customers in the Company's service territory. The Company's list of AESs will also designate, if available, which customer classes each AES will be serving.

3. CHANGING ALTERNATIVE ELECTRIC SUPPLIERS

Standard service, including Company-provided generation service, will be provided under the Company's Standard Tariffs and Terms and Conditions of Standard Service.

(Continued on Sheet No. E-23.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-22.00)

Customers may change AES no more than once during any month subject to the provisions below.

Requests to change a customer's AES must be received by the Company from the new AES. If the Company receives such a request to change a customer's AES, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated. The customer has ten days from the date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of AES was not requested by the customer. Within two business days after receiving a customer request to rescind enrollment with an AES, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

The customer shall pay a charge of \$5.00 to the Company for each transaction in which a customer authorizes a change in AES. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's Open Access Distribution Tariffs and service from an AES, (b) the customer's AES is changed involuntarily, (c) the customer returns to service from the customer's former AES following an involuntary change in AES, or (d) the customer's former AES's services have been permanently terminated and the customer must choose another AES.

Customers returning to the Company's Standard Tariffs must remain on the Company's Standard Tariffs for a period of not less than 12 consecutive months. If the customer's return to the Company's Standard Tariffs is the result of AES default or AES withdrawal, the customer shall have 30 calendar days to choose an alternative AES before the above requirement shall apply.

A customer may contact the Company and request to return to the Company's Standard Tariffs. The return to the Company's Standard Tariffs shall be conducted under the same terms and conditions applicable to an enrollment with an AES. The customer will have a ten-calendar day rescission period after requesting a return to the Company's Standard Tariffs. Provided the customer has observed all applicable tariff and contract notification requirements and the Company has effectuated the request to return to the Company's Standard Tariffs at least 15 calendar days prior to the customer's regularly scheduled meter reading date, the customer will be returned to the Company's Standard Tariffs at the end of the customer's regularly scheduled meter reading date.

(Continued on Sheet No. E-24.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-23.00)

In the event that an AES's services are permanently terminated, and the AES has not provided for service to the affected customers, the AES shall send timely notification to the Company and the affected customers regarding the termination of such services. Such notification shall describe the process for selecting a new AES and note that service will be provided by the Company under the Company's Standard Tariffs if a new AES is not selected within 30 calendar days.

4. CUSTOMER ENROLLMENT PROCESS

AESs licensed by the Commission may request, in a standardized electronic transaction, historical customer data after receiving the appropriate customer authorization. The data will be transferred in a standardized electronic transaction. The AES will be responsible for the incremental costs incurred to prepare and send such data.

Enrollment of a customer is done through a Direct Access Service Request (DASR), which may be submitted only by an AES.

DASRs will be effective on the first day of the next billing month provided that the DASR is received by the Company during the current enrollment period that ends 15 calendar days prior to the beginning of that billing month.

The Company will process all valid DASRs and send the confirmation notice to the customer within two business days. Simultaneous with the sending of the confirmation notice to the customer, the Company will electronically advise the AES of acceptance. Notice of rejection of the DASR to the AES shall be sent within four calendar days and include the reasons for the rejection. The customer has ten calendar days from the confirmation notice to cancel the contract without penalty. If the customer cancels the contract, the Company shall send a drop notice to the AES and the previous AES will continue to serve the customer under the terms and conditions in effect prior to submission of the new DASR.

DASRs will be processed on a "first in" priority basis based on the received date, and using contract date as the tiebreaker. Any subsequent DASRs received within the same enrollment period will be rejected and returned to the AES who submitted the DASR.

To receive service from an AES, a customer must have an active service account with the Company. After the service account is active, an AES may submit a DASR as described herein.

(Continued on Sheet No. E-25.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-24.00)

5. GENERAL PROVISIONS FOR ALTERNATIVE ELECTRIC SUPPLIERS

An AES must comply with any rules and requirements established by the Commission pertaining, but not limited to, general business practices, information disclosure and reporting, customer contract rescission, financial capability, collection and remission of applicable taxes, dispute resolution, customer confidentiality, customer authorization for switching suppliers, involuntary customer contract termination, and supply obligations. An AES must also agree to comply with any applicable provisions of the Company's Open Access Distribution Tariffs, Supplier Terms and Conditions of Service, Terms and Conditions of Open Access Distribution Service, and the applicable Open Access Transmission Tariff.

No more than two AESs may provide competitive retail electric service to a customer during any given month.

A customer is not permitted to have partial competitive retail electric service. The AES(s) shall be responsible for providing the total energy consumed by the customer during any given month.

6. SUPPLIER LICENSING WITH THE COMMISSION

Suppliers desiring to become AESs must first be licensed by the Commission and shall be subject to the licensing criteria adopted by the Commission according to 2000 PA 141.

7. AES REGISTRATION WITH THE COMPANY

AESs desiring to provide competitive retail electric service to customers located within the Company's Service Territory must also register with the Company. The AES shall submit a completed registration application, on the form provided by the Company. A copy of the registration application will be furnished upon request. The following information must also be provided in order to register with the Company:

- A. Proof of licensure by the Commission, including any information provided to the Commission as part of the licensing process. The registration process may be initiated upon receipt by the Company of an application for licensure by the Commission. However, the Company will not complete the registration process until proof of licensure by the Commission has been provided.
- B. A completed copy of the Company's AES Registration Application, along with a non-refundable \$100 registration fee payable to the Company.

(Continued on Sheet No. E-26.00)

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DATED
IN CASE NO.**

(Continued From Sheet No. E-25.00)

- C. After the first year, a \$100 annual registration fee payable to the Company.
- D. An appropriate financial instrument to be held by the Company against AES defaults and a description of the AES's plan to procure sufficient electric energy and transmission services to meet the requirements of its firm service customers.
- E. The name of the AES, business and mailing addresses, and the names, telephone numbers, and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- F. Details of the AES's dispute resolution process for customer complaints.
- G. A signed statement by the officer(s) of the AES committing it to adhere to the Company's Open Access Distribution Tariffs, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service, and any additional requirements stated in any agreement between the AES and the Company regarding services provided by either party.
- H. Completed copies of the Company's EDI Trading Partner Set-up Form and Trading Partner Certification Checklist.
- I. An Executed EDI Trading Partner Agreement and completion of EDI testing for applicable transaction sets necessary to commence service.

The Company will notify the AES of incomplete registration information within ten calendar days of receipt. The notice to the AES shall include a description of the missing or incomplete information.

The Company shall approve or disapprove the AES's registration within 30 calendar days of receipt of complete registration information from the AES. The 30-day time period may be extended for up to 30 days for good cause shown or until such other time as is mutually agreed to by the AES and the Company.

All applicable agreements, including but not limited to, agreements between the AES and the Company regarding services provided by either party must be executed in order to complete the registration process.

Alternative dispute resolution shall be available to AESs and the Company to address disputes and differences between the parties.

(Continued on Sheet No. E-27.00)

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DATED
IN CASE NO.**

(Continued from Sheet No. E-26.00)

8. AES CREDIT REQUIREMENTS

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine an AES's creditworthiness. These standards will take into consideration the scope of operations of each AES and the level of risk to the Company. This determination will be aided by appropriate data concerning the AES, including load data or reasonable estimates thereof, where applicable.

In considering an AES's creditworthiness, the Company will review whether the AES has, and maintains, stable, or better, investment grade senior unsecured (unenhanced) long-term debt ratings from any two of the following three rating agencies:

Agency	Senior Unsecured Long-Term Debt Ratings
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher

The AES also will provide the Company, for its creditworthiness determination, with its or its parent's independently-audited financial statements, or Form 10K (if applicable), for the last three fiscal years, and its or its parent's most recent quarterly unaudited financial statements or Form 10Q (if applicable).

For an AES without the requisite investment grade bond rating, or whose credit requirements exceed a level appropriate for its financial resources and bond rating, the AES must have an amount of positive tangible net worth acceptable to the Company and meet risk parameters derived from the Company's analysis of its financial statements. The Company, in its sole judgment, will determine the appropriate amount of unsecured credit to be extended to an AES as a result of this analysis. The AES may provide alternative security or credit enhancement, such as a guarantee of payment in a form acceptable to the Company, a letter of credit in a form and from a financial institution acceptable to the Company, or prepayment. The Company will use reasonable credit review procedures which may include, but are not limited to, review of the AES's financial statements, verification that the AES is not operating under state or federal bankruptcy laws, and has no pending lawsuits or regulatory proceedings or judgments outstanding which would have a material adverse effect on the AES and its ability to perform its obligations. Affiliates of the Company are subject to these same requirements and must provide proof of creditworthiness consistent with the code of conduct approved by the Commission.

(Continued on Sheet No. E-28.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.**

(Continued from Sheet No. E-27.00)

9. TRANSMISSION SERVICE

Transmission service shall be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. The AES or the customer shall contract with the Transmission Provider for transmission service under the applicable Open Access Transmission Tariff. The Transmission Provider is the applicable regional transmission entity. PJM Interconnection LLC is currently the applicable regional transmission entity. Customers contracting with the Transmission Provider for transmission service and all AESs must complete all required actions relative to membership with the Transmission Provider and be authorized by the Transmission Provider to transact business with regard to transmission service. The contracting entity or its designee is responsible for scheduling under the applicable Open Access Transmission Tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services. The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff. Any remaining unpaid amounts and associated fees for transmission service are the responsibility of the customer.

Provisions for scheduling and imbalance are contained within the applicable Open Access Transmission Tariff.

10. LOSSES

The AES or the Transmission Provider shall provide, through appropriate arrangements, both transmission and distribution losses as required to serve customers at various delivery voltages. If an AES arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the AES must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.8% additional losses of amounts received by the Transmission Provider for delivery to the customer. Customers served at secondary distribution voltage require 5.4% additional losses of amounts received by the Transmission Provider for delivery to the customer.

11. CONSOLIDATED BILLING BY THE COMPANY

Upon request, the Company will offer Company-issued consolidated bills to customers receiving service from an AES upon execution of an appropriate agreement between the AES and the Company. Company-issued consolidated billing will include equal monthly billing as an option. The AES will be responsible for the Company's incremental cost of issuing consolidated bills. The AES must electronically provide all information in a bill-ready format.

(Continued on Sheet No. E-29.00)

**ISSUED
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**EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.**

(Continued From Sheet No. E-28.00)

At the Company's discretion, any customer receiving Company consolidated billing with an AES billing arrearage of more than 60 days may be switched back to the Company's Standard Tariffs and will not be permitted to select a new AES until the arrearage is paid.

If the customer's AES defaults, the Company reserves the right to retain payments collected from the customer and to apply such payments to the Company's charges.

12. METERING AND LOAD PROFILING

All customers taking service under the Company's Terms and Conditions of Open Access Distribution Service with maximum monthly billing demands of 200 kW or greater for the most recent 12 months shall be interval metered. The customer, or the customer's AES, may request an interval meter for customers with maximum monthly billing demands less than 200 kW.

The cost of any interval metering facilities installed by the Company to comply with this requirement or as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the required facilities.

In addition, the customer shall pay a monthly net charge of \$0.18 to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering.

In addition, the customer shall pay for service performed on a Company-installed standard interval meter as follows:

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter installation	54.00
Perform manual meter reading	40.00
Check phone line and perform manual meter reading due to communication loss	45.00

(Continued on Sheet No. E-30.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.**

(Continued From Sheet No. E-29.00)

The customer, or the customer's AES, may select a meter from the Company's approved equipment list. The customer, or the customer's AES, may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The customer is responsible for providing the telephone line for purposes of reading the meter.

A customer that is required to have interval metering must approve a work order for interval meter installation before an AES may serve such customer. During the period between when the customer has requested an interval meter and the time that the Company is able to install such a meter, a Company load profile will be used for settlement purposes and consumption meter readings will be used for billing.

All load profiling shall be performed by the Company. Sample data and customer specific interval metering, when available, will be used in the development of the total load profile for which an AES is responsible for providing generation and possibly arranging transmission services.

Meters shall be provided and maintained by the Company. Such meters shall be and remain the property of the Company.

13. PAYMENTS

Partial payment from a customer shall be applied to the various portions of the customer's total bill in the following order: (a) prior distribution, Standard Tariff generation, and transmission charges; (b) current distribution, Standard Tariff generation and transmission charges; (c) prior AES charges; (d) current AES charges; and (e) other prior and current non-regulated charges.

14. CONFIDENTIALITY OF INFORMATION

All confidential or proprietary information made available by one party to the other in connection with the registration of an AES with the Company and/or the subsequent provision and receipt of service under these Supplier Terms and Conditions of Service, including but not limited to load data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving or providing service under these Supplier Terms and Conditions of Service, and/or providing competitive retail electric service to customers in the Company's service territory. Other than disclosures to representatives of the Company or the AES for the purposes of enabling that party to fulfill its obligations under these Supplier Terms and Conditions of Service or for the AES to provide competitive retail electric service to customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

The AES shall keep all customer-specific information supplied by the Company confidential unless the AES has the customer's written authorization to do otherwise.

(Continued on Sheet No. E-31.00)

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IN CASE NO.**

(Continued From Sheet No. E-30.00)

15. COMPANY'S LIABILITY

In addition to the Company's liability as set forth in the Company's Terms and Conditions of Open Access Distribution Service, the following shall apply. The Company will use reasonable diligence in delivering a regular and uninterrupted supply of energy to the customer, but does not guarantee uninterrupted service. The Company shall not be liable for damages for interrupting service to any customer whenever, in the judgment of the Company, such interruption is necessary in order to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company, such interruptive action to be taken in accordance with predetermined plan and only in situations that threaten massive curtailments of service on the Company's system. The Company shall not be liable for damages in case such service should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, or orders or acts of civil authority. Further, the Company shall not be liable for damages in case such service should be interrupted due to causes or conditions beyond the Company's reasonable control. The Company shall not be liable for damages in case such service to the customer should be interrupted by failure of the customer's AES to provide appropriate energy to the Company for delivery to the customer. The Company shall not be liable for any damages, financial or otherwise, to AESs resulting from an interruption of service.

16. ALTERNATIVE ELECTRIC SUPPLIER'S LIABILITY

In the event of loss or injury to the Company's property through misuse by, or negligence of, the AES or the AES's agents and employees, the AES shall be obligated and shall pay to the Company the full cost of repairing or replacing such property.

Unless authorized by the Company to do so, an AES and its agents and employees shall not tamper with, interfere with, or break the seals of meters or other equipment of the Company installed on the customer's premises, and, under any circumstances, the AES assumes all liability for the consequences thereof. The AES agrees that no one, except agents and employees of the Company, shall be allowed to make any internal or external adjustments to any meter or other piece of apparatus that belongs to the Company.

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**EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.**

SECTION F

OPEN ACCESS DISTRIBUTION TARIFFS

INDIANA MICHIGAN POWER COMPANY

SCHEDULE OF TARIFFS
GOVERNING THE DISTRIBUTION OF ELECTRICITY
IN THE COMPANY'S SERVICE AREA

ISSUED
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FORT WAYNE, INDIANA

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DATED
IN CASE NO. U-

TARIFF OAD - RS
(Open Access Distribution - Residential Electric Service)

Availability of Service

Available for full residential electric service through one meter to individual residential customers including rural residential customers engaged principally in agricultural pursuits who request and receive energy services from a qualified Alternative Electric Supplier (AES).

Monthly Rate (Tariff Code 820)

	Delivery
Service Charge (\$)	7.75
Energy Charge (¢ per kWh)	1.936

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in R 460.122 of the MPSC Rules. The due date shall be 21 days following the date of transmittal.

(Continued on Sheet No. F-3.00)

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DATED
IN CASE NO.**

TARIFF OAD - RS
(Open Access Distribution - Residential Electric Service)

(Continued From Sheet F-2.00)

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Sections 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

This tariff is available for single-phase service only. Where three-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

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TARIFF OAD - SGS
(Open Access Distribution - Small General Service)

Availability of Service

Available for general service to customers with 12-month average metered demands of less than 10 kW who request and receive energy services from a qualified Alternative Electric Supplier (AES).

Monthly Rate (Tariff Code 830)

	Delivery
Service Charge (\$)	7.05
Energy Charge (¢ per kWh)	2.319

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the unpaid balance shall be added to any delinquent bill as set forth in Rule 5 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

(Continued on Sheet No. F-5.00)

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TARIFF OAD - SGS
(Open Access Distribution - Small General Service)

(Continued From Sheet No. F-4.00)

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

Optional Unmetered Service Provision

Available to customers who qualify for Tariff OAD - SGS and use the Company's distribution service for commercial purposes consisting of small fixed electric loads such as traffic signals and signboards. This service will be furnished at the option of the Company.

(Continued on Sheet No. F-6.00)

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TARIFF OAD - SGS
(Open Access Distribution - Small General Service)

(Continued From Sheet No. F-5.00)

Each separate service delivery point shall be considered a contract location and shall be separately billed under the service contract. In the event one customer has several accounts for like service, the Company may meter one account to determine the appropriate kilowatt-hour usage applicable for each of the accounts.

The customer shall furnish switching equipment satisfactory to the Company. The customer shall notify the Company in advance of every change in connected load or change in operation, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual energy consumption. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision and shall be entitled to bill the customer retroactively on the basis of the increased load as provided in Rule 4(3) of Customer Relations [R460.1617(2)].

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation.

Monthly Rate (Tariff Code 831)

	Delivery
Service Charge (\$)	5.20
Energy Charge (¢ per kWh):	2.319

This provision is subject to the terms and conditions of Tariff OAD - SGS including all applicable riders.

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IN CASE NO.

TARIFF OAD – MGS
(Open Access Distribution - Medium General Service)

Availability of Service

Available for general service to customers with 12-month average metered demands of 10 kW or greater who request and receive energy services from a qualified Alternative Electric Supplier (AES). Customers may continue to qualify for service under this tariff until their 12-month average metered demand exceeds 1,500 kW.

All customers having maximum monthly billing demands of 200 kW or greater for the most recent 12 months shall be interval metered.

Monthly Rate (Tariff Code 840)

Tariff Codes	Secondary Voltage	Delivery
840	Secondary	
	Service Charge (\$)	16.75
	Demand Charge (\$ per kW)	4.25
841	Primary	
	Service Charge (\$)	165.00
	Demand Charge (\$ per kW)	2.37
842	Subtransmission	
	Service Charge (\$)	165.00
	Demand Charge (\$ per kW)	0.000

Minimum Charge

Bills computed under the above rate are subject to the operation of minimum charge provisions as follows:

- (a) Minimum Charge - For demand accounts up to 100 kW - the service charge and all applicable riders.
- For demand accounts over 100 kW - the sum of the service charge, the product of the demand charge and the monthly billing demand, and all applicable riders.

Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the

(Continued on Sheet No. F-8.00)

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IN CASE NO.

**TARIFF OAD – MGS
(Open Access Distribution - Medium General Service)**

(Continued from Sheet No. F-7.00)

metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will multiplied by 0.98.

Monthly Billing Demand

Energy delivered hereunder will be delivered through not more than one single-phase or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator. Where energy is presently delivered through two meters, the billing demand shall be taken as the sum of the two demands separately determined.

The minimum monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 kW or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW.

The minimum monthly billing demand shall not be less than 25% of the greater of (a) the customer's contract capacity in excess of 100 kW or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW during the billing months of May through November for customers with more than 50% of their connected load used for space heating purposes.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

Billing demands shall be rounded to the nearest whole kW.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

(Continued on Sheet No. F-9.00)

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DATED
IN CASE NO.**

TARIFF OAD – MGS
(Open Access Distribution - Medium General Service)

(Continued From Sheet No. F-8.00)

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in Rule 5 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

(Continued on Sheet No. F-10.00)

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**TARIFF OAD – MGS
(Open Access Distribution - Medium General Service)**

(Continued From Sheet No. F-9.00)

Term of Contract

Service under this tariff will be for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service.

A new initial period will not be required for existing customers who increase their requirements after the original initial period unless new or additional facilities are required.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

The Company may not be required to provide delivery in excess of that contracted for except by mutual agreement.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

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TARIFF OAD - LGS
(Open Access Distribution - Large General Service)

Availability of Service

Available for general service to customers with metered demands greater than 100 kW who request and receive energy services from a qualified Alternative Electric Supplier (AES). Customers may continue to qualify for service under this tariff until their 12-month average metered demand exceeds 1,500 kW.

All customers having maximum monthly billing demands of 200 kW or greater for the most recent 12 months shall be interval metered.

Monthly Rate

Tariff Codes	Secondary Voltage	Delivery
850	Secondary	
	Service Charge (\$)	44.00
	Demand Charge (\$ per kW)	4.95
851	Primary	
	Service Charge (\$)	207.00
	Demand Charge (\$ per kW)	3.05
852	Subtransmission	
	Service Charge (\$)	207.00
	Demand Charge (\$ per kW)	0.03

Minimum Charge

- (a) This tariff is subject to a minimum monthly charge equal to the sum of the service charge, the product of the demand charge and the monthly billing demand, and all applicable riders. The power factor clause shall not operate to change the monthly minimum charge.

Monthly Billing Demand

Energy supplies hereunder will be delivered through not more than one single-phase or one polyphase meter. Billing demand in kW shall be taken each month as the single highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator. Where energy is presently delivered through two meters, the billing demand will be taken as the sum of the two demands separately determined.

(Continued on Sheet No. F-12.00)

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IN CASE NO.

TARIFF OAD - LGS
(Open Access Distribution - Large General Service)

(Continued From Sheet No. F-11.00)

The minimum monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity, (b) the customer's highest previously established monthly billing demand during the past 11 months, or (c) 100 kW.

The minimum monthly billing demand shall not be less than 25% of the greater of (a) the customer's contract capacity, (b) the customer's highest previously established monthly billing demand during the past 11 months, or (c) 100 kW during the billing months of May through November for customers with more than 50% of their connected load used for space-heating purposes.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

Billing demands shall be rounded to the nearest whole kW.

Adjustments to Rate

Bills computed under the rate set forth herein will be adjusted as follows:

A. Power Factor

The rate set forth in this tariff is subject to power factor adjustment based upon the maintenance by the customer of an average monthly power factor of 85%, leading or lagging, as measured by integrating meters. When the average monthly power factor is above or below 85%, leading or lagging, the total monthly charge will be multiplied by the constant, rounded to the nearest 0.0001, derived from the following formula:

$$\text{Constant} = 0.9510 + \left[0.1275 \left[\frac{\text{RKVAH}}{\text{KWH}} \right]^2 \right]$$

In no event shall the Constant derived from the above formula be greater than 2.0000.

Power factor adjustment, as set forth above, will not be made when minimum billing demands occur.

B. Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved

(Continued on Sheet No. F-13.00)

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TARIFF OAD – LGS
(Open Access Distribution - Large General Service)

(Continued From Sheet No. F-12.00)

through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in Rule 5 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

(Continued on Sheet No. F-14.00)

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**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF OAD – LGS
(Open Access Distribution – Large General Service)

(Continued From Sheet No. F-13.00)

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

Service under this tariff will be for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service.

A new initial period will not be required for existing customers who increase their requirements after the original initial period unless new or additional facilities are required.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

The Company may not be required to provide delivery in excess of that contracted for except by mutual agreement.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

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DATED
IN CASE NO.

TARIFF OAD - LP
(Open Access Distribution - Large Power)

Availability of Service

Available for general service customers who request and receive energy services from a qualified Alternative Electric Supplier (AES). The customer shall contract for a sufficient capacity to meet normal maximum requirements, but in no case shall the capacity contracted for be less than 1,500 kW.

All customers having maximum monthly billing demands of 200 kW or greater for the most recent 12 months shall be interval metered.

Monthly Rate

Tariff Codes	Voltage	Delivery
861	Primary	
	Service Charge (\$)	259.00
	Demand Charge (\$ per kW)	3.20
862	Subtransmission	
	Service Charge (\$)	880.00
	Demand Charge (\$ per kW)	0.31
863	Transmission	
	Service Charge (\$)	880.00
	Demand Charge (\$ per kW)	0.27

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge, plus the product of the demand charge and the monthly billing demand, and all applicable riders. The power factor clause shall not operate to change the monthly minimum charge.

Monthly Billing Demand

The billing demand in kW shall be taken each month as the single highest 15-minute integrated peak in kW, as registered during the month by a demand meter or indicator, but the monthly billing demand so established shall, in no event, be less than 60% of the greater of (a) the customer's contract capacity, (b) the customer's highest previously established monthly billing demand during the past 11 months, or (c) 1,500 kW.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

Billing demands shall be rounded to the nearest whole kW.

(Continued on Sheet No. F-16.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF OAD - LP
(Open Access Distribution - Large Power)

(Continued From Sheet No. F-15.00)

Adjustments to Rate

Bills computed under the rate set forth herein will be adjusted as follows:

A. Power Factor

The rate set forth in this tariff is subject to power factor adjustment based upon the maintenance by the customer of an average monthly power factor of 85%, leading or lagging, as measured by integrating meters. When the average monthly power factor is above or below 85%, leading or lagging, the total monthly charge, will be multiplied by the constant, rounded to the nearest 0.0001, derived from the following formula:

$$\text{Constant} = 0.9510 + \left[0.1275 \left[\frac{\text{RKVAH}}{\text{KWH}} \right]^2 \right]$$

In no event shall the Constant derived from the above formula be greater than 2.0000.

Power factor adjustments, as set forth above, will not be made when minimum billing demands occur.

B. Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

(Continued on Sheet No. F-17.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF OAD - LP
(Open Access Distribution - Large Power)

(Continued From Sheet No. F-16.00)

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in Rule 5 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least one year's written notice to the other of the intention to discontinue service under the terms of this tariff.

(Continued on Sheet No. F-18.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF OAD - LP
(Open Access Distribution - Large Power)**

(Continued From Sheet No. F-17.00)

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. Where new facilities are required, the Company reserves the right to require initial contracts for periods of greater than two years.

The Company may not be required to provide delivery in excess of that contracted for except by mutual agreement.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

A customer's plant is considered as one or more buildings that are served by a single electrical distribution system provided and operated by customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in the Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

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TARIFF OAD - MS
(Open Access Distribution - Municipal and School Service)

Availability of Service

Availability is limited to those customers served under Tariff MS as of _____, and who request and receive energy services from a qualified Alternative Electric Supplier (AES). When new or upgraded facilities are required to maintain service to a Tariff OAD MS customer, the customer shall be removed from Tariff OAD MS and be required to take service under an appropriate general service tariff for which the customer qualifies.

All customers having maximum monthly billing demands of 200 kW or greater for the most recent 12 months shall be interval metered. Billing demand in kW shall be taken each month as the single highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter. Where energy is presently delivered through two meters, the monthly billing demand will be taken as the sum of the two demands separately determined.

Monthly Rate (Tariff Code 882)

	Delivery
Service Charge (\$)	27.10
Energy Charge (¢ per kWh)	1.393

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

(Continued on Sheet No. F-20.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

**TARIFF OAD - MS
(Open Access Distribution - Municipal and School Service)**

(Continued from Sheet No. F-19.00)

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in Rule 5 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

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MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF OAD - WSS
(Open Access Distribution - Water and Sewage Service)

Availability of Service

Available for general service to waterworks systems and sewage disposal systems who request and receive energy services from a qualified Alternative Electric Supplier (AES).

All customers having maximum monthly billing demands of 200 kW or greater for the most recent 12 months shall be interval metered.

Monthly Rate

Tariff Codes	Voltage	Delivery
876	Secondary	
	Service Charge (\$)	10.00
	Energy Charge (¢ per kWh)	0.827
877	Primary	
	Service Charge (\$)	49.00
	Energy Charge (¢ per kWh)	0.213
878	Subtransmission	
	Service Charge (\$)	49.00
	Energy Charge (¢ per kWh)	--

Minimum Charge

This tariff is subject to a minimum monthly charge that is the sum of the service charge, the product of the customer's minimum monthly demand and the demand charge, and all applicable riders. The customer's minimum monthly demand shall be the greater of the customer's contract capacity or the customer's highest previously established monthly demand during the past eleven months.

	Delivery
Demand Charge (\$ per kW)	3.87

Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

(Continued on Sheet No. F-22.00)

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BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

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DATED
IN CASE NO.**

TARIFF OAD - WSS
(Open Access Distribution - Water and Sewage Service)

(Continued From Sheet No. F-21.00)

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in Rule 5 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

(Continued on Sheet No. F-23.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF OAD - WSS
(Open Access Distribution - Water and Sewage Service)

(Continued From Sheet No. F-22.00)

Term of Contract

For customers with annual average demands not greater than 1,500 kW, service under this tariff will be for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff.

For customers with annual average demands greater than 1,500 kW, contracts under this tariff will be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff.

A new initial period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

The Company may not be required to provide delivery in excess of that contracted for except by mutual agreement.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.

TARIFF OAD - EHS
(Open Access Distribution - Electric Heating Schools)

Availability of Service

Availability is limited to those customers served under Tariff EHS as of _____, and who request and receive energy services from a qualified Alternative Electric Supplier (AES). When new or upgraded facilities are required to maintain service to a Tariff OAD EHS customer, the customer shall be removed from Tariff OAD EHS and be required to take service under an appropriate general service tariff for which the customer qualifies.

Available to primary and secondary schools and to college and university buildings, and additions thereto, where the principal energy requirements, including lighting, heating, cooling, water heating, and cooking, are provided by electric energy who take Open Access Distribution Service from the Company.

All customers having maximum billing demands of 200 kW or greater for the most recent 12 months shall be interval metered. Billing demand in kW shall be taken each month as the single highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter. Where energy is presently delivered through two meters, the monthly billing demand will be taken as the sum of the two demands separately determined.

Monthly Rate (Tariff Code 881)

	Delivery
Service Charge (\$)	26.70
Energy Charge (¢ per kWh)	2.008

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

(Continued on Sheet No. F-25.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF OAD - EHS
(Open Access Distribution - Electric Heating Schools)

(Continued From Sheet No. F-24.00)

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in Rule 5 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service.

Special Terms and Conditions

This tariff shall not apply to individual residences.

Customer may elect to receive service for any individual building of a school complex under the terms of this tariff.

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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TARIFF OAD - EHG
(Open Access Distribution - Electric Heating General)

Availability of Service

Availability is limited to those former St. Joseph Rate Area customers served under Tariff EHG as of _____, and who request and receive energy services from a qualified Alternative Electric Supplier (AES). When new or upgraded facilities are required to maintain service to a Tariff OAD EHG customer, the customer shall be removed from Tariff OAD EHG and be required to take service under an appropriate general service tariff for which the customer qualifies.

All customers having maximum billing demands of 200 kW or greater for the most recent 12 months shall be interval metered. Billing demand in kW shall be taken each month as the single highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter. Where energy is presently delivered through two meters, the monthly billing demand will be taken as the sum of the two demands separately determined.

Monthly Rate (Tariff Code 885)

	Delivery
Service Charge (\$)	10.25
Energy Charge (¢ per kWh)	1.211

Minimum Charge

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in Rule 5 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal.

(Continued on Sheet No. F-27.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

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DATED
IN CASE NO.**

TARIFF OAD - EHG
(Open Access Distribution - Electric Heating General)

(Continued From Sheet No. F-26.00)

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 1, 11, and/or 17 of the Terms and Conditions of Open Access Distribution Service.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

This tariff is available only to customers where at least 50% of the electrical load is located inside of buildings that are electrically heated.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

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DATED
IN CASE NO.

TARIFF OAD - IS
(Open Access Distribution - Irrigation Service)

Availability of Service

Available to customers engaged in agricultural pursuits and desiring secondary voltage service for the irrigation of crops who request and receive energy services from a qualified Alternative Electric Supplier (AES). The customer shall provide the necessary facilities to separately meter the irrigation load. Other general-use load shall be served under the applicable tariff.

All customers having maximum monthly billing demands of 200 kW or greater for the most recent 12 months shall be interval metered.

Monthly Rate (Tariff Code 895)

	Delivery
Energy Charge (¢ per kWh)	7.955

Minimum Charge

This tariff is subject to a minimum monthly charge equal to all applicable riders.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in Rule 5 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal.

(Continued on Sheet No. F-29.00)

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

**TARIFF OAD - IS
(Open Access Distribution - Irrigation Service)**

(Continued From Sheet No. F-28.00)

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

Contracts under this tariff may, at the Company's option, be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Due to the nature of this service, monthly meter readings may not be taken during periods of no consumption or inaccessibility to the meter location due to irrigation operations. In any event, the Company shall obtain a minimum of two meter readings per calendar year.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

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DATED
IN CASE NO.**

TARIFF OAD - OSL
(Open Access Distribution - Outdoor Security Lighting)

Availability of Service

Available for security lighting to individual customers including community associations, real estate developers, and municipalities who request and receive energy services from a qualified Alternative Electric Supplier (AES). This service is not available for street and highway lighting.

Monthly Rate

For each lamp with luminaire and an upsweep arm not over six feet in length or bracket mounted floodlight, controlled by photoelectric relay, where service is supplied from an existing pole and secondary facilities of Company (a pole which presently serves another function besides supporting a security light), the rates are \$ per lamp per month as follows:

Tariff Codes	Lamp Watts	Lumens/Lamp Type	Delivery
		Standard Luminaire	
911	70	5,800 High Pressure Sodium	7.75
912	100	9,500 High Pressure Sodium	7.85
913	150	15,500 High Pressure Sodium	7.95
914	200	22,000 High Pressure Sodium	8.30
915	400	50,000 High Pressure Sodium	9.25
932	132	7,200 Experimental LED	xx.xx
		Floodlight	
921	200	22,000 High Pressure Sodium	8.70
922	400	50,000 High Pressure Sodium	9.10
925	250	17,000 Metal Halide	8.85
926	400	28,800 Metal Halide	9.25

The above rates are subject to all applicable riders.

(Continued on Sheet No. F-31.00)

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CAUSE NO.

TARIFF OAD - OSL
(Open Access Distribution - Outdoor Security Lighting)

(Continued From Sheet No. F-30.00)

Other Equipment

When other new facilities are to be installed by the Company, the customer will, in addition to the above monthly charge, pay in advance the installation cost of such new overhead facilities extending from the nearest or most suitable pole of the Company to the point designated by the customer for the installation of said lamp, except that customer may, for the following facilities only, elect, in lieu of such payment of the installation cost, to pay the following distribution charges:

30 Foot Wood Pole	\$7.50per month
35 Foot Wood Pole	\$8.80per month
40 Foot Wood Pole	\$11.05per month
Overhead Wire Span Not Over 125 Feet	\$1.95per month
Underground Wire Lateral Not Over 50 Feet (Price includes pole riser and connections)	\$3.80per month

When a customer requests service hereunder requiring wire span lengths in excess of 125 feet, special poles for fixtures or special protection for poles (for example, in parking lots), the customer will be required to make a contribution equal to the additional investment required as a consequence of the special facilities. This includes the cost of underground wire circuits in excess of 50 feet, for which the customer will be required to pay \$4.56 per foot of excess footage, plus any and all costs required to repair, replace, or push under sidewalks, pavement, or other obstacles.

Security lights supported by poles serving no other function, but which were placed in service under Tariff OL (Outdoor Lighting) may be served under this tariff. In such a case, the following schedule of charges will apply to the wood poles and wire spans:

Overhead Wire Span	\$ 1.95 per span per month
30 or 35 Foot Pole	\$7.50 per pole per month

Tariff Code	Discontinued Lamps	Delivery
	Standard Luminaire	
916	7,000 Mercury Vapor	7.45
918	11,000 Mercury Vapor	5.70
919	20,000 Mercury Vapor	9.00
920	50,000 Mercury Vapor	13.40
	Floodlight	
923	20,000 Mercury Vapor	9.00
924	50,000 Mercury Vapor	13.40
	Post Top	
917	7,000 Mercury Vapor	7.45

(Continued on Sheet No. F-32.00)

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

TARIFF OAD - OSL
(Open Access Distribution - Outdoor Security Lighting)

(Continued From Sheet No. F-31.00)

The above rates are subject to all applicable riders.

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Hours of Lighting

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise, every night and all night, or approximately 4,000 hours per annum.

Monthly Kilowatt-hour Usage

The monthly kilowatt-hours for each lamp type are as follows:

Type of Lamp and Approx. Lumens ¹		Total Watts	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Incandescent														
2,500 Lumens		189	79	67	67	57	51	45	48	55	60	71	75	81
4,000 Lumens		295	125	104	104	89	79	71	76	86	94	111	116	126
Mercury Vapor														
3,400 L 4,400 L	100W	130	55	46	46	39	35	31	33	38	41	49	51	56
7,560 L 8,500 L	175W	216	91	76	76	65	58	52	55	63	69	81	86	92
10,700 L 13,000 L	250W	301	126	106	106	90	81	72	77	88	97	113	119	129
19,100 L 23,000 L	400W	474	199	167	167	142	127	114	121	138	152	178	188	203
45,500 L 63,000 L	1,000W	1,135	477	400	400	340	304	272	291	331	363	427	449	486
High Pressure Sodium														
5,670 L 6,300 L	70W	86	36	30	30	26	23	21	22	25	28	32	34	37
8,550 L 9,500 L	100W	121	51	43	43	36	32	29	31	35	39	45	48	52
14,400 L 16,000 L	150W	176	74	62	62	53	47	42	45	51	57	66	70	75
19,800 L 22,000 L	200W	253	106	89	89	76	68	61	65	74	81	95	100	108
45,000 L 50,000 L	400W	500	210	176	176	150	134	120	128	146	160	188	198	214
Metal Halide														
17,000 L 20,500 L	250W	301	217	106	106	90	81	72	77	88	96	113	119	129
28,800 L 36,000 L	400W	474	199	167	167	142	127	114	121	138	152	178	188	203
LED														
5,100 L	80W	80	34	28	28	24	21	19	20	23	26	30	32	34
3,170 L Post-Top	116W	116	49	41	41	35	31	28	30	34	37	43	46	50
7,200 L	132W	132	55	46	46	40	35	32	34	39	42	50	52	56
8,700 L	142W	142	60	50	50	43	38	34	36	41	45	53	56	61

(Continued on Sheet No. F-33.00)

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

TARIFF OAD - OSL
(Open Access Distribution - Outdoor Security Lighting)

(Continued From Sheet No. F-32.00)

NOTE: For half-night (time clock) lamps multiply consumption by 0.5 or for a 7-hour timer multiply by 0.63875.

¹Lumen output for Mercury Vapor, High Pressure Sodium, and Metal Halide listed in this table as means lumens in the first column and initial lumens in the second column. Lumen rating varies with lamp manufacturer.

Ownership of Facilities

All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps, and other appurtenances shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Company. Burned out lamps will normally be replaced within 48 hours after notification by customer.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in MPSC rule R 460.3905 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

(Continued on Sheet No. F-34.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF OAD - OSL
(Open Access Distribution - Outdoor Security Lighting)

(Continued From Sheet No. F-33.00)

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

Contracts under this tariff will ordinarily be made for an initial term of one year for service where lights are installed on existing poles, or not less than five years for service requiring new poles. In the case of customers contracting for four or more lamps apiece, the Company reserves the right to include in the contract such other provisions as it may deem necessary to insure payment of bills throughout the term of the contract.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

ISSUED
BY PAUL CHODAK III
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FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
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DATED
IN CASE NO.

TARIFF OAD - SLS
(Open Access Distribution - Streetlighting Service)

Availability of Service

Availability is limited to those former St. Joseph Rate Area customers served under Tariff SLS as of _____, and who request and receive energy services from a qualified Alternative Electric Supplier (AES).

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Monthly Rate (Tariff Code 900)

Rates are \$ per lamp per month.

Lumens/Lamp Type	Delivery
On Wood Pole With Overhead Circuitry	
7,000 Lumen Mercury Vapor	6.35
20,000 Lumen Mercury Vapor	6.35
On Metallic, Concrete or Fiberglass Poles With Overhead Circuitry	
20,000 Lumen Mercury Vapor	9.15
On Metallic, Concrete or Fiberglass Poles With Underground Circuitry	
7,000 Lumen Mercury Vapor	11.90
20,000 Lumen Mercury Vapor	11.90
50,000 Lumen Mercury Vapor	12.10

The above rates are subject to all applicable riders.

Streetlighting Facilities

All facilities necessary for streetlighting service hereunder, including, but not limited to, all poles, fixtures, streetlighting circuits, transformers, lamps, and other necessary facilities, shall be the property of the Company and may be removed if the Company so desires at the termination of any contract for service hereunder. The Company will maintain all such facilities; however, the Company will not be responsible for

(Continued on Sheet No. F-36.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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TARIFF OAD - SLS
(Open Access Distribution - Streetlighting Service)

(Continued From Sheet No. F-35.00)

replacing or rebuilding obsolete, discontinued, decorative, or other facilities which, in the opinion of the Company, are too expensive or unusual to replace or rebuild. In such instances, the customer may, at its own expense, replace or rebuild the facilities or may contract for new service under any applicable tariff.

Hours of Lighting

Streetlighting lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum.

Lamp Outages

All outages which are reported by a proper representative of the customer shall be repaired within two working days. If the lamp is not repaired within two working days, the monthly charge for that unit will be reduced by 1/30 for each day of the outage beyond two working days.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in MPSC rule R 460.3905 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

(Continued on Sheet No. F-37.00)

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**EFFECTIVE FOR SERVICE RENDERED ON
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TARIFF OAD - SLS
(Open Access Distribution - Streetlighting Service)

(Continued From Sheet No. F-36.00)

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Relocation and Removal of Lamps

Lamps may be relocated or removed when requested in writing by a proper representative of the Customer, subject, however to the following conditions:

Lamps will be relocated upon payment by the Customer of the estimated cost of doing the work.

Lamps will be removed upon payment by the Customer of the estimated cost of doing the work.

Upon completion of the work, billing for relocation or removal of lamps will be adjusted to reflect actual costs. Charges under this tariff will end when the lamp and/or facilities are removed.

The customer shall pay the ongoing cost of any existing facilities associated with the relocated or removed lamps which must remain in place for the sole purpose of supplying power to other lamps of the Customer. The ongoing cost shall be the cost as specified in Tariff OAD OSL for Other Equipment. For any equipment not specified in Tariff OAD OSL, the charge shall be based upon the Company's actual cost.

The Company will relocate or remove lamps as rapidly as labor conditions permit.

Term of Contract

Contracts under this tariff will ordinarily be made for an initial term of ten years with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company will have the right to require contracts for periods of longer than ten years.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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TARIFF OAD - SLC
(Open Access Distribution - Streetlighting - Customer-Owned System)

Availability of Service

Available to municipalities, counties, and other governmental subdivisions for streetlighting service supplied through streetlighting systems which are owned by the municipality, county, or other governmental subdivision who request and receive energy services from a qualified Alternative Electric Supplier (AES).

This tariff is also available to community associations that have been incorporated as not-for-profit corporations.

Service rendered hereunder is predicated upon the execution by the customer of an agreement specifying the type, number, and location of lamps to be lighted.

The availability of this service may be withheld from extension to otherwise qualifying customers' systems if, in the opinion of the Company, the location or design of such lighting system will create safety hazards or extraordinary difficulties in the performance of maintenance.

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Monthly Rate (Tariff Code 901)

Rates are \$ per lamp per month.

Lamp Watts	Lumens/Lamp Type	Delivery
70	5,800 High Pressure Sodium	2.25
100	9,500 High Pressure Sodium	2.30
150	14,400 High Pressure Sodium	2.30
200	22,000 High Pressure Sodium	2.40
400	50,000 High Pressure Sodium	2.65
175	7,000 Mercury Vapor *	2.15
400	20,000 Mercury Vapor *	2.60
1,000	50,000 Mercury Vapor *	3.80
80	5,100 Experimental LED**	x.xx
116	3,170 Experimental LED Post Top**	x.xx
142	8,700 Experimental LED**	x.xx

(Continued on Sheet No. F-39.00)

**ISSUED
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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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MICHIGAN PUBLIC SERVICE COMMISSION
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TARIFF OAD - SLC
(Open Access Distribution - Streetlighting - Customer-Owned System)

(Continued From Sheet No. F-38.00)

* Rates apply to existing luminaries only and are not available for new business

The above rates are subject to all applicable riders.

Pole Contact Provision

When the customer chooses to own all components of the existing streetlight system on joint use distribution facilities, except for the poles and conductor, a distribution charge of \$0.47 per lamp per month will be added to the monthly lamp rate.

This rate applies only where the Company has existing facilities in place. If such existing facilities must be modified or rebuilt to accommodate the safe installation and maintenance of customer-owned streetlight equipment, then the customer shall reimburse the Company for the total cost of such modifications or rebuilt facilities. The Company reserves the right to relocate or remove existing distribution facilities. When such relocation or removal occurs, the customer will have the option to either purchase the poles and conductors to maintain service to the streetlight system or to abandon such facilities. All installations or removal of customer-owned equipment on Company-owned poles will be made by the Company and the customer shall reimburse the Company for the cost of such installations or removals.

The Company will not extend existing distribution facilities or build new distribution facilities for the sole purpose of accommodating a customer-owned streetlight system unless the customer agrees to reimburse the Company for the cost of such new facilities.

Hours of Lighting

Streetlighting lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum.

Lamp Outages

All outages that are reported by a proper representative of the customer shall be repaired within two working days. If the lamp is not repaired within two working days, the monthly charge for that unit will be reduced by 1/30 for each day of the outage beyond two working days.

Service To Be Rendered

For completely customer-owned systems, the Company will deliver electrical energy for the operation of lamps and will maintain same by renewals of lamps and cleaning and replacement of glassware. Other maintenance, repair, and replacement will be the responsibility of the customer.

(Continued on Sheet No. F-40.00)

**ISSUED
BY PAUL CHODAK III
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FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
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TARIFF OAD - SLC
(Open Access Distribution - Streetlighting - Customer-Owned System)

(Continued From Sheet No. F-39.00)

For customer-owned systems on Company poles, all maintenance of customer-owned streetlight equipment shall be performed by Company personnel. The Company will deliver energy for operation of lamps and maintain same by renewals of lamps and cleaning and replacement of glassware. The Company will not be responsible to provide replacement glassware for discontinued, decorative, or certain other luminaires which, in the opinion of the Company, are too expensive or unusual to warrant such replacement service. The Company may, at its option, provide service to such luminaires, but the customer will be required to provide at no cost to the Company the replacement glassware. All other maintenance on the customer's streetlight system shall be performed by the Company at the customer's expense.

Customers who perform all maintenance, repair, and replacement of lamps and fixtures (except for photo control) will receive a monthly distribution credit of \$1.17 per lamp.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for billing services. Such services provided to the customer by an alternative supplier must be arranged through the AES who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission if a separate charge, distribution, and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in MPSC rule R 460.3905 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

(Continued on Sheet No. F-41.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
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**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF OAD - SLC
(Open Access Distribution - Streetlighting - Customer-Owned System)

(Continued From Sheet No. F-40.00)

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

Contracts under this tariff will ordinarily be made for an initial term of one year with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company will have the right to require contracts for periods of longer than one year.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

TARIFF OAD - ECLS
(Open Access Distribution - Energy Conservation Lighting Service)

Availability of Service

Available for streetlighting service to municipalities, counties, and other governmental subdivisions who request and receive energy services from a qualified Alternative Electric Supplier (AES). This rate is applicable for service that is supplied through new or rebuilt streetlighting systems, including extension of streetlighting systems to additional locations where service is requested by the customer. Service rendered hereunder is predicated upon the execution by the customer of an agreement specifying the type, minimum number, and location of lamps to be supplied and lighted.

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Monthly Rate (Tariff Code 902)

Rates are \$ per lamp per month.

Lamp Watts	Lumens/Lamp Type	Delivery
	On Wood Pole With Overhead Circuitry	
70	5,800 High Pressure Sodium	4.65
100	9,500 High Pressure Sodium	4.65
150	15,500 High Pressure Sodium	4.75
200	22,000 High Pressure Sodium	4.90
400	50,000 High Pressure Sodium	5.20
100	3,500 Mercury Vapor*	6.35
175	7,000 Mercury Vapor *	6.35
250	11,000 Mercury Vapor*	6.30
400	20,000 Mercury Vapor *	6.35
1,000	50,000 Mercury Vapor *	6.55
80	5,100 Experimental LED Cobrahead	xx.xx
142	8,700 Experimental LED Cobrahead	xx.xx

(Continued on Sheet No. F-43.00)

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
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ISSUED UNDER AUTHORITY OF THE
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IN CASE NO.

TARIFF OAD - ECLS
(Open Access Distribution - Energy Conservation Lighting Service)

(Continued From Sheet No. F-42.00)

	On Metallic, Concrete or Fiberglass Pole With Overhead Circuitry *	
70	5,800 High Pressure Sodium	9.15
100	9,500 High Pressure Sodium	9.20
150	15,500 High Pressure Sodium	9.20
200	22,000 High Pressure Sodium	9.40
400	50,000 High Pressure Sodium	9.65
175	7,000 Mercury Vapor	9.10
250	11,000 Mercury Vapor	9.05
400	20,000 Mercury Vapor	9.15
1,000	50,000 Mercury Vapor	9.30

* Rates apply to existing luminaries only and are not available for new business

Lamp Watts	Lumens/Lamp Type	Delivery
	On Metallic, Concrete Pole or Fiberglass Pole With Underground Circuitry *	
70	5,800 High Pressure Sodium	9.40
100	9,500 High Pressure Sodium	9.45
200	22,000 High Pressure Sodium	9.65
400	50,000 High Pressure Sodium	9.90
175	7,000 Mercury Vapor	11.90
400	20,000 Mercury Vapor	11.90
1,000	50,000 Mercury Vapor	12.05
	Post-top Lamp on Fiberglass Pole With Underground Circuitry	
100	9,500 High Pressure Sodium	5.50
175	7,000 Mercury Vapor *	2.15
116	3,170 Experimental LED	xx.xx

* Rates apply to existing luminaries only and are not available for new business

The above rates are subject to all applicable riders.

(Continued on Sheet No. F-44.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
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DATED
IN CASE NO.**

TARIFF OAD - ECLS
(Open Access Distribution - Energy Conservation Lighting Service)

(Continued From Sheet No. F-43.00)

The customer will be required to make a contribution in aid of construction calculated in accordance with the formula set forth below if the customer requests the installation of any facility other than a standard Company luminaire and an upsweep arm not over 10 feet in length installed on a pole described in the above rate.

The contribution in aid of construction will equal the difference between estimated cost of the streetlighting system requested by the customer and the estimated cost of a streetlighting system using a lamp controlled by a photoelectric relay, a standard Company luminaire, and an upsweep arm not over 10 feet in length installed on a wood pole with overhead circuitry of a span length not to exceed 150 feet. When underground facilities are requested by the customer, the estimated installed cost of the underground circuit will be \$4.56 per foot plus any and all costs required to repair, replace, or push under sidewalks, pavements, or other obstacles. A customer paying a contribution in aid of construction will pay the above monthly rate for wood poles with overhead circuitry.

Streetlighting Facilities

All facilities necessary for streetlighting service hereunder, including but not limited to, all poles, fixtures, streetlighting circuits, transformers, lamps, and other necessary facilities, shall be the property of the Company and may be removed if the Company so desires at the termination of any contract. The Company will maintain all such facilities.

Hours of Lighting

Lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum.

Lamp Outages

All outages that are reported by a proper representative of the customer shall be repaired within two working days. If the lamp is not repaired within two working days, the monthly charge for that unit will be reduced by 1/30 for each day of the outage beyond two working days.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

(Continued on Sheet No. F-45.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF OAD - ECLS
(Open Access Distribution - Energy Conservation Lighting Service)

(Continued From Sheet No. F-44.00)

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in MPSC rule R 460.3905 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Relocation and Removal of Lamps

Lamps may be relocated or removed when requested in writing by a proper representative of the Customer, subject, however to the following conditions:

Lamps will be relocated upon payment by the Customer of the estimated cost of doing the work.

Lamps will be removed upon payment by the Customer of the estimated cost of doing the work.

Upon completion of the work, billing for relocation or removal of lamps will be adjusted to reflect actual costs. Charges under this tariff will end when the lamp and/or facilities are removed.

(Continued on Sheet F-46.00)

**ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.**

TARIFF OAD - ECLS
(Open Access Distribution - Energy Conservation Lighting Service)

(Continued From Sheet No. F-45.00)

The customer shall pay the ongoing cost of any existing facilities associated with the relocated or removed lamps which must remain in place for the sole purpose of supplying power to other lamps of the Customer. The ongoing cost shall be the cost as specified in Tariff OAD OSL for Other Equipment. For any equipment not specified in Tariff OAD OSL, the charge shall be based upon the Company's actual cost.

The Company will relocate or remove lamps as rapidly as labor conditions permit.

Term of Contract

Contracts under this tariff will ordinarily be made for an initial term of one year with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company will have the right to require contracts for periods of longer than one year.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

TARIFF OAD - SLCM
(Open Access Distribution - Streetlighting - Customer-Owned System - Metered)

Availability of Service

Available to municipalities, counties, and other governmental subdivisions for lighting on streets and highways (including illuminated signs) and in parks and other such public areas who request and receive energy services from a qualified Alternative Electric Supplier (AES).

This tariff is also available for lighting systems serving outdoor recreational facilities such as baseball fields and football stadiums.

This tariff is also available to community associations that have been incorporated as not-for-profit corporations.

Monthly Rate

Tariff Codes		Delivery
903	Service Charge (\$):	
904	Single Phase 120/240 volts	7.77
	Single Phase 240/480 volts	16.58
	Energy Charge (¢ per kWh)	1.358

Hours of Service

This service is available only during the hours each day between sunset and sunrise. Daytime use of service under this rate is strictly forbidden except for the sole purpose of testing and maintaining the lighting system.

Transmission Service

Transmission service for customers served under this tariff will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

Billing

Unless the customer's AES has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this tariff.

(Continued on Sheet No. F-48.00)

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TARIFF OAD - SLCM
(Open Access Distribution - Streetlighting - Customer-Owned System - Metered)

(Continued From Sheet No. F-47.00)

Delayed Payment Charge

A delayed payment charge of 2% of the total net bill shall be added to any bill which is not paid on or before the due date shown thereon as set forth in MPSC rule R 460.3905 of the Commercial and Industrial Standards and Billing Practices. The due date shall be 22 days following the date of transmittal. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this tariff shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order:

- (1) Prior distribution, Standard Tariff power supply charges.
- (2) Current distribution, Standard Tariff power supply charges.
- (3) Prior AES charges.
- (4) Current AES charges.
- (5) Other prior and current non-regulated charges.

Applicable Riders

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. F-49.00.

Term of Contract

A written contract may, at the Company's option, be required for each customer. Customers requiring service in multiple locations may combine services under one agreement.

Contracts will ordinarily be made for an initial term of one year with self-renewal provisions for successive terms of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of any term. The contract will specify the service location(s) and the approximate connected load in kilowatts. A separate invoice will be rendered each billing period for each meter location regardless of the number of contracts.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Open Access Distribution Service.

ISSUED
BY PAUL CHODAK III
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FORT WAYNE, INDIANA

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APPLICABLE RETAIL OPEN ACCESS SURCHARGES AND RIDERS

Commission-approved surcharges and riders applicable to retail open access:

Applicable to Retail Open Access Customers	Sheet No.
Net Lost Revenue Recovery Rider	F-50.00
Energy Optimization Surcharge	F-51.00
Enhanced Distribution Reliability Cost Recovery Rider	F-52.00
gridSMART sm Program Cost Recovery Rider	F-53.00
Nuclear Decommissioning Surcharge	F-54.00

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NET LOST REVENUE RECOVERY RIDER

All customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Net Lost Revenue Recovery Rider charge per kWh as follows:

Tariff	Delivery
	(¢/kWh)
OAD - RS, RS-TOD, RS-OPES, and RS-SC	0.015
OAD - SGS	0.017
OAD - MGS and MGS-TOD	0.012
OAD - LGS	0.007
OAD - LP	0.004
OAD - MS	0.010
OAD - WSS	0.006
OAD - EHS	0.015
OAD - EHG	0.009
OAD - IS	0.060
OAD - OSL	--
OAD - SLS, SLC and ECLS	--
OAD - SLCM	0.010

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**SURCHARGE EO
(ENERGY OPTIMIZATION SURCHARGE)**

Energy Optimization surcharges allow for the recovery of an alternate compliance payment made by the Company, pursuant to Section 91 of 2008 PA 295, to fund energy optimization programs conducted by a Commission-approved energy optimization program administrator.

Energy Optimization surcharges shall be revised annually in accordance with Section 91(1) of 2008 PA 295.

All customer bills subject to the provisions of this surcharge, including any bills rendered under special contract, shall be adjusted by the Energy Optimization Surcharge per kWh or Customer as follows:

Tariff	¢/kWh	\$/Customer/Mo.
OAD - RS, RS-TOD, RS-OPES, and RS-SC	0.081	
OAD - SGS		2.76
OAD - SGS (UNMETERED)	0.166	
OAD - MGS and MGS-TOD		2.76
OAD - LGS		157.39
OAD - LP		157.39
OAD - MS		2.76
OAD - WSS		2.76
OAD - EHS		2.76
OAD - EHG		2.76
OAD - IS		2.76
OAD - OSL (UNMETERED)	0.166	
OAD - SLS, SLC AND ECLS (UNMETERED)	0.166	
OAD - SLCM		2.76

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IN CASE NO.**

ENHANCED DISTRIBUTION RELIABILITY COST RECOVERY RIDER

All customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Enhanced Distribution Reliability Cost Recovery Rider charge. The Enhanced Distribution Reliability Cost Recovery Rider charge is assessed as a percentage of the customer's distribution charges under the Company's Standard Tariffs, excluding charges under any applicable riders, as follows:

Program Year	% of Base Distribution Charges
Year 1	4.391%
Year 2	6.193%
Year 3	8.085%
Year 4	10.126%
Year 5 and After	6.619%

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DATED
IN CASE NO.

gridSMARTsm PROGRAM COST RECOVERY RIDER

All customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the gridSMARTsm Program Cost Recovery Rider charge. The gridSMARTsm Program Cost Recovery Rider charge is assessed as a percentage of the customer's distribution charges under the Company's Standard Tariffs, excluding charges under any applicable riders, as follows:

Program Year	% of Base Distribution Charges
Year 1	2.539%
Year 2	14.027%
Year 3	22.096%
Year 4	30.324%
Year 5 and After	27.592%

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IN CASE NO.

NUCLEAR DECOMMISSIONING SURCHARGE

All customer bills subject to the provisions of this surcharge, including any bills rendered under special contract, shall be adjusted by the Nuclear Decommissioning Surcharge per kWh as follows:

Tariff	¢/kWh
OAD - RS, RS-TOD, RS-OPES, and RS-SC	0.100
OAD - SGS	0.128
OAD - MGS and MGS-TOD	0.110
OAD - LGS	0.1035
OAD - LP	0.0896
OAD - MS	0.126
OAD - WSS	0.095
OAD - EHS	0.065
OAD - EHG	0.271
OAD - IS	0.157

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**EFFECTIVE FOR SERVICE RENDERED ON
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IN CASE NO.**

SECTION G

STANDARD FORM INDEX

Reserved for future use.

ISSUED
BY PAUL CHODAK III
PRESIDENT
FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON
AND AFTER

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMMISSION
DATED
IN CASE NO.

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of
INDIANA MICHIGAN POWER COMPANY
for authority to increase its rates for the
sale of electric energy.

Case No. **U-16180**

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

Linda Andreas, being first duly sworn, deposes and says that on **August 9, 2010**, she served a true copy of a **Letter to Mary Jo Kunkle regarding MPSC Staff official exhibits** upon the following parties VIA E-MAIL:

Richard J. Aaron
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ericksond@michigan.gov

Linda Andreas

Subscribed and sworn to before me
this 9th day of August, 2010.

Tina L. Bibbs, Notary Public
State of Michigan, County of Clinton
Acting in the County of Ingham
My Commission Expires: 11-13-2014