

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter of the application of)	
UPPER PENINSULA POWER COMPANY)	
for authority to increase retail electric rates.)	Case No. U-20276
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At the May 23, 2019 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Sally A. Talberg, Chairman
Hon. Norman J. Saari, Commissioner
Hon. Daniel C. Scripps, Commissioner

ORDER APPROVING SETTLEMENT AGREEMENT

On September 21, 2018, Upper Peninsula Power Company (UPPCo) filed an application requesting authority to increase its rates for retail electric service. UPPCo indicated in its filing that it projected a \$9,982,604 jurisdictional revenue deficiency based on a projected 2019 calendar test year.

A prehearing conference was held on October 15, 2018, before Administrative Law Judge Martin D. Snider (ALJ). At the prehearing conference, the ALJ granted intervenor status to the Michigan Department of the Attorney General (Attorney General), Citizens Against Rate Excess (CARE), Calumet Electronics Corporation (Calumet), Verso Corporation (Verso), and the Association of Businesses Advocating Tariff Equity (ABATE). UPPCo and the Commission Staff (Staff) also participated in the proceeding. Subsequently, Energy Michigan, Inc., filed a petition

for leave to intervene out of time, which was later stipulated to by the parties and granted by the ALJ.

On February 21, 2019, ABATE and Calumet (jointly), CARE, Verso, the Staff, and the Attorney General filed direct testimony and exhibits, and on March 21, 2019, ABATE and Calumet (jointly), CARE, the Staff, and UPPCo filed rebuttal testimony and exhibits. On March 25, 2019, ABATE filed a motion to strike portions of direct testimony submitted on behalf of CARE, and on April 3, 2019, CARE filed its response. On May 6, 2019, following extensive discussions, a settlement agreement resolving all issues and agreed to by all parties was filed. *See*, Exhibit A, ¶ 6.

According to the settlement agreement, attached as Exhibit A, the parties agree that UPPCo's rates will be adjusted to reflect an annual revenue increase of \$1.8 million, in addition to the incremental impact resulting from the expiration of the Credit A negative surcharges,¹ resulting in a net annual revenue increase of approximately \$4.8 million.² The parties further agree that the revenue increase represents, among other things, an overall capital structure with 54% common equity, and an authorized rate of return on common equity of 9.9%, which results in a calculated overall rate of return of 6.91%. All impacts from the TCJA, including Credit A and those referred

¹ The Credit A negative surcharges resulted from the passage of the Tax Cuts and Jobs Act of 2017 (TCJA). Credit A refers to the refund due to ratepayers going forward as a result of implementation of a 21% federal income tax (FIT) rate for utilities (the FIT rate was previously 35%). *See*, February 22, 2018 order in Case No. U-18494 (February 22 order). The Commission issued an order providing that the Credit A refund to UPPCo's ratepayers equated to an approximate \$3.324 million reduction to rates. *See*, June 28, 2018 order in Case No. U-20111. As stated by the Staff, "The TCJA Credit A, as approved in MPSC Case No. U-20111, will expire when the Company implements new rates as a result of the instant case." Direct Testimony of Kevin S. Krause (Case No. U-20276, filing #U-20276-0133), p. 4.

² The Staff calculated a TCJA Credit A amount of \$3,031,352. *See*, Direct Testimony of Kevin S. Krause, p. 4; Exhibit S-1, Schedule A-1, line 25.

to as Calculation C, as described in the February 22 order, are fully reflected in the base rates shown in Attachment 1 to the settlement agreement. Pursuant to the settlement agreement, UPPCo will include the entire excess deferred tax regulatory liability (Calculation C amount) within its capital structure as zero cost capital in its next general rate case filing.

The settlement agreement also makes some adjustments to revenue requirements across UPPCo's various rate schedules. *See*, Attachment 2 to the settlement agreement. Among other things, UPPCo's residential customers under rate schedules A-1 and AH-1 will see reductions in base rates of 4.51% and 5.18%, respectively.

The settlement agreement additionally includes a new distributed generation (DG) tariff rider, pursuant to MCL 460.6a(14) and the April 18, 2018 order in Case No. U-18383. *See*, Attachment 3 to the settlement agreement. According to the terms of this new DG tariff rider, and in accordance with UPPCo's election under MCL 460.1173(3) to increase its discretionary cap on DG participation from 1.0% to 2.0% of UPPCo's average peak demand during the past five years, the company has agreed to increase the aggregate size of its net metering program and DG program, evenly spreading the discretionary increase among participants above and below a 20 kilowatt-hour (kWh) load threshold.³ UPPCo's DG tariff rider also establishes, among other things, an outflow credit equal to the power supply component of a DG customer's rate schedule, for the metered quantity of the DG customer's generation not used on site and exported to the utility during the billing month or time-based pricing period, which shall be applied to the current

³ Specifically, the settlement agreement reserves 1.0% of average peak load for category 1 systems (those with eligible electric generators up to 20 kilowatts (kW)), 0.5% for category 2 systems (those with eligible electric generators between 20 kW and up to 150 kW), and 0.5% for category 3 systems (those with methane digesters between 150 kW and up to 550 kW).

billing month, with any excess credit carried forward to subsequent billing periods. The agreed-upon DG tariff rider does not include a system access contribution charge.

The parties agree that the revised rates reflect a power supply cost recovery (PSCR) base rate, effective for the June 2019 billing month, of 42.90 mills per kWh at the generation level, or 45.57 mills per kWh at the sales level after accounting for a loss factor of 1.0623, and that, upon approval, the maximum authorized 2019 PSCR factor shall become 0.00 mills per kWh.⁴

The parties further agree to three electric distribution trackers: one related to capital, with a base amount of \$13.5 million per calendar year, and two others related to operations and maintenance (O&M) and vegetation management, with a combined base amount of \$13.7 million per calendar year. As agreed upon by the parties, if UPPCo does not make distribution capital expenditures of at least \$13.5 million per calendar year, the company will refund the revenue requirements impact from any unspent amounts below \$13.5 million, in accordance with the terms of the settlement agreement. Further, the vegetation management tracker is tied to the O&M tracker requiring that UPPCo must first accomplish line clearance of no less than 372 miles per calendar year before the company is able to retain any electric distribution O&M savings. If UPPCo fails to complete the minimum of 372 miles of line clearance in a calendar year, the parties to the settlement agree that the company will refund any underspent amount below \$13.7 million and will be prohibited from applying a 5% savings collar to the unspent portion. The settlement agreement also requires that UPPCo file an annual report in this docket, no later than March 31

⁴ A mill is a tenth of a cent (1 mill = \$0.001). The Commission therefore recognizes the inclusion of the dollar signs (\$) in the settlement agreement (Exhibit A, ¶ 9e) to be an inadvertent error. The format for UPPCo's PSCR base rate and PSCR factor is, however, correct in Attachment 1 to the settlement agreement.

each year, stating the actual amounts spent and actual number of miles cleared. *See*, Attachment 4 to the settlement agreement.

The settlement agreement further provides that UPPCo agrees to spend at least \$4.9 million during 2019 on capital expenditures for its advanced metering infrastructure (AMI) project and that if it does not spend this amount, the company will record the revenue requirement impact and refund the same in accordance with the terms agreed upon by the parties. UPPCo also agrees, as part of its AMI project, to update information set forth in Exhibit A-50; to provide a yearly report by March 31 reflecting the realized monetary AMI project benefits for each subcategory listed in that exhibit; and to perform a load study following completion of its AMI project and collection of suitable historical data, results which the company agrees will be included in its next general rate case after the load study is completed.

The parties additionally agree that UPPCo will perform, prior to its next general rate case, a minimum distribution system (MDS) study and will include the results of such study, with supporting documentation, in its next general rate case filing. As part of this agreement, UPPCo will provide notice to the parties in this case, at least six months before its next general rate case filing, that it will be performing the MDS study and offer an opportunity to provide input on key parameters.

The Commission has reviewed the settlement agreement and finds that the public interest is adequately represented by the parties who entered into the settlement agreement. The Commission further finds that the settlement agreement is in the public interest, represents a fair and reasonable resolution of the proceeding, and should be approved.

THEREFORE, IT IS ORDERED that:

A. The settlement agreement, attached as Exhibit A, is approved.

B. Upper Peninsula Power Company is authorized to increase its retail rates and charges for the sale of electricity in the annual amount in accordance with the settlement agreement effective for service rendered beginning with the June 2019 billing month.

C. The new power supply cost recovery base rate of 42.90 mills per kilowatt-hour at the generation level, or 45.57 mills per kilowatt-hour at the sales level, shall be effective for the June 2019 billing month. All other rates, including customer charges, demand charges, distribution charges, lamp charges, and the non-power supply cost recovery portions of power supply charges reflected in Attachment 1 to the settlement agreement, shall be effective for service rendered during the June 2019 billing month.

D. All miscellaneous tariff and service changes reflected in Attachment 1 to the settlement agreement and the new distributed generation tariff rider reflected in Attachment 3 to the settlement agreement are approved.

E. Within 30 days of this order, Upper Peninsula Power Company shall file, with the Commission, tariff sheets substantially similar to those set forth in Attachments 1 and 3 to the settlement agreement.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, under MCL 462.26. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscedockets@michigan.gov and to the Michigan Department of the Attorney General – Public Service Division at pungpl@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General – Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

Sally A. Talberg, Chairman

Norman J. Saari, Commissioner

Daniel C. Scripps, Commissioner

By its action of May 23, 2019.

Kavita Kale, Executive Secretary

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
UPPER PENINSULA POWER COMPANY)
for authority to increase retail electric rates.)
_____)

Case No. U-20276

SETTLEMENT AGREEMENT

Pursuant to Section 78 of the Administrative Procedures Act of 1969 as amended, MCL 24.278, and Rule 431 of the Michigan Administrative Hearing System’s Administrative Hearing Rules (R 792.10431), Upper Peninsula Power Company (“UPPCO” or the “Company”), the Michigan Public Service Commission (“MPSC” or the “Commission”) MPSC Staff (“Staff”), Attorney General Dana Nessel, Citizens Against Rate Excess (“CARE”), Calumet Electronics Corporation (“Calumet”), Verso Corporation (“Verso”), Energy Michigan, Inc., and the Association of Businesses Advocating Tariff Equity (“ABATE”) agree as follows:

1. On September 21, 2018, UPPCO filed its Application in this case proposing, among other things, an annual increase in its retail electric rates of approximately \$9.983 million. The Application was supported by filed testimony and exhibits.

2. On September 25, 2018, the Commission’s Executive Secretary issued the Notice of Hearing. The prehearing conference was scheduled for October 15, 2018, before Administrative Law Judge (“ALJ”) Martin D. Snider.

3. At the prehearing conference, Staff and UPPCO participated and the Attorney General, CARE, Calumet, Verso, and ABATE were granted intervention. Energy Michigan

subsequently filed a Petition to Intervene Out of Time, and the parties stipulated to Energy Michigan's intervention.

4. On February 21, 2019, Staff, Verso, CARE, and the Attorney General each filed testimony and exhibits. That same date, ABATE and Calumet jointly filed testimony and exhibits, and Energy Michigan submitted a letter indicating that it was not filing testimony and exhibits.

5. On March 21, 2019, UPPCO, Staff, the Attorney General, CARE, and ABATE and Calumet (jointly) filed rebuttal testimony and exhibits.

6. The parties have engaged in extensive settlement discussions, which negotiations have led to the agreements incorporated in this settlement agreement.

7. It is the opinion of the parties that this settlement agreement is reasonable, prudent, will aid in the expeditious conclusion of this proceeding, and will minimize the expense which would otherwise have to be devoted by the Commission and the parties.

8. This settlement agreement resolves all the issues in this case and all provisions of the settlement agreement are dependent upon all other provisions.

9. By this settlement agreement, UPPCO, Staff, the Attorney General, CARE, Energy Michigan, Verso, Calumet, and ABATE agree as follows:

- a. As based on a projected 2019 test year, UPPCO's rates will be adjusted to reflect an annual revenue increase of \$1,800,000, in addition to reflecting the incremental impact resulting from expiration of the federal Tax Cut and Jobs Act of 2017 ("TCJA") Credit A surcharges as defined by the Commission's June 28, 2018 Order in Case No. U-20111. The agreed upon annual revenue increase of \$1,800,000 represents, among other things, an overall capital structure with 54% common equity, and an authorized rate of return on common equity of 9.9%, which results in a calculated overall rate of return of 6.91%.
- b. Beginning with the billing month of June 2019, UPPCO should be authorized to implement rates for service rendered consistent with paragraph 9a in accordance with the tariff sheets attached hereto as

Attachment 1, which UPPCO and Staff have determined are consistent with the cost-based requirements of MCL 460.11(1). On a class-by-class basis, the tariff sheets in Attachment 1 implement percentage rate changes as set forth in Attachment 2 hereto.

- c. The parties support UPPCO's election under MCL 460.1173(3) to increase the discretionary cap from 1% to not less than 2.0%. Based upon its election to increase its discretionary cap, UPPCO agrees to increase the aggregate size of its Net Metering Program and Distributed Generation ("DG") Program, as evidenced in Attachment 3 hereto, which reflects UPPCO's new DG Rider tariff. The discretionary increase will be spread evenly amongst participants above and below a 20 kilowatt hour load threshold. If in this proceeding, the Commission finds that a waiver is necessary for the Company to increase the size of its program, UPPCO will file in a separate proceeding, and the parties support, a request for a waiver to increase the discretionary cap to not less than 2.0%. At the time UPPCO files this request, it will provide notice to the parties to this case.
- d. To the extent that UPPCO issues additional long-term debt in advance of its next general rate proceeding, UPPCO agrees to provide a benefit-cost analysis of the long-term debt alternatives that the Company evaluated as part of its decision analysis in its next general rate case, including the issuance of long-term debt at UPPCO.
- e. The revised rates reflect the Power Supply Cost Recovery ("PSCR") base rate of \$42.90 mills per kWh at generation level (after accounting for a loss factor of 1.0623, this PSCR base equates to a \$45.57 mills per kWh at sales level). Upon MPSC approval of the new PSCR base rate in the instant case, the maximum authorized 2019 PSCR factor shall become \$0.00 mills per kWh.
- f. It is agreed that the new PSCR base set forth in paragraph 9e herein will become effective for the June 2019 billing month. All other rates, including but not limited to customer charges, demand charges, distribution charges, lamp charges and the non-PSCR portions of power supply charges reflected in Attachment 1 are to become effective for service rendered during the June 2019 billing month.
- g. All impacts from TCJA, including those referred to as Credit A and Calculation C, in the Commission's February 22, 2018 Order in Case No. U-18494, are fully reflected in the base rates shown in Attachment 1 hereto. Consequently, the credits represented in the June 28, 2018 Order in Case No. U-20111 will terminate on the same date that new base rates are effective, that is for service rendered during the June 2019 billing month. The Company will include the entire excess deferred tax regulatory liability within the Company's capital structure as zero cost capital in the next general rate case filing.

- h. Electric Distribution Tracker Requirements: There are three trackers: Capital, O&M and Vegetation Management. The Capital Tracker base amount is \$13.5 million per calendar year, and the combined O&M and Vegetation Management Tracker base amount is \$13.7 million per calendar year. The Vegetation Management tracker is tied to the O&M tracker in that UPPCO must first achieve the line clearance target of 372 miles per calendar year for any Electric Distribution O&M savings to be kept by the Company. If the Company fails to clear 372 miles annually, then the Company must refund to customers any of the \$13.7 million dollars O&M budget that is underspent.
- (1) Capital tracker: If UPPCO does not make distribution capital expenditures of at least \$13.5 million per calendar year, the Company will refund the revenue requirements impact from any unspent amounts below \$13.5 million to its customers through the establishment of a regulatory liability to be refunded at a later date as approved by the Commission in the Company's next general rate case.
 - (2) O&M tracker: If UPPCO does not spend \$13.7 million on Electric Distribution Operations and Maintenance programs per calendar year, the following may occur following calendar year 2019 and subsequent calendar years, thereafter. As long as UPPCO completes 372 miles of Vegetation Management per calendar year, the Company is permitted to establish a 5% savings collar, where the Company will retain any annual achieved savings less than or equal to 5% of \$13.7 million and return any savings greater than 5% through the establishment of a regulatory liability to be refunded at a later date as approved by the Commission in the Company's next general rate case. In alignment with Attachment 4 hereto, UPPCO will provide an annual report to be filed in the docket in MPSC Case No. U-20276, no later than March 31st each year.
 - (3) Vegetation Management tracker: UPPCO agrees to perform no less than 372 miles of line clearance per calendar year. If UPPCO fails to complete a minimum of 372 miles of line clearance in a calendar year, any underspend of Distribution O&M budget will be refunded to customers and the Company is prohibited from applying the 5% savings collar to the unspent portion below the Electric Distribution Operations and Maintenance base amount of \$13.7 million. In alignment with Attachment 4, UPPCO will provide an annual report to be filed in the docket in MPSC Case No. U-20276, no later than March 31st each year. This report shall include the actual amount the Company spent on Electric Distribution Capital programs, O&M programs, Vegetation Management programs and actual number of miles cleared.

- i. UPPCO shall use a test year pension expense of \$1.019 million and shall record any future pension expense below that amount, on a yearly basis, as a regulatory liability to be refunded at a later date as approved by the Commission in the Company's next general rate case.
- j. UPPCO agrees to spend at least \$4.9 million during 2019 on capital expenditures for the Company's Advanced Metering Infrastructure ("AMI") project. If UPPCO does not spend at least \$4.9 million during 2019 on capital expenditures for the AMI project, the Company will record the revenue requirement impacts from any shortfall as a regulatory liability to be refunded at a later date as approved by the Commission in the Company's next general rate case. Remaining AMI project expenses will be subject to review in a future general rate case.
- k. In order to measure realized benefits of the AMI project, UPPCO shall:
 - (1) Update Exhibit A-50 (AMI-8) to show all known actual information as of the date of analysis and the newly projected annual AMI benefits for years 1 to 2 and year 3 and beyond, and reflect the partial AMI implementation in years 1 to 2.
 - (2) Provide a yearly report by March 31 to the Commission that shows the realized monetary AMI Project benefits from meter reading cost, meter services, outage management system, customer care, and Unaccounted For Energy ("UFE"), broken out by each of the subcategories as listed in Exhibit A-50 (AMI-8).
- l. UPPCO will file in a separate proceeding, and the parties support, a request seeking a six-month extension of the meter reading waiver granted in case no. U-20271. The current waiver granted by the Commission in U-20271 is due to expire on March 31, 2020. UPPCO's request for extension would take the waiver to September 30, 2020. At the time UPPCO files this request, it will provide notice to the parties to this case.
- m. UPPCO will file in a separate proceeding, and the parties support, a request for a waiver for meter testing as specified in Mich Admin Code R 460.3613 and 460.3617(2) and (3). The waiver request shall cover a time period that expires when the AMI meters are fully deployed or September 1, 2020, whichever is earliest. At the time UPPCO files this request, it will provide notice to the parties to this case.
- n. Prior to filing its next general rate case, UPPCO will perform a Minimum Distribution System ("MDS") study and include the results of the MDS study, all underlying input data, and any other supporting workpapers and analysis, with the documentation addressing Part III of the Rate Case Filing Requirements in Case No. U-18238. At least six months before filing its next general rate case, UPPCO will provide notice to parties in

this case that the Company will be performing the MDS study and offer an opportunity to provide input on key parameters to be used in the MDS study.

- o. UPPCO will perform a load study following the completion of the AMI project and collection of suitable historical data. The results of the load study will be included in UPPCO's next general rate case after the load study is completed.
- p. UPPCO's current State Reliability Mechanism (SRM) capacity charge as established by the Commission in its November 30, 2017 order in Case No. U-18254 shall remain in effect. The Capacity rates are reflected in Attachment 1. The instant proceeding meets the 2019 obligation of the Company to file each year a contested case for annual review of its SRM capacity charge. Ordering Paragraph E of the Commission's November 30, 2017 order in Case No. U-18254 remains in effect for all subsequent years.
- q. UPPCO's SRM capacity charge will be subject to review in the Company's next general rate case. The Company will include the following in its filing:
 - i. Split power supply costs between fuel, power purchased pursuant to contract, and power obtained from the market, and provide any supporting information necessary to show how the split was conducted and why it is reasonable;
 - ii. Separately provide the market value of all purchases in the market, Company generation, and purchases pursuant to contract, calculated as hourly LMP times the energy in question;
 - iii. Identify revenues from ancillary services, and any other of the offsets identified by the Commission previously not addressed;
 - iv. Make a proposal on the appropriate calculation of the SRM capacity charge pursuant to the Commission's prior direction, notwithstanding it is understood that the Company may make an alternative proposal.

10. Each signatory agrees not to appeal, challenge or contest the terms and rates approved by the Commission in this case if they are the result of a Commission order accepting and approving this settlement agreement without modification. If the Commission does not accept this settlement agreement without modification, this settlement agreement shall be withdrawn and shall not constitute any part of the record in this proceeding or be used for any other purpose whatsoever.

11. This settlement agreement is entered into for the sole and express purpose of reaching compromise among the parties. All offers of settlement and discussions relating to this settlement agreement are considered privileged under MRE 408. If the Commission approves the settlement agreement without modification, neither the parties to the settlement nor the Commission shall make any reference to, or use this settlement agreement or the order approving it, as a reason, authority, rationale, or example for taking any action or position or making any subsequent decision in any other case or proceeding; provided however, such reference may be made to enforce or implement the provisions of this settlement agreement and the order approving it.

12. This Settlement Agreement is not severable. Each provision of the Settlement Agreement is dependent upon all other provisions of the Settlement Agreement. Failure to comply with any provision of the Settlement Agreement constitutes failure to comply with the entire Settlement Agreement. If the Commission rejects or modifies this Settlement Agreement or any provision of the Settlement Agreement, the Settlement Agreement shall be withdrawn and shall not constitute any part of the record in this proceeding or be used for any other purpose. Each party agrees not to appeal or otherwise contest any Commission order accepting and approving this Settlement Agreement without modification.

13. The parties agree to waive Section 81 of the Administrative Procedures Act of 1969 (MCL 24.281), as it applies to the issues in this proceeding, if the Commission approves this settlement agreement without modification.

UPPER PENINSULA POWER COMPANY

Dated: May 1, 2019

Paul M. Collins

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Attachment 1
to the Settlement Agreement
in Case No. U-20276

UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

2nd Rev. Sheet No. A-4.00
Replaces 1st Rev. Sheet No. A-4.00

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

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MPSC Vol No 8-ELECTRIC

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC
(Reformatted Rate Book)

Original Sheet No. C-30.00

C5. Standard Rules & Regulations-Definitions, Technical Terms & Abbreviations

SECTION V - DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS

When used in Rates and Standard Rules and Regulations, the following terms shall have the meanings defined below:

- A. Applicant - any person, firm or corporation applying for electric service from the Company at one location.
- B. Company - Upper Peninsula Power Company acting through its duly authorized officers or employees within the scope of their respective duties.
- C. Connected Load - sum of the ratings of the electric power consuming apparatus connected to the installation or system, or part of either, under consideration.
- D. Customer - any person, firm or corporation purchasing electric service from the Company under these Rules and Regulations at one location.
- E. Demand - the load at the terminals of an installation or system averaged over a specified period of time. Demand is expressed in kilowatts, kilovolt-amperes, or other suitable units.
- F. Energy - current consumed, expressed in kilowatt-hours.
- G. Estimated Billing - a bill rendered by the Company for energy use which is not calculated or computed by employing an actual reading of a meter or other measuring device.
- H. Hp or Horsepower - the nameplate rating of motors or its equivalent in other apparatus. For conversion purposes, one horsepower shall be considered as equivalent to .7457 kilowatt.
- I. Kw or Kilowatt - one thousand (1,000) watts.
- J. Kwh or Kilowatt-hour - one thousand (1,000) watt-hours.
- K. Non-Standard Meter - any electromechanical, analog or digital meter that Company has either left in place per the Customer's election or otherwise deemed Non-Standard by the Company.
- ~~K~~L. Mo. or Month - the period between any two (2) regular billing periods of approximately thirty (30) day intervals.
- ~~L~~M. Power Factor - ratio of kilowatts to kilovolt-amperes.
- ~~N~~M. Service Line - all wiring between the Company's main line or substation transformer terminals and the point of connection to Customer's service entrance.
- ~~O~~N. Single Service - one set of facilities over which Customer may receive electric power.
- P. Standard Meter - all meters that are not deemed a Non-Standard Meter by the Company.

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

1st Rev. Sheet No. C-2.00
Replaces Original Sheet No. C-2.00

C2. Standard Rules & Regulations-Terms and Conditions of Service

SECTION II - TERMS AND CONDITIONS OF SERVICE

A. Membership and Electric Service

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

B. Ownership and Responsibility

1. Company Owned Facilities - The Company will normally install, own, operate and maintain all distribution facilities on the supply side of the point of attachment as shown on the Company's Standard Drawings, including metering equipment. All service entrance conductor wiring from a point of connection to the Company's service line at a location satisfactory to the Company shall be the responsibility of the customer.

If building modifications hinder access to metering facilities, create a hazardous condition, or cause a violation of code, the customer will be responsible for all costs incurred by the Company to correct these conditions.

- a. Access to Premises - The customer shall provide at no expense to the Company suitable space with provisions for installation and maintenance of the Company's facilities on the customer's premises. Authorized agents of the Company shall have access to the premises at all reasonable times for construction, operation, maintenance, removal or inspection of the Company's facilities, or to inspect the customer's facilities or measure the customer's load. Authorized employees and agents shall carry identification furnished by the Company and shall display it upon request. Failure to provide access for any of the above reasons may result in termination of service.
- b. Use of Facilities - The Company will not allow use of its poles or other facilities by others for installations or attachments of any kind without written authorization from the Company. This includes, but is not limited to, electrical or communication equipment, lights, signs and fences. The Company assumes no liability for property owned by others attached to its facilities. Unauthorized attachments to Company facilities may be removed by the Company.
- c. Protection - The customer shall use reasonable diligence to protect the Company's facilities located on the customer's premises, and to prevent tampering or interference with such facilities. The Company may discontinue service in accordance with any applicable rules of the Michigan Public Service Commission, in case the meter or wiring on the customer's premises has been tampered with or altered in any manner to allow unmetered or improperly metered energy to be used.

Continued to Sheet No. C-3.00

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Replaces Original Sheet No. C-3.00

C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-2.00

In case of such unauthorized use of service, the Company will continue service only after the customer has agreed to pay for the unmetered energy used, pay all costs of discovery and investigation including rewards for discovery, and make provisions and pay charges for an outdoor meter installation or other metering changes as may be required by the Company. Failure to enter into such an agreement or failure to comply with the terms of such an agreement shall be cause to discontinue service in accordance with any applicable rules of the Company or Commission.

Restoration of service will be made upon receipt of reasonable assurance of the customer's compliance with the Company's approved Standard Rules and Regulations.

2. **Customer Owned Facilities** - The Company reserves the right to deny or terminate service to any customer whose wiring or equipment shall constitute a hazard to the Company's equipment or its service to others. However, it disclaims any responsibility to inspect the customer's wiring, equipment or any subsequent wiring changes or modifications and shall not be held liable for any injury or damage or billing errors resulting from the condition thereof.

- a. The customer shall be responsible for inadequate performance of such facilities. Before purchasing equipment or installing wiring, it shall be the customer's responsibility to check with the Company as to the characteristics of the service available. Any changes required to bring customer's service into compliance with code will be paid for by customer. The Company reserves the right to make reasonable service charges for work performed by Company personnel resulting from malfunction of the customer's facilities.
- b. The customer shall be responsible for notifying the Company of any additions to or changes in the customer's equipment which might exceed the capacity of the Company's facilities, or otherwise affect the quality of service. The customer shall also be responsible for the installation of auxiliary or standby equipment and of alarms and protective devices as required to provide reasonable protection in the event of disturbance or interruption of electrical service. The customer shall install and maintain the necessary devices to protect his equipment against service interruptions and other disturbances on the Company's system, as well as the necessary devices to protect the Company's facilities against overload caused by the customer's equipment. Characteristics and installation of all such equipment or devices shall meet the approval of the Company.

C. Use of Service

Each customer shall, as soon as electric service becomes available, purchase from the Company practically all electric energy used on the premise, and shall become liable for all charges incurred in the purchase of said

Continued to Sheet No. C-4.00

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C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-3.00

electrical energy from the Company. Standby and/or supplemental on-site generation may be utilized only if approved by the Company and properly connected so as to prevent parallel operations with the Company's system.

1. Notice of Intent

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

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

- b. Termination - Any customer desiring termination of service shall so notify the Company a minimum of five (5) working days in advance so the service may be discontinued on a mutually agreeable date. Customers failing to give proper notice of intent to vacate the premises may be held responsible for use of service until a meter reading acceptable to the Company is obtained.

2. Conditions of Use

The customer shall not use the service in any way that causes a safety hazard, endangers the Company's facilities, or disturbs service to other customers. Failure to comply with this provision may result in discontinuance of the customer's service.

Customer shall install only such motors or other apparatus or appliances as are suitable for operation with the character of the service supplied by Company, and electric energy must not be used in such a manner as to cause detrimental voltage fluctuations or disturbances in Company's distribution system.

Continued to Sheet No. C-5.00

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Replaces Original Sheet No. C-5.00

C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-4.00

3. Diversion of Service and Unauthorized Reconnection of Service

When the company determines from reasonable evidence that a customer has obtained electric service, in whole or in part, whether intentionally or not, by means of devices or methods which interfere with the proper metering of such services, the Company reserves the right to estimate and present to such customer for immediate payment a bill to include the following:

a. The deficiency in revenue occasioned by such interference with the proper metering for the entire period of such diversion as determined from inspection of the customer's meter record and/or the customer's admission of the duration of such interference or any other evidence indicating the duration and extent of such interference. If the date of the interference cannot be determined, the customer may be back billed in accordance with R 460.3309(4).

b. The cost of any and all damage done to the Company's equipment due to such interference with its metering.

c. The cost incurred by the Company in investigation and correction of the diversion (such as the cost of installing, reading, testing, and removing meters, and such other incidental costs).

When the company determines from reasonable evidence that a customer has reconnected electric service without authorization, the Company reserves the right to present to such customer for immediate payment a bill to include costs listed in paragraph b. and c. above.

4. Nonstandard Service

Customers shall be liable for the cost of any special installation necessary to meet particular requirements for service at other than standard voltages or for the supply of closer voltage regulation than required by standard practice.

The usual supply of electric service shall be subject to the provision of MPSC rules, but where special service-supply conditions or problems arise for which provision is not otherwise made, the Company may modify or adapt its supply terms to meet the peculiar requirements of such case.

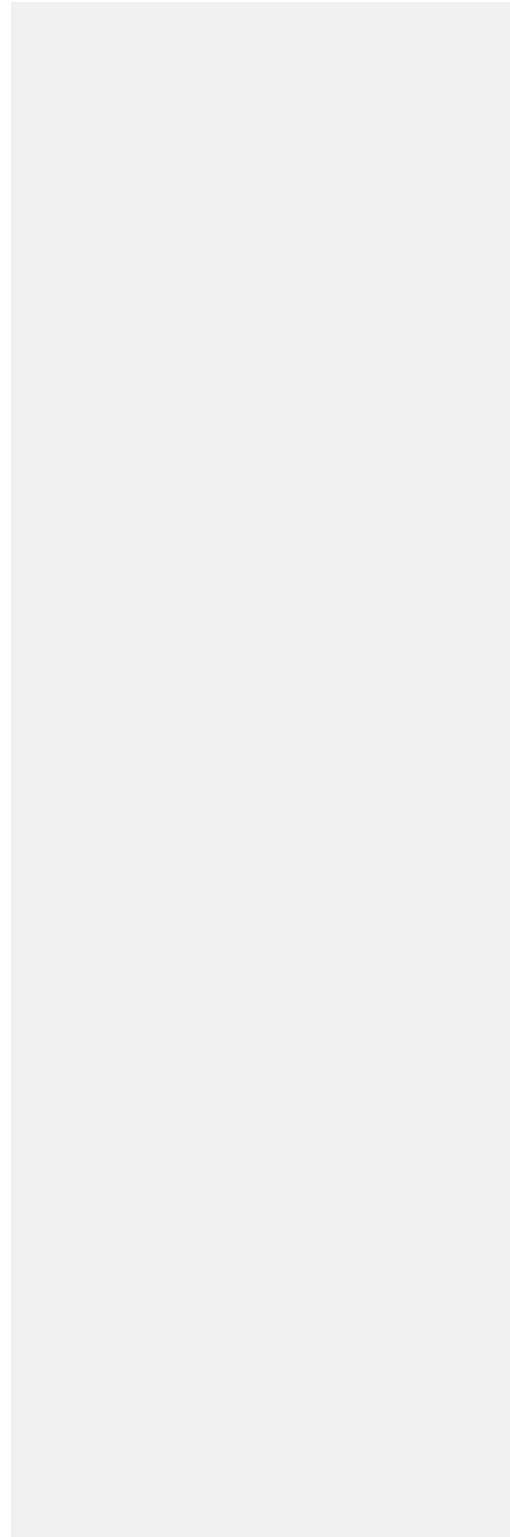
The Company reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of contract, minimum bills, or other service conditions with respect to customers whose establishments are remote from the Company's existing suitable facilities, or whose service requirements exceeds the capabilities of the Company system in the area, or otherwise necessitate unusual investments by the Company in service facilities or where the permanence of the service is questionable.

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C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-5.00

R 5. Resale of Electric Energy

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

R 6. Service to Single Metering Points

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

Where, in the Company's opinion, the temporary or transient nature of the proposed ultimate use, physical limitation on extensions, or other circumstances, make it impractical for the Company to extend or render service directly to the ultimate user, energy may be purchased by a customer of the Company for resale to others.

Where electric energy is resold with the Company's approval, service to each ultimate user shall be separately metered, and the ultimate user shall be served and charged for such service under the appropriate rate for such service. The Company will be under no obligation to furnish or maintain meters or other facilities for the resale of service by the reselling customer to the ultimate user.

R 7. Point of Attachment

Where suitable service is available, the Company will install service connections from its distribution lines to a suitable point of attachment on the customer's premises designated by the Company. Where the customer requests a point of attachment other than that specified by the Company, and such alternative point of attachment is approved by the Company, the cost of installing additional intermediate supports, wires or fixtures necessary to reach the point of attachment requested by the customer, shall be borne by the customer.

Should it become necessary for any cause beyond the Company's control to change the location of the point of attachment of service connections, the entire cost of any changes in the customer's wiring made necessary thereby shall be borne by the customer.

A service connection will not be made unless the customer has installed his service entrance facilities in compliance with code requirements and specifications set forth by the Company.

Continued to Sheet No. C-7.00

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UPPER PENINSULA POWER COMPANY

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1st Rev. Sheet No. C-7.00
Replaces Original Sheet No. C-7.00

C2. Standard Rules & Regulations—Terms and Conditions of Service

Continued from Sheet No. C-6.00

The customer may be required to provide at no expense to the Company space for Company facilities on the customer's premises.

For overhead service, the location of the point of attachment must be such that the Company's service conductors can be installed without attachment to the building in any other locations.

For underground service, the point of attachment may be on the building, meter pedestal, or other agreed point.

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

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

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

If the above conditions are not met, such installation and service facilities shall be considered to be Temporary Service as applicable under Rule III.B.12.

D. Nature and Quality of Service

The Company will endeavor to, but does not guarantee to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits.

The Company shall not be liable for interruptions in the service, phase failure or reversal, or variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Company's control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of customers or third parties; operation of safety devices except when such operation is caused by the negligence of the Company, absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, facilities or equipment when the Company has carried on a program of maintenance consistent with the general practices prevailing in the industry; act of God; war; action of the elements; storm or flood; fire; riot; labor dispute or disturbances; or the exercise of authority or regulation by governmental or military authorities.

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C2. Standard Rules & Regulations—Terms and Conditions of Service

Continued from Sheet No. C-7.00

The customer shall be responsible for giving immediate notice to the Company of interruptions or variations in electric service so that appropriate corrective action can be taken.

The Company reserves the right to temporarily interrupt service for construction, repairs, emergency operations, shortages in power supply, safety and State or National emergencies and shall be under no liability with respect to any such interruption, curtailment or suspension.

E. Metering and Metering Equipment

The customer shall provide, free of expense to the Company and close to the point of service entrance, a space suitable to the Company for the installation of the necessary metering equipment. The customer shall permit only authorized agents of the Company or other persons lawfully authorized to do so, to inspect, test or remove the same. If the meters or metering equipment are damaged or destroyed through the neglect of the customer, the cost of necessary repairs or replacements shall be paid by the customer.

The Company reserves the right to make final decision with respect to methods and equipment used in measurement of loads for billing purposes.

1. Meter Testing - All testing of metering equipment will be done by qualified personnel, either Company employees or by independent agents meeting the requirements of both the Company and the Commission. The Company may, at its option, either conduct field tests on the customer's premises, or remove metering equipment for shop testing.

a. Routine Tests - The Company will, through test procedures established by the Commission, endeavor to maintain its metering equipment within the accuracy limits prescribed by the Commission.

b. Tests Requested by Customer - Tests of individual meters will be made upon request of the customer, with payment of a meter test fee in advance of test. The Company reserves the right to refuse to test any meter upon request more frequently than once in six (6) months. If such test reveals meter registration of more than 102% of that of the test equipment, the charge will be refunded and a billing adjustment made. If meter accuracy is found to be within the plus or minus two percent (2%) accuracy range, the charge will not be refunded and a billing adjustment will not be required. When it appears that there may be sufficient reason to question meter accuracy (for example, a marked increase in metered consumption without a corresponding change in a customer's living or working patterns or in the number and kind of appliances or equipment in use on the customer's premises), the Company may waive the meter test charge or it may install a second meter, at no charge to the customer, to provide check readings.

c. Failure to Register - When a meter has stopped, or has failed to register all of the energy used, the Company will make a charge to the customer for the energy estimated to have been used.

Continued to Sheet No. C-9.00

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C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-8.00

2. Location of Meters - Meters for all single family residential service will be installed outdoors. Meters for other services may be installed outdoors if they are located so they are protected from traffic and are readily accessible for reading and testing. Meters which must be protected from inclement weather while being serviced or tested shall be located indoors or in a suitable housing where such work can be performed.

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

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

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

~~F. Special Charges~~

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

~~1. Special Meter Readings~~

~~a. When the Company, at the request of the customer:~~

~~(1) Reads a meter on a day other than the scheduled meter reading date, and/or~~

~~(2) Issues a written bill on a day other than the scheduled billing date.~~

~~The customer will be billed a \$30.00 charge unless there is a change in the customer of record.~~

~~b. The customer may read his/her meter(s) and provide the reading(s) to the Company. The Company will then calculate the amount due and provide this information to the customer at no cost.~~

3. Non-Standard Meter Provision

a. Customers served on Residential Service have the option to choose a Non-Standard meter. For a customer to be eligible to participate in the Non-Standard Meter Provision, the customer must have a meter that is accessible to Company employees and the customer shall have zero instances of unauthorized use, theft, fraud and/or threats of violence toward Company employees.

b. A customer electing the Non-Standard Meter Provision will have a Non-Standard Meter installed at their premises, have the meter read manually monthly, and be subject to the following charges:

i. Upfront Charge: \$62.25, a one-time charge per billing meter per request

ii. Monthly Charge: \$14.26, per month charge at each premise as defined by the Company's Standard Rules and Regulations. Multiple metered units shall be charged per billing meter.

c. A Customer whose current meter is a Standard Meter and requests a Non-Standard Meter will pay the Upfront Charge at the time they request this option but will not pay the monthly charge until the Non-Standard Meter is installed.

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Continued to Sheet No. C-10.00

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By ~~J F Schott~~ G R Haehnel

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C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-9.00

F. Special Charges

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

1. Special Meter Readings

a. When the Company, at the request of the customer:

(1) Reads a meter on a day other than the scheduled meter reading date, and/or

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The customer will be billed a \$30.00 charge unless there is a change in the customer of record.

b. The customer may read his/her meter(s) and provide the reading(s) to the Company. The Company will then calculate the amount due and provide this information to the customer at no cost.

Continued to Sheet No. C-11.00

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C2. Standard Rules & Regulations—Terms and Conditions of Service

Continued from Sheet No. C-10.00

2. Meter Test Charge \$33.00

3. Reconnection Billing - Same Customer

The Company's rate schedules assume continuous use of service for extended periods and do not contemplate temporary disconnection except in those cases where it is requested by seasonal customers or others who occupy premises part of the time. Temporary disconnection by any customer shall not void responsibility for annual minimum charges or payment of the annual monthly fixed charge. In the event of disconnection, when service is resumed at the same premises by the same customer within a 12-month period, and if there has been no service at such location to another customer during the intervening period, the customer shall be billed the fixed charges* for the disconnection period, plus a charge shall be made according to the following conditions:

a. For the general electric service the charge shall be:

During Regular Hours** - All Territory Served	\$60.00
Outside Regular Hours - All Territory Served	\$90.00

b. For separately metered service (water heating, space heating, etc.), there shall be no additional charge when such service is reconnected along with the customer's general electric service.

* These fixed charge billings shall not apply to customers disconnected for nonpayment.

** Regular Hours are defined as Monday through Friday, 7:00am to 3:30pm CST (Iron River System) and 7:30am to 4:00pm EDT (Integrated System), not including those days designated as company holidays or legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

c. The appropriate regular or outside regular hours charges will apply in situations when returning to the customer's location a second (and each subsequent) time to perform required work, when the second (and each subsequent) call is required due to the customer not being present or being ready for the Company to perform the requested work.

4. Unhonored Checks And Electronic Transfers

When a customer issues a check or authorizes an electronic transfer payment to the Company that a bank or other financial institution fails to honor (for reasons of insufficient funds, account closed, stop payment order issued, etc.), the customer shall be billed an additional charge of \$20.00 per check or electronic transfer.

5. Connection or Disconnection Outside Regular Working Hours

When application is made for service with the request that meters be connected or disconnected outside regular hours or on Saturdays, Sundays or holidays, the charges specified for reconnections outside regular hours shall apply.

Continued to Sheet No. C-12.00

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

4th Rev. Sheet No. C-11.00
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C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-10.00

2. Meter Test Charge \$33.00

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C2. Standard Rules & Regulations—Terms and Conditions of Service

Continued from Sheet No. C-11.00

G. Other Conditions of Service

1. Service Disconnect - Service to the customer's premises may be disconnected by the Company under the following conditions:
 - a. At Customer's Request
 - (1) Upon Termination - The Company will disconnect service with no charge to the customer upon due notice as provided elsewhere in these rules. However, if restoration of service at the same location is requested by the same customer or property owner(s), a reconnect charge will be applied. The reconnect charge will be increased by the amount of the minimum charge in the applicable rate schedule for the months service was disconnected, provided such reconnect is made during the twelve (12) month period immediately following disconnect.
 - (2) For Repairs - The Company will temporarily disconnect service to facilitate repairs or other work on the customer's equipment or premises. Special service charges as set forth in Section II, F, will be applicable.
 - b. At Company's Option - Commercial and Industrial
(Also see Rule II, D)
 - (1) With Due Notice - The Company may disconnect service upon due notice for any of the following reasons:
 - (a) For violation of these rules and regulations.
 - (b) For failure to fulfill contractual obligations.
 - (c) For failure to provide reasonable access to the customer's premises.
 - (d) For failure to pay any bill within the established collection period.
 - (e) For failure to provide deposits as provided elsewhere in these rules.
 - (f) Upon written notice from governmental inspection authorities of condemnation of the customer's facilities or premises.
 - (g) For fraudulent representation as to the use of service.

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C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-12.00

- (2) Without Notice - The Company reserves the right to disconnect service without notice for any of the following reasons:
- (a) Where hazardous conditions exist in the customer's facilities.
 - (b) Where the customer's use of service adversely affects the Company's facilities or service to other customers.
 - (c) For unauthorized reconnection after disconnection with due notice.
 - (d) For unauthorized use of or tampering with the Company's service or facilities.
- (3) Reconnect - After service has been discontinued at the Company's option for any of the above reasons, service will be reconnected only after the customer has taken necessary corrective action and made satisfactory arrangement for payment of all fees and charges, including any applicable reconnect fees and deposits to guarantee payment for service.

2. Rate Application - The rates specified in this schedule are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the customer, unless otherwise provided for in these rules and regulations. In no case may service be shared with another or transmitted off the premises at which it is delivered. Service at different points and at different premises shall be separately metered and separately billed.

- a. Selection of Rates - In some cases the customer is eligible to take service under any one or two or more rates. Upon request, the Company will advise the customer in the selection of the rate which will give him the lowest cost of service, based on the information provided to the Company, but the responsibility for the selection of the rate lies with the customer.

After the customer has selected the rate under which he elects to take service, the customer will not be permitted to change from that rate to another rate until at least twelve months have elapsed. Neither will the customer be permitted to evade this rule by temporarily terminating service. However, the Company may, at its option, waive the provisions of this paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate.

No refund will be made of the difference in charges under different rates applicable to the same class of service.

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C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-13.00

- b. Apartment Buildings and Multiple Dwellings - An apartment building or multiple dwelling shall be considered as one containing nine or more rooms in which single rooms, suites or groups of rooms have individual cooking and kitchen sink accommodations. Service supplied through a single meter to an apartment building or multiple dwelling containing less than three apartments may be billed on the residential service rates on a single customer basis. Service supplied through a single meter to an apartment building or multiple dwelling containing three or more apartments shall be billed in accordance with the following provisions:
- (1) Apartment Buildings or Multiple Dwellings Containing Three or Four Apartments - The customer may have the option of being billed under either the Residential Service Rate, the Residential Electric Heating Service Rate for electric heating customers, or the appropriate General Service or Commercial and Industrial Service Rate. For the purpose of billing under either the Residential Service Rate, or the Residential Electric Heating Service Rate, the initial charge, the kilowatt-hour blocks and the minimum charge shall be multiplied by the number of apartments served through one meter.
 - (2) Apartment Buildings or Multiple Dwellings Containing Five or More Apartments - The customer shall be billed under the appropriate General Service or Commercial and Industrial Service Rate.
 - (3) "Master Metering" will be limited to existing customers.
- c. Homes or Dormitories for Groups Other Than Private Family Units Service supplied through a single meter to rooming houses, dormitories, nurses' homes, and other similarly occupied buildings containing sleeping accommodations for more than six persons shall be classified as commercial and billed on the appropriate service rate.
- d. Farm Service - Service shall be available to farms for residential use under either the Residential Service Rate, or the Residential Electric Heating Service Rate for heating customers, and in addition service may be used through the same meter for any purpose as long as such use is confined to service for the culture, processing and handling of products grown and used on the customer's farm. Use of service for purposes other than set forth above shall be served and billed on the appropriate Commercial Rate.

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C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-14.00

e. Seasonal Service - A seasonal customer is defined as one who normally occupies premises only during the summer months, or only during the winter months.

3. Power Factor Billing Adjustment

Use of energy by the Customer shall be maintained at a power factor of eighty-five percent (85%). Should the Customer's average power factor fall below eighty-five percent (85%), during the period of maximum use in a billing month, then the demand charge for billing purposes will be adjusted by applying a fraction the numerator of which shall be eighty-five percent (85%) and the denominator the actual power factor. The Company may, at its option, determine the power factor by test or by permanently installed measuring equipment.

H. Budget Billing Plan

1. Definition: The Budget Billing Plan distributes the estimated annual payments required into equal amounts over a 12-month period to lessen the impact of large bills incurred in a few consecutive months.

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2. Availability: The Budget Billing Plan is available to all prospective and existing year-round residential customers and to all commercial accounts for which the primary purpose of the service is to provide for residential living.

3. Budget Amount and Administration: The monthly budget amount shall be calculated by the Company on the basis of the estimated consumption and estimated applicable rates through the end of the budget year. A budget year begins with the customer's first bill on the budget plan and ends after 12 months.

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An applicant for a budget plan shall be informed at the time of application, that budget amounts shall be reviewed and changed at the six, nine, and twelve month billing, if necessary, in order to reflect current circumstances. Adjustments to the budget amount will be made with the objective that the customer's underbilled or overbilled balance in the 12th month of the budget year shall be less than or equal to one-month's budget amount. Customers on the budget payment plan shall be notified of adjustments through either a bill insert or message on the bill. When an adjustment is made to a budget payment amount, the customer will be informed of the adjustment at the same time the bill containing the adjustment is rendered.

Continued to Sheet No. C-16.00

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C2. Standard Rules & Regulations—Terms and Conditions of Service

Continued from Sheet No. C-15.00

Customers who have arrearages shall be allowed to establish a budget payment plan by signing a Settlement Agreement for the arrears. The Settlement Agreement payment amount is not subject to the late payment charge. However, budget payment plans shall be subject to the late payment charge. In addition, if a budget payment is not paid, the customer shall be notified with the next billing that if proper payment is not received subsequent to this notification, the next regular billing may effectuate the removal of the customer from the budget and reflect the appropriate amount due.

At the end of the budget year, if an underbilled or overbilled balance exists in a customer's account, the balance shall be handled as follows:

- a. A customer's debit balance will be applied to the final bill for the budget year and become due or, at the customer's option, will be paid in full or on a deferred basis.
- b. A customer's credit balance will be applied against the customer's account or, at the customer's option, a refund will be made. If a customer has a credit balance of more than \$10 at the end of the program year, upon the request of the customer, the utility shall return the credit balance.

4. Determination of Budget Amount: The regular budget amount is determined by taking the actual energy related bill amount and dividing this by the number of billing days in the period to get average cost per day. This average cost per day is then multiplied by 30 to determine a monthly amount. The monthly amount may be multiplied by a multiplier for rates and a multiplier for weather.

5. Billing Method: The difference between actual service used and the budget amount is calculated monthly during the budget year. The adjustment may be a charge or credit to make the amount due for current service, including yard lighting, equal to the budget amount. The adjustment is printed on all bills during the customer's budget year.

All budget accounts are billed as scheduled each month. The readings are estimated if an actual reading is not obtained. The adjustment to any "late cycle" billing of budget accounts is made equal to the amount of the billing, since the budget amount has already been billed.

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C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-16.00

The difference between the actual billing and budget amount (the adjustment) is accumulated each month and noted on the bottom of the bill and may be a charge or credit.

The amount remaining is applied to the bill due at the end of the customer's budget year unless the customer discontinues service before that time or the budget is canceled. If the budget amount is accurate, the weather is normal, and there are no rate or tax changes, the balance should be roughly equal to the budget amount. The budget balance is applied to the final bill if the customer discontinues service.

I. Preferred Due Date Billing Service

1. Available to residential, and small commercial customers.
2. Upon request by a customer, the Company will set the electric service bill due date as requested by the customer. The customer can choose the following options for their bill due date:
 - a. 10, 15, or 20 days from the bill mail date.
3. Customers will be removed from the Preferred Due Date Billing Service if payment is not received by the date of the billing of the 2nd billing cycle. Customers can return to the Preferred Due Date Billing Service upon working out payment arrangements with the Company.
4. Once a Preferred Due Date is selected, customers may change their Preferred Due Date only once per calendar year.

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2nd Rev. Sheet No. C-18.00
Replaces 1st Rev. Sheet No. C-18.00

C2. Standard Rules & Regulations-Terms and Conditions of Service

Continued from Sheet No. C-17.00

5. Except as provided by the Preferred Due Date Billing Service, all other practices relating to the Discontinuation of Service will be provided in accordance with the Consumer Standards and Billing Practices for Residential Electric Service, and the Billing Practices Applicable to Commercial and Industrial Electric Customers.

J. Billing for Fractional Month's Electric Service

When a customer's use of service is for a fractional month, the Company will, unless specific provision would conflict, prorate the bill for the period on the following basis:

1. Block Type Rates

a. Initial Bills

- (i) 10 days or less - include consumption in next billing
- (ii) 11 days to 24 days inclusive - prorate on a daily basis
- (iii) 25 days to 35 days inclusive - bill as one month
- (iv) Over 35 days - prorate on a daily basis

b. Pick-Up Billing

- (i) 25 to 35 days inclusive - bill as one month
- (ii) All others - prorate on a daily basis

c. Final Bills

- (i) 25 to 35 days inclusive - bill as one month
- (ii) All others - prorate on a daily basis

2. Demand Type, Street Lighting, and Outdoor Lighting

Prorate part-months bills on a daily basis

3. Temporary Customers

Customers whose total length of service is less than 30 days - bill as one month

4. Annual Minimums

Prorate part year on a monthly basis

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Marquette, Michigan

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D1. Power Supply Cost Recovery**PSCR****A. PSCR Factors:**

All rates for electric service shall include an amount up to the Power Supply Cost Recovery Factor (the PSCR Factor) for the specified billing period as set forth below.

The PSCR Factors for a given month will consist of an increase or decrease of 0.010623 mills per kWh for all customers in the Integrated System and in the Iron River System for each full 0.01 mill increase or decrease in the projected power supply costs for that month above or below a cost base of 42.90 mills per kWh, rounded to the nearest one-hundredth of a mill per kWh. The projected power supply costs per kWh shall equal the total projected net power cost in that month divided by the sum of that month's projected net system kWh requirements. Net system kWh requirements shall be the sum of net kWh generation and net kWh purchased and interchanged.

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

B. Monthly Reports:

Not more than 45 days following the last day of each billing month in which a PSCR 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 PSCR Factor and the allowance for cost of power supply included in the base rates established in the latest Commission order for the Company and the cost of power supply.

C. Annual Reconciliation:

All fuel cost and purchased and net interchanged power revenues received by the Company, whether included in base rates or collected pursuant to a fuel and purchased power cost adjustment clause or a power supply cost recovery clause, shall be subject to annual reconciliation with the cost of fuel and purchased and net interchanged power. Such annual reconciliations shall be conducted in accordance with the reconciliation procedures described in Section 6j (12) to (18) of 1939 PA 3, as amended, including the provisions for refunds, additional charges, deferral and recovery, and shall include consideration by the Commission of the reasonableness and prudence of expenditures charged pursuant to any fuel and purchased power cost adjustment clause in existence during the period being reconciled.

Continued on Sheet No. D-2.00

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC
(2019 PSCR Plan, Case No. U-20229)

141th Revised Sheet No. D-2.00
Replaces 140th Revised Sheet No. D-2.00

D1. Power Supply Cost Recovery

PSCR

Continued from Sheet No. D-1.00

Should the Company apply lesser factors than those below, or if the factors are later revised pursuant to Commission Orders or 1982 PA 304, the Company will notify the Commission and file a revision of the following list.

ALL CLASSES

Billing Months	Power Supply Cost Recovery Factors			
	Authorized 2019 Plan Year PSCR Factor \$/kWh	Prior Years Over/Under Recovery Factor \$/kWh	Maximum Authorized 2019 PSCR Factor \$/kWh	Actual Factor Billed \$/kWh
January 2019	(\$0.01591)	(\$0.00123)	(\$0.01714)	(\$0.03400)
February 2019	(\$0.01591)	(\$0.00123)	(\$0.01714)	(\$0.02200)
March 2019	(\$0.01591)	(\$0.00123)	(\$0.01714)	(\$0.01995)
April 2019	(\$0.01591)	(\$0.00123)	(\$0.01714)	(\$0.01714)
May 2019	(\$0.01591)	(\$0.00123)	(\$0.01714)	(\$0.01714)
June 2019	(\$0.01591)	(\$0.00123)	\$0.0000	
July 2019	(\$0.01591)	(\$0.00123)	\$0.0000	
August 2019	(\$0.01591)	(\$0.00123)	\$0.0000	
September 2019	(\$0.01591)	(\$0.00123)	\$0.0000	
October 2019	(\$0.01591)	(\$0.00123)	\$0.0000	
November 2019	(\$0.01591)	(\$0.00123)	\$0.0000	
December 2019	(\$0.01591)	(\$0.00123)	\$0.0000	

Continued on Sheet No. D-3.00

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Effective Jan - Dec
2019 Billing Months
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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

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Replaces 10th Revised Sheet No. D-3.00

D1. Power Supply Cost Recovery					PSCR
Continued from Sheet No. D-2.00					
<u>ALL CLASSES</u>					
Power Supply Cost Recovery Factors					
R		Authorized	Prior Years	Maximum	
R		2018	Over/Under	Authorized	Actual
		Plan Year	Recovery	2018	Factor
		PSCR Factor	Factor	PSCR Factor	Billed
	Billing Months	\$/kWh	\$/kWh	\$/kWh	\$/kWh
R	January 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.02474)
R	February 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.02474)
R	March 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.02474)
R	April 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.02474)
R	May 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.03000)
R	June 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.03000)
R	July 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.03000)
R	August 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.03000)
R	September 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.03000)
R	October 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.03000)
R	November 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.03400)
R	December 2018	(\$0.01665)	\$0.00000	(\$0.01665)	(\$0.03400)

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2018 Billing Months
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D2. Residential Service**A-1****WHO MAY TAKE SERVICE:**

Any residential customer in a single family dwelling or a duplex using service for domestic purposes. This rate is also available to certain multiple dwellings in accordance with the standard rules. Services to garages and outbuildings not used for commercial purposes will also be classified as residential. Farm customers using electric service for the production of agricultural products for commercial purposes will be placed on the appropriate commercial rate. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120/240 volts.

RATE: DISTRIBUTION SERVICE**Service Charge:**

\$15.00/Mo. for Year-Round
\$0.4932/Day for Year-Round
\$30.00/Mo. for Seasonal
\$0.9863/Day for Seasonal

Energy Charge:

\$0.10760 per kWh for all kWh

POWER SUPPLY SERVICE (Optional)**Energy Charge:**

Non-Capacity \$0.05582 per kWh for all kWh
Capacity \$0.02461 per kWh for all kWh

MINIMUM CHARGE:

The service charge included in the rate.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

Continued on Sheet No. D-5.00

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D2. Residential Service**A-1**

Continued from Sheet No. D-4.00

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

SEASONAL BILLING:

Service shall be billed for six months. Billing cycles for the business months of May through October shall apply for facilities normally utilized during summer months and November through April for facilities normally utilized during winter months.

Service may remain connected during the off-season, and incidental use during such period may be included with the first billing of the following season, however, the Company may issue bills for electric service to seasonal electric customers during the off-season period if the customer's electric usage since the last issued bill exceeds 500 kWh of electric energy.

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D2. Residential Service**A-2**

This sheet has been cancelled and is reserved for future use.

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D2. Residential Service

A-2

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D2. Residential Heating Service**AH-1****WHO MAY TAKE SERVICE:**

Any residential customer in a single family dwelling or a duplex using service for domestic purposes, provided the major electric space heating facilities are permanently installed and are the primary source of space heating. This rate is also available to certain multiple dwellings in accordance with the standard rules. Services to garages and outbuildings not used for commercial purposes will also be classified as residential. Farm customers using electric service for the production of agricultural products for commercial purposes will be placed on the appropriate commercial rate. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120/240 volts.

RATE: DISTRIBUTION SERVICE**Service Charge:**

\$15.00 per month

\$0.4932 per day

Energy Charge:

For billing months of June through September

\$0.10760 per kWh for all kWh

For billing months of October through May

\$0.10760 per kWh for the first 500 kWh

\$0.05380 per kWh for the excess

POWER SUPPLY SERVICE (Optional)**Energy Charge:**

For billing months of June through September

Non-Capacity \$0.05587 per kWh for all kWh

Capacity \$0.02456 per kWh for all kWh

For billing months of October through May

Non-Capacity \$0.05587 for the first 500 kWh

Capacity \$0.02456 for the first 500 kWh

Non-Capacity \$0.05587 for the excess kWh

Capacity \$0.02456 for the excess kWh

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

MINIMUM CHARGE:

The service charge included in the rate.

Continued on Sheet D-9.00

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D2. Residential Heating Service**AH-1**

Continued from Sheet D-8.00

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

RULES APPLYING:

- 1) Service is governed by the Company's Standard Rules and Regulations.
- 2) Separately metered water heating on a separate circuit is available under rate "A-1".
- 3) Permanently installed heating equipment is heating equipment that is hard-wired into an electric panel which may or may not have a plug.

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D2. General Service**C-1****WHO MAY TAKE SERVICE:**

Any customer for commercial or industrial purpose with a billing demand of less than 25 kW. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

CHARACTER OF SERVICE:

Single or three-phase, alternating current, 60 hertz at standard available voltages.

RATE: DISTRIBUTION SERVICE:

Service Charge:

\$17.00 per month

\$0.5589 per day

Energy Charge:

\$0.07384 per kWh for all kWh

POWER SUPPLY SERVICE (Optional)

Energy Charge:

Non-Capacity \$0.06503 per kWh for all kWh

Capacity \$0.02181 per kWh for all kWh

MINIMUM CHARGE:

The service charge included in the rate, plus the energy optimization surcharge.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

RULES APPLYING:

- (1) Service is governed by the Company's Standard Rules and Regulations.
- (2) Conjunctional billing will not be permitted in cases where the customer is presently being served lighting and power loads through separate meters. In these instances, whenever the customer at his expense will arrange his wiring to receive energy through one single metered service, then this rate shall apply to his entire requirements.

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D2. Commercial Heating Service**H-1****WHO MAY TAKE SERVICE:**

Any customer for commercial purposes provided that their electric space heating facilities are permanently installed and are the primary source of space heating. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

CHARACTER OF SERVICE:

Single or three-phase, alternating current, 60 hertz, nominally at 120/240 volts.

RATE: DISTRIBUTION SERVICE**Service Charge:**

\$17.00 per month

\$0.5589 per day

Energy Charge:

For billing months of June through September

\$0.07384 per kWh for all kWh

For billing months of October through May

\$0.07384 per kWh for first 1000 kWh

\$0.03692 per kWh for the excess

POWER SUPPLY SERVICE (Optional)**Energy Charge:**

For billing months of June through September

Non-Capacity \$0.06529 per kWh for all kWh

Capacity \$0.02155 per kWh for all kW

For billing months of October through May

Non-Capacity \$0.06529 per kWh for first 1000 kWh

Capacity \$0.02155 per kWh for first 1000 kWh

Non-Capacity \$0.06529 per kWh for the excess

Capacity \$0.02155 per kWh for the excess

MINIMUM CHARGE:

The service charge included in the rate, plus the energy optimization charge.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

Continued to Page D-14.10

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D2. Commercial Heating Service**H-1**

Continued from Page D-14.00

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

RULES APPLYING:

- 1) Service is governed by the Company's Standard Rules and Regulations.
- 2) Permanently installed heating equipment is heating equipment that is hard-wired into an electric panel which may or may not have a plug.

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D2. Light and Power Service**P-1****WHO MAY TAKE SERVICE:**

Any customer for light and power purposes with a billing demand equal to or greater than 25 kW but less than 200 kW. To qualify, the customer must maintain a demand equal to or greater than 25 kW for three consecutive months and at least once in each succeeding twelve-month period. Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

CHARACTER OF SERVICE:

Single or three-phase, alternating current, 60 hertz at standard available voltages.

RATE: DISTRIBUTION SERVICE

Service Charge:
\$35.00 per month
\$1.1507 per day

R

Demand Charge:
\$6.85 per kW per month

R

Energy Charge:
\$0.03323 per kWh for all kWh

POWER SUPPLY SERVICE (Optional)

Demand Charge:
Capacity \$7.32 per kW per month
Non-Capacity \$2.53 per kW per month

R

Energy Charge:
\$0.06513 per kWh for all kWh

R

MINIMUM CHARGE:

The capacity charge for 25 kW or the contract minimum, whichever is greater, plus the energy optimization charge.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

D

D

POWER FACTOR BILLING ADJUSTMENT:

D

This rate is subject to the Company's Power Factor Billing Adjustment.

Continued on Sheet No. D-17.00

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D2. Light and Power Service**P-1**

Continued from Sheet No. D-16.00

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the maximum 15-minute demand during the month but not less than 25 kW.

D

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

6th Rev. Sheet No. D-25.10
Replaces 5th Rev. Sheet No. D-25.10**D2. Large Commercial & Industrial Service****Cp-U**WHO MAY TAKE SERVICE:

This schedule is applicable to customers whose monthly demand is equal to or greater than 200 kW for three consecutive months and at least once in each succeeding 12 month period and others taking standby service. This service is not available for customers required to take service under the Power Supply Default Service. Customers taking service under the Retail Access Service Tariff (RAST) shall be responsible for the Distribution Charges but not the Power Supply Charges under this rate schedule. Customers that purchase power supply service from the Company shall be subject to both the Distribution and Power Supply charges contained in this rate schedule.

Customers that take service directly from the company-owned substation (i.e. Company owns no distribution facilities downstream of substation) will be classified as Transmission and receive the Substation Transformer Capacity charge.

MONTHLY RATE

		Secondary	Primary	Transmission
<u>DISTRIBUTION SERVICE</u>				
<u>Customer Charge:</u>				
	Monthly	\$250.00	\$325.00	\$750.00
	Daily	\$8.2192	\$10.6849	\$24.6575
<u>Demand Charge</u>				
R	1. <u>Customer Demand: \$/KW</u>	\$6.62	\$3.07	\$0.00
	Per KW of maximum demand during the current and preceding 11 months, plus,			
	2. <u>On-Peak</u>			
R	Firm Demand: \$/KW	\$5.52	\$3.23	\$2.38
R	Interruptible Demand: \$/KW	\$5.52	\$3.23	\$2.38
	7:00 AM to 11:00 PM; Monday through Friday (except holidays).			
R	<u>Substation Transformer Capacity: \$/kVA</u>			\$0.87

Continued to Sheet No. D-25.20

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

6th Rev. Sheet No. D-25.20
Replaces 5th Rev. Sheet No. D-25.20

D2. Large Commercial & Industrial Service				Cp-U
Continued from Sheet No. D-25.10				
		Secondary	Primary	Transmission
<u>POWER SUPPLY SERVICE (Optional)</u>				
	<u>On-Peak</u>			
	<u>Firm Demand: \$/kW</u>			
R	Capacity	\$6.11	\$5.89	\$5.68
R	Non-Capacity	\$2.46	\$2.39	\$2.32
R	Total	\$8.57	\$8.28	\$8.00
	<u>Interruptible Demand: \$/kW</u>			
R	Capacity	\$0.59	\$0.43	\$0.27
R	Non-Capacity	\$0.48	\$0.35	\$0.23
R	Total	\$1.07	\$0.78	\$0.50
7:00 AM to 11:00 PM; Monday through Friday (except holidays).				
<u>Energy Charge</u>				
	1. <u>On-Peak</u>			
R	<u>Energy Charge:\$/kWh</u>	\$0.06101	\$0.05881	\$0.05666
7:00 AM to 11:00 PM; Monday through Friday (except holidays).				
	2. <u>Off-Peak</u>			
R	<u>Energy Charge:\$/kWh</u>	\$0.03967	\$0.03823	\$0.03683
11:00 PM to 7:00 AM; Monday through Friday, all day Saturday, Sunday, and holidays.				
<u>MINIMUM CHARGE</u>				
The monthly minimum charge is the customer charge, demand charges, substation charges and the energy optimization charge.				
<u>POWER SUPPLY COST RECOVERY CLAUSE</u>				
This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.				
<u>PRIMARY & TRANSMISSION CHARGES</u>				
The customer shall provide a support for the company to terminate the primary conductors and install other required equipment. Customer owned substation equipment shall be operated and maintained by the customer. The support and substation equipment is subject to the company's inspection and approval.				
<u>ENERGY OPTIMIZATION</u>				
This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D- 73.00.				
<u>DEFINITIONS</u>				
For customers with company metering equipment installed at:				
Secondary Under 6,000 volts				
Primary 6,000 volts to 15,000 volts, inclusive				
Transmission Over 15,000 volts				
Continued to Sheet No. D-25.30				

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D2. Large Commercial & Industrial Service Rules**Cp-U**

Continued from Sheet No. D-25.20

The above listed voltages are phase-to-ground for wye-connected company systems and phase-to-phase for delta-connected company systems.

STANDBY SERVICE

Where service is made available to loads which can be served by a source of power other than the company's (excluding emergency standby maintained in the event of failure of company's supply), billing shall be at the above rate, but the monthly minimum demand charge (total of customer demand charge, on-peak demand charge, and substation transformer capacity charge) for standby service shall be not less than the following per KW of contracted demand:

Cp-U Secondary: \$3.50
Cp-U Primary: \$2.75
Cp-U Transmission: \$2.00

This standby service clause assumes that standby customers shall schedule normal maintenance of the customer-owned source of power during periods of the year that are satisfactory to the company. Accordingly, customers shall advise the company of planned maintenance with as much advance notice as possible. These waivers are granted on a conditional basis. The company will rescind the waiver of increased demand during times of emergency interruptions. The company shall confirm in writing the maintenance schedule that is satisfactory to both parties.

The portion of the on-peak demand shall be billed on a prorated basis on a \$/KW/day basis as shown below.

Pro-ration Formula - Firm Load:

$$\text{On Peak Demand Charge} * \frac{\text{Number of Approved Nonholiday Weekdays in Billing Cycle}}{\text{Number of Nonholiday Weekdays in Billing Cycle}}$$
Pro-ration Formula - Interruptible Load:

$$\text{Variable Interruptible Demand Charge} * \frac{\text{Number of Approved Nonholiday Weekdays in Billing Cycle}}{\text{Number of Nonholiday Weekdays in Billing Cycle}}$$

These billing benefits shall only apply to the unusual portion of the customer's monthly demand. All demands except that portion of the peak load demand resulting from a company-approved maintenance schedule shall be billed as standard normal demand in accordance with all other sections of this rate schedule. The above clause shall not apply to customer-owned generation served under the Standby Service clause of this rate schedule and/or Maintenance Rate of any net metering or parallel generation rate schedule because customers served under these clauses have similar provisions within their clauses.

If the highest demand in any month exceeds the contract demand, the minimum demand charge shall thereafter be based on the highest actual demand. The company may install suitable devices to limit the actual demand to the contract demand and may limit size of standby load to be served under this rate to the available system capacity at the customer's location.

Continued to Sheet No. D-25.40

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D4. Large Commercial & Industrial Service Rules**Cp-U**

Continued from Sheet No. D-25.30

REACTIVE LOAD

The customer shall keep his lagging reactive load at a level that does not exceed his Kw demand and shall not operate with a leading reactive load.

SHORT TERM SERVICE

Short term and temporary service is available to customers requiring service for less than annual periods.

1. a) For holiday/decorative lighting see Schedule SL-X,
 b) For special events or construction see Sheet No. C-19.00, Section
 III - Line Extension Construction Policy Temporary Service.
2. Standard proration rules shall apply to the initial and final billing periods.
3. At the expiration of any month, the customer may cancel his contract for service under these provisions and may contract for one year or more under the standard rate applicable to his service.

VARIATION OF DEMAND

Variation of customer load shall be limited to time changing demand levels which are within system standards of operation as established by the company. Failure to take service in a manner which meets these standards may result in discontinuation of service.

Continued to Sheet No. D-25.50

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D4. Large Commercial & Industrial Service Rules**Cp-U**

Continued from Sheet No. D-25.40

DETERMINATION OF DEMAND

The customer demand in kilowatts shall be the highest single 15 minute integrated load observed or recorded during the current or preceding 11 months. For new Cp-U customers, this demand provision applies on and after the date of transfer to this rate schedule.

The on-peak billing demand in kilowatts shall be the highest single 15 minute integrated load observed or recorded during each respective time period in the month, provided that no billing demand shall be less than 60% of the highest billing demand of the preceding 11 months and, in no case, less than 200 Kw.

Unusual on-peak billing demands approved by advance authority from the company shall be billed but will not be considered in the determination of the 60% ratchet. Customer requests for unusual demands shall be made in advance with as much allowance as possible. The advance authorization from the company shall be confirmed in writing.

HOLIDAYS

The days of the year which are considered holidays are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

ESTIMATION PROCEDURE

In the event of loss of data for calculation of one or more billing parameters, the company shall forecast on the basis of historic billing parameters to obtain an estimate of current month's billing parameters. This estimate shall be subject to modification or replacement based on known and quantifiable operating conditions of the current month.

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D2. Light and Power Service**WP-3****WHO MAY TAKE SERVICE:**

Any customer for light and power purposes with a billing demand equal to or greater than 5,000 kW and a minimum of 500 kW of on-site generation, served at Transmission or Sub Transmission available voltages. To qualify, the customer must maintain a demand greater than 5,000 kW for three consecutive months in any twelve-month period. Once qualified for this rate schedule, Customer must attain a demand in excess of 5,000 kW once in each succeeding twelve-month period to remain eligible for this rate schedule. A minimum of 1,000 kW of interruptible load is required for interruptible service. Company retains the right to limit Interruptible loads to 8 Mw in total under this rate schedule.

Optional Power Supply Service is available only to Customers not taking power supply service under rate schedule RAST, or not required to receive service under rate schedule PSDS.

Customers that take service directly from the company-owned substation (i.e. Company owns no distribution facilities downstream of substation) will be classified as Transmission and receive the Substation Transformer Capacity charge.

CHARACTER OF SERVICE:

Three-phase, alternating current, 60 hertz at standard available voltages.

RATES: DISTRIBUTION SERVICE**Customer Charge:**

Monthly	\$750.00
Daily	\$24.6575

Customer Demand Charge per month: \$/kW	\$0.00
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Firm Demand Charge per month: \$/kW	\$2.25
-------------------------------------	--------

Interruptible Demand Charge per month: \$/kW	\$2.25
--	--------

Substation Transformer Capacity: \$/kVa	\$0.87
---	--------

POWER SUPPLY SERVICE (Optional)**Firm Demand Charge per month: \$/kW**

Capacity	\$5.68
----------	--------

Non-Capacity	\$2.32
--------------	--------

Total	\$8.00
-------	--------

Interruptible Demand Charge per month: \$/kW

Capacity	\$0.27
----------	--------

Non-Capacity	\$0.23
--------------	--------

Total	\$0.50
-------	--------

On-Peak Energy: \$/kWh	\$0.05360
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Off-Peak Energy: \$/kWh	\$0.03545
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Continued on Sheet No. D-29.00

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D2. Light and Power Service**WP-3**

Continued from Sheet No. D-28.00

On-Peak hours shall be between 7:00 a.m. and 11:00 p.m.,
Monday through Friday excluding holidays.

Off-Peak hours shall be all hours between 11:00 p.m. and 7:00 a.m.,
Monday through Friday and all hours of the day on Saturday, Sunday and
legal holidays. Legal holidays shall include New Year's Day, Memorial
Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

MINIMUM CHARGE:

The monthly minimum charge is the customer charge, demand charges,
substation charges and the energy optimization charge.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery shown
on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on
Sheet No. D-73.00.

POWER FACTOR BILLING ADJUSTMENT:

This rate is subject to the Company's Power Factor Billing Adjustment.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge
of 2% may be applied to the unpaid balance if the bill is not paid in
full on or before the due date thereon.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the greatest of:

- (1) The maximum 15-minute demand in kW, subject to the off-peak
provision.
- (2) 60% of the greatest billing demand of the previous 11 months.

RULES APPLYING:

See Cp-U Rules Starting at Sheet No. D-25.30.

INTERRUPTIBLE OPTION:

See Schedule CP-I for interruptible service. WP-3 customers are
limited to 300 hours of interruption.

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2nd Rev. Sheet No. D-47.00
Replaces 1st Rev. Sheet No. D-47.00

RTMP

Any customer interconnected directly with the American Transmission Company (ATC) with a demand in excess of 1,000 KW.

Customer Charge per month: \$1,000
Demand Charge per month: \$0.19 per kW
Higher of the current month's maximum 15-minute demand in kW or
60% of maximum demand of current or preceding 11 months.

The Company will charge the customer for transmission costs that the Company is billed from the American Transmission Company (ATC), the Midwest Independent System Operator (MISO) or their successors for costs to provide transmission service the customer. Costs to provide transmission service to the customer shall be determined by using billing determinants such as demand and energy that the ATC and MISO use to bill the Company for transmission service. The Company will use the customer's contribution to these billing determinants used by the ATC and MISO to determine the customer's transmission charge. The Company shall provide supporting calculations in the monthly bill to the customer for determining customer transmission charges. The customer retains the right to audit transmission charges on an annual basis.

Generation service is non-firm subject to interruptions by UPPCO, the MISO, the ATC, or other regulating authorities.

Scheduling Charge per month: \$1,000

Hourly Energy charges will be based on the applicable Locational Marginal Price (LMP) plus applicable Midwest Independent System Operator (MISO) charges and credits, plus \$1/mWh. The default LMP pricing node shall be UPPC.Integrated or its successor. Should the Company determine that another pricing node better reflects the LMPs that the Company incurs for service to the customer and there has been a minimum of a 10% pricing differential between the average real time price for 12 months between the two nodes and that use of another pricing node would prevent financial harm to the Company or Company's other customers taking system power, the Company will provide the customer with the alternative pricing node to be used for pricing along with information that demonstrates this new pricing node better reflects the LMPs the company incurs for service to the customer. The Company will provide a 90 day notice to the customer before changing pricing nodes and the pricing node will not be changed prior to January 1, 2013.

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D2. Real-Time Market Pricing	RTMP
<p>Continued from Sheet No. D-47.10</p> <p>Applicable MISO fees/credits include, but are not limited to Schedule 17, Revenue Sufficiency Make Whole Payments, and Marginal Loss Credits.</p> <p><u>Real-Time LMP Pricing (Default Energy Service)</u> Customer's load less customer's day ahead bidding option will be priced at the Real Time LMP at the applicable MISO pricing node plus applicable MISO fees/credits plus \$1/Mwh.</p> <p><u>Day Ahead Bidding Option</u> If customer desires, Company will submit price sensitive demand bids into the MISO Day Ahead market. This will allow customer the ability to obtain a higher degree of price certainty on a Day Ahead basis. If customer's bid clears, customer will be subject to MISO Day Ahead LMP plus applicable charges and credits for nomination.</p> <ol style="list-style-type: none"> Bids must consist of total hourly consumption and maximum price per kWh. Customers are financially obligated to their price and volume defined in the customer's bid. Customers will be charged the day ahead LMP clearing price, plus MISO fees and credits, plus \$1/MWh. Customers will be charged the real time LMP plus applicable MISO fees and credits, plus \$1/MWh for any non firm load in excess of their purchased block of energy that clears in the Day Ahead market. Customers will be credited at the real time LMP less \$1/MWh less applicable MISO fees and credits that occur during the Operating Day for any non firm load that is less than their purchased block of energy that clears in the day ahead market. Bids must be received by the Company four hours in advance of the deadline for the Company to submit the bids for the MISO Day Ahead market. The Company's deadline to MISO is currently at 1100 EST, but is subject to change. The Company may accept late nominations, but is not obligated to do so. Upon settlement of the market, the Company will provide a mechanism to notify customers of the 24 hourly clearing prices and volumes for the operating day. Bids must be in increments of 100 KW. Customers are allowed three pricing levels, as defined by the Company which may change based on changing market conditions. <p><u>Customer Generation</u> Customer will be credited for generation in excess of the customer load delivered to the Company at the applicable LMP less \$1/MWh less applicable MISO charges and credits.</p> <p>Continued on Sheet No. D-49.00</p>	

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D2. Real-Time Market Pricing**RTMP**

Continued from Sheet No. D-48.00

Applicable MISO fees/credits include, but are not limited to Schedule 17, Revenue Sufficiency Make Whole Payments, and Marginal Loss Credits.

Alternative Energy Pricing

In the event customer desires to obtain price certainty, and options to obtain price certainty are available, Company may enter into agreements for price certainty for quantities and prices acceptable to customer. Customer shall be responsible for all costs of obtaining price certainty plus \$1/MWh and any associated costs and fees. Customer is still responsible for delivery service charges, transmission service charge and the generation scheduling charge.

Customers desiring alternative energy pricing must enter into written agreements with the Company.

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CONTRACT

Customers desiring real time market pricing service shall be required to sign individual customer contracts. Customers desiring the commencement of interruptible service at the start of or during a calendar year shall be required to sign a contract prior to April 15th of the preceding year, unless otherwise approved by the company. Contracts shall be a minimum of one year, with a 90-day cancellation notice. Upon terminating service under this rate schedule, a customer shall not be eligible to begin taking service again under this rate schedule for a minimum period of one year, unless approved by the company. The company reserves the right to deny service under this rate schedule if existing customer sales switching to this rate schedule are not forecasted in a rate case proceeding and may cause harm to the company or other customers.

EMERGENCY INTERRUPTIONS

1. Occurrence
Emergency Interruptions may occur when the Company, the Transmission Operator or the Reliability Authority feel the distribution, transmission equipment, or supply to firm customers is in jeopardy. Such interruptions will be declared according to MPSC, MISO and company standard rules and regulations. Emergency interruptions consist of Transmission System Emergencies and Energy Emergency Alert Level 2 events.

2. Notification
The company shall endeavor to provide notice of interruption with as much lead time as possible. Notice to interrupt will be by a signal to designated equipment of the customer or, at the discretion of the company, through some designated verbal means. Under normal circumstances, a minimum of one hour will be given before each interruption. This is subject to change due to unmanageable capacity situations which could require interruption of loads to maintain system standards of operations.

Continued on Sheet No. D-49.10

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D2. Real-Time Market Pricing**RTMP**

Continued from Sheet No. D-49.00

3. Penalty Billing

Failure to remove all non-firm load when notified of an interruption shall result in the customer being assessed a financial penalty and Customer may be required to demonstrate to the Company that it can and will comply with future interruptions to remain on this rate schedule. Company retains sole discretion in the determination of customer compliance with future interruptions and if the Company has reasonable doubt of customer compliance with future interruptions, Company can immediately remove customer from this non-firm service and place customer on an applicable firm service rate schedule. Customer agrees to support Company in responding and cooperating with any investigations or audits performed to determine compliance with interruptions declared by MISO, American Transmission Company, an applicable regional reliability council, or applicable state or federal agency.

The financial penalty shall be billed the higher of the following:

- 1.) \$40/kW of the highest 15 minute demand of the non firm that was not interrupted during the interruption period, or
- 2.) The incremental costs incurred by the Company as a result of the customer's failure to comply with the interruption plus 10%. Incremental costs include but are not limited to purchase power costs, energy imbalance and other MISO fees, and fees and costs assessed by the applicable regional reliability council or other state or federal agency.

Penalty billing in accordance with this clause shall occur if:

1. The company provided a minimum of one hour to interrupt in advance and the customer fails to eliminate the interruptible demand which is designated for interruption by the time requested, or,
2. The company provides less than the contracted notice to interrupt, the contracted notice period has expired, and the customer has not eliminated at least 100% of the interruptible demand which is designated for interruption.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

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D2. Real-Time Market Pricing-Distribution Service**RTMP-D****WHO MAY TAKE SERVICE:**

Any customer that qualifies for the WP-3 tariff schedule. Upon Company approval, Customer may take service under this tariff for a portion of its load and a portion of its load under the WP-3 tariff. Cp-U accounts that are associated accounts of the WP-3 account may take service under this tariff. See the Associated Accounts section of this tariff.

RATES: DELIVERY SERVICE**Customer Charge:**

Monthly	\$1,000
Daily	\$32.8767
Demand Charge per month:	\$2.25/kW
Higher of the current month's maximum 15-minute demand in kW or 60% of maximum demand of current or preceding 11 months.	

DISTRIBUTION SERVICE

See applicable tariff (Cp-U or WP-3) for distribution charges.

POWER SUPPLY SERVICE (Optional)**Transmission Service:**

The Company will charge the customer for transmission costs that the Company is billed from the American Transmission Company (ATC), the Midwest Independent System Operator (MISO) or their successors for costs to provide transmission service the customer. Costs to provide transmission service to the customer shall be determined by using billing determinants such as demand and energy that the ATC and MISO use to bill the Company for transmission service. The Company will use the customer's contribution to these billing determinants used by the ATC and MISO to determine the customer's transmission charge. The Company shall provide supporting calculations in the monthly bill to the customer for determining customer transmission charges. The customer retains the right to audit transmission charges on an annual basis.

Generation Service

Generation service is non-firm subject to interruptions by UPPCO, the Midwest Independent System Operator, the American Transmission Company, or other regulating authorities.

Scheduling Charge per month: \$1,000

Energy Charge

Hourly Energy charges will be based on the applicable Locational Marginal Price (LMP) plus applicable Midwest Independent System Operator (MISO) charges and credits, plus \$1/MWh. The default LMP pricing node shall be UPPC.Integrated or its successor. Should the Company determine that another pricing node better reflects the LMPs that the Company incurs for service to the customer and there has been a minimum of a 10% pricing differential between the average real time price for 12 months between the two nodes and that use of another pricing node would prevent financial harm to the Company or Company's other customers taking system power, the Company will provide the customer with the alternative pricing node to be used for pricing along with information that demonstrates this new pricing node better reflects the LMPs the company incurs for service to the customer. The Company will provide a 90 day notice to the customer before changing pricing nodes and the pricing node will not be changed prior to January 1, 2013.

Continued on Sheet No. D-49.51

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D2. Real-Time Market Pricing-Distribution Service**RTMP-D**

Continued from Sheet No. D-49.50

Real-Time LMP Pricing (Default Energy Service)

Customer's load less customer's day ahead bidding option will be priced at the Real Time LMP at the applicable MISO pricing node plus applicable MISO fees/credits plus \$1/MWh, plus distribution losses.

Day Ahead Bidding Option

If customer desires, Company will submit price sensitive demand bids into the MISO Day Ahead market. This will allow customer the ability to obtain a higher degree of price certainty on a Day Ahead basis. If customer's bid clears, customer will be subject to MISO Day Ahead LMP plus applicable charges and credits for nomination, including distribution losses.

- a. Bids must consist of total hourly consumption and maximum price per kWh.
- b. Customers are financially obligated to their price and volume defined in the customer's bid. Customers will be charged the day ahead LMP clearing price, plus MISO fees and credits, plus \$1/MWh, plus losses.
- c. Customers will be charged the real time LMP plus applicable MISO fees and credits, plus \$1/MWh for any non firm load in excess of their purchased block of energy that clears in the Day Ahead market.
- d. Customers will be credited at the real time LMP less \$1/MWh less applicable MISO fees and credits that occur during the Operating Day for any non firm load that is less than their purchased block of energy that clears in the day ahead market, adjusted for losses.
- e. Bids must be received by the Company four hours in advance of the deadline for the Company to submit the bids for the MISO Day Ahead market. The Company's deadline to MISO is currently at 1100 **EST**, but is subject to change. The Company may accept late nominations, but is not obligated to do so.
- f. Upon settlement of the market, the Company will provide a mechanism to notify customers of the 24 hourly clearing prices and volumes for the operating day.
- g. Bids must be in increments of 100 kW.
- h. Customers are allowed three pricing levels, as defined by the Company which may change based on changing market conditions.

CONTRACT:

Customers desiring real time market pricing service shall be required to sign individual customer contracts. Customers desiring the commencement of interruptible service at the start of or during a calendar year shall be required to sign a contract prior to April 15th of the preceding year, unless otherwise approved by the company. Contracts shall be a minimum of one year, with a 90-day cancellation notice. Upon terminating service under this rate schedule, a customer shall not be eligible to begin taking service again under this rate schedule for a minimum period of one year, unless approved by the company. The company reserves the right to deny service under this rate schedule if existing customer sales switching to this rate schedule are not forecasted in a rate case proceeding and may cause harm to the company or other customers.

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D2. Real-Time Market Pricing-Distribution Service**RTMP-D**

Continued from Sheet No. D-49.51

EMERGENCY INTERRUPTIONS1. Occurrence

Emergency Interruptions may occur when the Company, the Transmission Operator or the Reliability Authority feel the distribution, transmission equipment, or supply to firm customers is in jeopardy. Such interruptions will be declared according to MPSC, MISO and company standard rules and regulations. Emergency interruptions consist of Transmission System Emergencies and Energy Emergency Alert Level 2 events.

2. Notification

The company shall endeavor to provide notice of interruption with as much lead time as possible. Notice to interrupt will be by a signal to designated equipment of the customer or, at the discretion of the company, through some designated verbal means. Under normal circumstances, a minimum of one hour will be given before each interruption. This is subject to change due to unmanageable capacity situations which could require interruption of loads to maintain system standards of operations.

PENALTY

Failure to remove all non-firm load when notified of an interruption shall result in the customer being assessed a financial penalty and Customer may be required to demonstrate to the Company that it can and will comply with future interruptions to remain on this rate schedule. Company retains sole discretion in the determination of customer compliance with future interruptions and if the Company has reasonable doubt of customer compliance with future interruptions, Company can immediately remove customer from this non-firm service and place customer on an applicable firm service rate schedule. Customer agrees to support Company in responding and cooperating with any investigations or audits performed to determine compliance with interruptions declared by MISO, American Transmission Company, an applicable regional reliability council, or applicable state or federal agency.

The financial penalty shall be billed the higher of the following:

- 1.) \$40/kW of the highest 15 minute demand of the non firm that was not interrupted during the interruption period, or
- 2.) The incremental costs incurred by the Company as a result of the customer's failure to comply with the interruption plus 10%. Incremental costs include but are not limited to purchase power costs, energy imbalance and other MISO fees, and fees and costs assessed by the applicable regional reliability council or other state or federal agency.

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D2. Real-Time Market Pricing-Distribution Service**RTMP-D**

Continued from Sheet No. D-49.52

ASSOCIATED ACCOUNTS AFFILIATES:Corporate Affiliates

CP-U accounts that are corporate affiliates that are owned and operated by the WP-3 account may take power supply service under this tariff. For purposes of this billing option, a "corporate affiliate" of the customer shall mean any wholly-owned subsidiary of the customer, and if the customer is a wholly-owned subsidiary, the customer's corporate parent and any wholly-owned subsidiaries of the Corporate parent. The associated CP-U account(s) shall pay their full distribution costs under the CP-U tariff.

Governmental Facilities

For Michigan Technological University Accounts ("MTU"), only meters and accounts of MTU taking service under the Cp-U rate schedule are eligible for aggregation under this billing option. The associated CP-U account(s) shall pay their full distribution costs under the CP-U tariff.

An Aggregated Billing Agreement must be signed before exercising this option.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% shall be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

MINIMUM CHARGE:

The minimum charge consists of the delivery service charges plus the energy optimization charges.

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D2. Street Lighting Service**SL-3****WHO MAY TAKE SERVICE:**

Any municipality for customer owned, operated and maintained street lighting and/or traffic signal system.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120/240 volts.

RATE:**Service Charge:**

\$17.00 per month

\$0.5589 per day

Energy Charge (\$/kWh)

Capacity \$0.01872

Non-Capacity \$0.14196

Total \$0.16068

MINIMUM CHARGE:

The service charge included in the rate, plus the energy optimization charge.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

CONTRACT:

Minimum period of three years subject to automatic renewal periods of one year each. The contract may be terminated at the end of any yearly period upon 90 days written notice by either party. If the contract is terminated before the three year period, the customer may be responsible for the lesser of the cost of removal or the remaining monthly charges.

RULES APPLYING:

Service is governed by the Company's Standard Rules and Regulations.

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

9th Rev. Sheet No. D-51.00
Replaces 8th Rev. Sheet No. D-51.00

D2. Street Lighting Service (Closed)

SL-5

WHO MAY TAKE SERVICE:

Any municipality owning its own street lighting system including poles, fixtures, wires, transformers, time switches and other accessories. Additions to mercury vapor lighting services are closed to new customers. This option is closed to new customers effective January 1, 2014.

HOURS OF SERVICE:

All night - Dusk to Dawn

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz at the Company's distribution voltage.

RATE:

Light Emitting Diode (LED)

Non-Capacity

Per Lamp Per Month

Watts

All Night

R		0-99	
R		100-199	
R		200-299	
R		300-399	

\$12.46
\$16.38
\$20.30
\$24.20

Sodium Vapor

Non-Capacity

Per Lamp Per Month

Lumens

Watts

All Night

R		9,000	100
R		14,000	150
R		27,000	250
R		45,000	400

\$13.86
\$16.40
\$21.29
\$27.03

Mercury Vapor

Non-Capacity

Lumens

Watts

All Night

		20,000	400
--	--	--------	-----

\$32.04

Capacity Energy: All Lights

\$0.01872 per kWh

Type of Facility

Monthly Charge

Additional Wood Pole

\$4.51/pole

Span of Conductor (200 feet)

\$3.26/span

Continued on Sheet No. D-52.00

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Marquette, Michigan

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

6th Rev. Sheet No. D-52.00
Replaces 5th Rev. Sheet No. D-52.00

D2. Street Lighting Service (Closed)	SL-5
Continued from Sheet No. D-51.00	
<p>MINIMUM CHARGE: The monthly lamp charge plus the Energy Optimization Surcharge shown on Sheet No. D-73.00.</p>	
<p>POWER SUPPLY COST RECOVERY CLAUSE: This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.</p>	
<p>ENERGY OPTIMIZATION SURCHARGE: This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.</p>	
<p>TERMS OF PAYMENT: Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.</p>	
RULES APPLYING:	See Schedule SL-X, starting on Sheet No, D-60.10
PAYMENT OF BILLS	See Schedule SL-X, starting on Sheet No. D-60.10
SERVICE RULES	See Schedule SL-X, starting on Sheet No. D-60.10
EXTENSION OF SERVICE	See Schedule SL-X, starting on Sheet No. D-60.10
TERM OF CONTRACT	See Schedule SL-X, starting on Sheet No. D-60.10

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

8th Rev. Sheet No. D-53.00
Replaces 7th Rev. Sheet No. D-53.00**D2. Street Lighting Service****SL-6****WHO MAY TAKE SERVICE:**

Any municipality from Company owned, operated and maintained street lighting system as available. Additions to mercury vapor lighting services are closed to new customers.

HOURS OF SERVICE: All night - Dusk to Dawn

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz at the Company's distribution voltage.

Non-Capacity Rate:

<u>Sodium Vapor</u>		<u>Per Lamp Per Month</u>
<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
R 5,670	70	\$19.90 (Closed)
R 9,000	100	\$20.69 (Closed)
R 14,000	150	\$25.10 (Closed)
R 27,000	250	\$28.49 (Closed)
R 45,000	400	\$40.12 (Closed)
<u>Mercury Vapor</u>		
<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
R 7,500	175	\$21.05 (Closed)
R 20,000	400	\$38.66 (Closed)
<u>Metal Halide</u>		
<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
R 8,800	175	\$34.35 (Closed)
R 36,000	400	\$42.27 (Closed)
R 110,000	1,000	\$77.91 (Closed)
<u>LED</u>		
<u>Lumens</u>	<u>Watts</u>	<u>All Night</u>
9,000*	100*	\$18.08
14,000*	150*	\$21.45
27,000*	250*	\$25.24

N Capacity Rate: All Lights
N \$0.01872 per kWh

SPECIAL TERMS AND CONDITIONS

The above charges are for lighting units on existing company-owned distribution facilities. The company will own and install the luminaires, complete with lamp, control device, and six-foot mast arm, mounted on an existing company pole. If the customer requests the following facilities, the monthly charges listed below shall be added to the above charges.

<u>Type of Facility</u>	<u>Monthly Charge</u>
Additional Wood Pole	\$4.51/pole
Span of Conductor (200 feet)	\$3.26/span

* The wattages and lumens listed under the LED lamps are wattages and lumens of sodium vapor lamps to which the LED lamps are considered equivalent. Actual wattages and lumens of LED lamps may vary.

Continued on Sheet No. D-54.00

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

4th Rev. Sheet No. D-54.00
Replaces 3rd Rev. Sheet No. D-54.00

D2. Street Lighting Service

SL-6

Continued from Sheet No. D-53.00

MINIMUM CHARGE: The monthly lamp charge plus the Energy Optimization Surcharge shown on Sheet No. D-73.00.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

PAYMENT OF BILLS See Schedule SL-X, starting on Sheet No. D-60.10

SERVICE RULES See Schedule SL-X, starting on Sheet No. D-60.10

EXTENSION OF SERVICE See Schedule SL-X, starting on Sheet No. D-60.10

TERM OF CONTRACT See Schedule SL-X, starting on Sheet No. D-60.10

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D2. Dusk To Dawn Outdoor Security Lighting**Z-3****WHO MAY TAKE SERVICE:**

Any customer for dusk to dawn outdoor security lighting where customer takes service at the same premises under a standard rate schedule. Additions to mercury vapor lighting services are closed to new customers.

HOURS OF SERVICE:

Daily from dusk to dawn.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz, nominally at 120 volts.

Non-Capacity Rate:Sodium Vapor

	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
R	9,000	100	\$22.80/Lamp (Closed)
R	27,000	250	\$34.93/Lamp (Closed)
R	45,000	400	\$42.27/Lamp (Closed)

Mercury Vapor

	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
R	7,500	175	\$20.22/Lamp (Closed)
R	20,000	400	\$37.76/Lamp (Closed)

Metal Halide

	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
R	36,000	400	\$41.99/Lamp (Closed)
R	110,000	1,000	\$77.30/Lamp (Closed)

LED

	<u>Lumens</u>	<u>Watts</u>	<u>Monthly Charge</u>
R	9,000	100	\$19.92/Lamp
R	27,000	250	\$23.71/Lamp
R	45,000	400	\$27.87/Lamp

*The wattages and lumens listed under the LED lamps are wattages and lumens of sodium vapor lamps to which the LED lamps are considered equivalent. Actual wattages and lumens of LED lamps may vary.

SPECIAL TERMS AND CONDITIONS

The above charges are for lighting on existing company-owned distribution facilities. The Company will own and install the luminaire, complete with lamp, control device and up to and including a 6-foot mast arm, mounted on an existing company pole. If the customer requests a mast arm in excess of 6 feet it will be considered special facilities. If the customer requests an additional pole and span, the monthly charges listed below shall be added to the above charges.

Continued on Sheet No. D-58.00

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D2. Dusk To Dawn Outdoor Security Lighting**Z-3**

Continued from Sheet No. D-57.00

<u>Type of Facility</u>	<u>Monthly Charge</u>
Additional Wood Pole	\$4.51/pole
Span of Conductor (200 feet)	\$3.26/span

TERMS OF PAYMENT:

Bills are due in 21 days from date of bill. A delayed payment charge of 2% may be applied to the unpaid balance if the bill is not paid in full on or before the due date thereon.

POWER SUPPLY COST RECOVERY CLAUSE:

This rate is subject to the Company's Power Supply Cost Recovery shown on Sheet No. D-3.00.

ENERGY OPTIMIZATION SURCHARGE:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-73.00.

TERM OF CONTRACT

Minimum period of three years subject to automatic renewal periods of one year each. The contract may be terminated at the end of any yearly period upon 90 days written notice by either party. If the contract is terminated before the three year period, the customer may be responsible for the lesser of the cost of removal or the remaining monthly charges.

RULES APPLYING:

- (1) Service is governed by the Company's Standard Rules and Regulations.
- (2) Company will provide normal maintenance to the lighting unit including the fixture, lamp, ballast, photoelectric control, mounting brackets and all necessary wiring. Company will furnish all electric energy required for operation of unit.
- (3) Normal lamp replacement shall be the responsibility of the Company. Breakage by vandalism or malicious mischief shall be at customer's expense.
- (4) For service under this schedule, installation of the unit must be on an existing utility pole upon which the Company's secondary lines are already attached.
- (5) The customer shall make a special facilities, non-refundable payment for any conductor costs over 200 feet or for additional poles that are required to support the area light secondary.
- (6) Requested higher-than-standard mounting heights are considered a refundable special facility. The customer is required to pay the cost difference of a standard pole and the special pole.
- (7) Customers shall pay time and material costs for installation of lights in areas that the customer has previously requested removal of lights if both requests happen within a twelve-month time period.

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D2. Dusk To Dawn Outdoor Security Lighting

Z-4

This sheet has been cancelled And is reserved for future use.

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D2. Dusk To Dawn Outdoor Security Lighting**Z-4**

Continued from Sheet No. D-59.00

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UPPER PENINSULA POWER COMPANY

MPSC Vol No 8-ELECTRIC

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D2. Rate Realignment (RR)

RR

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D2. Tax Cuts & Jobs Act of 2018

TCJA

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In Case No: U-20276

Attachment 2
to the Settlement Agreement
in Case No. U-20276

Michigan Public Service Commission

Upper Peninsula Power Company

Summary of Present and Proposed Revenue by Rate Schedule

COSS

Line No.	(a) Description	(b) Total Present Revenue	(c) Total Proposed Revenue	(d) Total Net Increase/ (Decrease)	(e) Total Net Increase/ (Decrease) (%)
1	<u>UPPCO RETAIL SYSTEM</u>				
2	A-1	\$45,462,782	\$43,413,828	(\$2,048,954)	-4.51%
3	AH-1	\$5,296,360	\$5,022,180	(\$274,181)	-5.18%
4	C-1	\$9,980,344	\$10,677,361	\$697,017	6.98%
5	H-1	\$1,049,915	\$1,148,452	\$98,538	9.39%
6	P-1	\$11,314,915	\$13,670,837	\$2,355,922	20.82%
7	Cp-U	\$10,306,634	\$11,336,266	\$1,029,633	9.99%
8	WP-3	\$1,815,418	\$2,064,177	\$248,759	13.70%
9	RTMP	\$232,948	\$108,005	(\$124,942)	-53.64%
10	RTMP-D	\$0	\$0	\$0	0.00%
11	Z-3 & Z-4	\$511,657	\$467,338	(\$44,318)	-8.66%
12	SL	\$1,713,121	\$1,602,227	(\$110,895)	-6.47%
13	A-2	\$3,830,833	\$3,804,254	(\$26,578)	-0.69%
14					
15					
16	MPSC JURISDICTIONAL	\$91,514,926	\$93,314,926	\$1,800,000	1.97%

Attachment 3
to the Settlement Agreement
in Case No. U-20276

D2. Distributed Generation Rider**DG**EFFECTIVE IN

All territory served.

AVAILABILITY

This Rider can be attached to any metered tariff, excluding riders, unless otherwise noted on the applicable metered tariff. The Distributed Generation Program is offered as authorized by 2008 PA 295, as amended by 2016 PA 342, 1939 PA 3, as amended by 2016 PA 341, Section (6)(a)(14).

The Distributed Generation Program is available for eligible Distributed Generation customers beginning the first business day of the month following receipt of a Commission order in MPSC Case No. U-20276. Participation in the Net Metering Program is closed to new customers. A customer participating in the Company's existing Net Metering Program approved by the Commission before a final order is issued in MPSC Case No. U-20276 shall have the option to take service under this tariff at the time service under the terms and conditions of the previous net metering program terminates in accordance with MCL 463.0183(1). The term "participation date" for the Net Metering Program is hereafter defined as —the date on which the Company accepted the original signed interconnection agreement from the customer. In addition, under MCL 460.1183 and MCL 460.6a(14), any customer "participating" in the Net Meter Program ~~or this new Distributed Generation Program~~ before the new Distributed Generation Rider ("DG Rider") is approved may continue net metering for 10 years from the customer's original participation date at which point the customer may no longer participate in the Net Metering Program. Continued participation in the Net Metering Program, however, does not apply to an increase in the generation capacity of the customer's eligible electric generator beyond the capacity on the effective date of the DG Rider ~~April 20, 2017. —or may opt to receive service under a DG tariff.~~ Notwithstanding the foregoing, a customer has the option to discontinue its participation in the Net Metering Program at an earlier date and to elect service under the DG Rider.

The Distributed Generation Program is voluntary and available on a first come, first served basis for new customer participants or existing customer participants increasing their aggregate generation. The combined Net Metering Program (tariffs: PG-NM, PG-2, and PG-3) and Distributed Generation Program size is based upon a discretionary cap equal to ~~1.0%~~ **2.0%** of the Company's ~~average previous year's~~ peak demand during the past 5 years measured in kW for the Company's retail load.

Within the Program capacity, 1.0% ~~0.5%~~ is reserved for Category 1 Distributed Generation (PG-NM and DG Rider) customers, 0.5% ~~0.25%~~ is reserved for Category 2 Distributed Generation (PG-2 and DG Rider) customers and 0.5% ~~0.25%~~ is reserved for Category 3 Distributed Generation (PG-3 and DG Rider) customers. The Company shall notify the Commission upon the Program reaching capacity in any Category. ~~If an existing customer who participates in the Company's existing Net Metering Program increases their aggregate generation after April 20, 2017 following the effective date of this rider, then all generation on site will be subject to the terms and conditions of this tariff.~~

CHARACTER OF SERVICE:

As specified under the applicable Base Rate. The term Base Rate refers to the Rate Schedule under which the Customer takes service and that this Rider is associated with.

Continued to Sheet No. D-72.81

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D2. Distributed Generation Rider**DG**

Continued from Sheet No. D-72.80

DISTRIBUTED GENERATION DEFINITIONS

1. A Category 1 (~~PG-1M~~ **DG Rider**) distributed generation customer has one or more Eligible Electric Generators with an aggregate nameplate capacity of 20 kW or less that use equipment certified by a nationally recognized testing laboratory to IEEE 1547-2018 testing standards and is in compliance with UL 1741-SA located on the customer's premises and metered at a single point of contact.
2. A Category 2 (~~PG-2~~ **DG Rider**) distributed generation customer has one or more Eligible Electric Generators with an aggregate nameplate capacity greater than 20 kW but not more than 150 kW ~~located on the customer's premises and metered at a single point of contact~~ that use equipment certified by a nationally recognized testing laboratory to IEEE 1547-2018 testing standards and is in compliance with UL 1741-SA located on the customer's premises and metered at a single point of contact.
3. A Category 3 (~~PG-3~~ **DG Rider**) distributed generation customer has one or more methane digesters with an aggregate nameplate capacity greater than 150 kW but not more than 550 kW ~~located on the customer's premises and metered at a single point of contact~~ that use equipment certified by a nationally recognized testing laboratory to IEEE 1547-2018 testing standards and is in compliance with UL 1741-SA located on the customer's premises and metered at a single point of contact.
4. Eligible Electric Generator - a renewable energy system or a methane digester with a generation capacity limited to no more than 100% of the customer's electricity consumption for the previous 12 months and does not exceed the following:
 - a. For a renewable energy system, 150 kW of aggregate generation at a single site
 - b. For a methane digester, 550 kW of aggregate generation at a single site
5. Inflow - the metered ~~inflow~~ **quantity of energy** delivered by the Company to the customer during the billing month or time-based pricing period.
6. Outflow - the metered quantity of the customer's generation not used on site and exported to the utility during the billing month or time-based pricing period.
7. Renewable Energy Resource - a resource that naturally replenishes over a human, not a geological, timeframe 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:
 - a. Biomass
 - b. Solar and solar thermal energy
 - c. Wind energy
 - d. Kinetic energy of moving water, including the following:
 - i. waves, tides or currents
 - ii. water released through a dam
 - e. Geothermal energy
 - f. Thermal energy produced from a geothermal heat pump

Continued to Sheet No. D-72.82

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D2. Distributed Generation Rider**DG**

Continued from Sheet No. D-72.81

- a. Any of the following cleaner energy resources:
- i. Municipal solid waste, including the biogenic and anthropogenic fractions
 - ii. Landfill gas produced by municipal solid waste
 - iii. Fuel that has been manufactured in whole or significant part from waste, including, but not limited to, municipal solid waste. Fuel that meets the requirements of this subparagraph includes, but is not limited to, material that is listed under 40 CFR 241.3(b) or 241.4(a) or for which a nonwaste determination is made by the United States Environmental Protection Agency pursuant to 40 CFR 241.3(c). Pet coke, hazardous waste, coal waste, or scrap tires are not fuel that meets the requirements of this subparagraph.

CUSTOMER ELIGIBILITY

In order to be eligible to participate in the Distributed Generation Program, customers must generate a portion or all of their own retail electricity requirements with an Eligible Electric Generator which utilizes a Renewable Energy Resource, as defined above.

A customer's eligibility to participate in the Distributed Generation Program is conditioned on the full satisfaction of any payment term or condition imposed on the customer by pre-existing contracts or tariffs with the Company, including those imposed by participation in the Distributed Generation Program, or those required by the interconnection of the customer's Eligible Electric Generator to the Company's distribution system.

CUSTOMER BILLING - CATEGORY 1 ~~(PG NM)~~, 2 ~~(PG 2)~~ AND 3 ~~(PG 3)~~ CUSTOMERSInflow

1. Full Service Customers - The customer will be billed according to their retail rate schedule, plus surcharges, and Power Supply Cost Recovery (PSCR) Factor on metered Inflow for the billing period.
2. Retail Open Access Customers - The customer will be billed as stated on the customer's Retail Open Access Rate Schedule on metered Inflow for the billing period.

Outflow - The customer will be credited on Outflow for the billing period. The credit shall be applied to the current billing month ~~and shall be used to offset power supply and PSCR charges on that bill. The credit shall not offset any delivery charges or other surcharges.~~ Any excess credit not used will be carried forward to subsequent billing periods. Unused Outflow credit from previous months will be applied to the current billing month, if applicable, ~~to offset the power supply component and PSCR components of the customer's bill.~~ The Outflow Credit is nontransferable.

Continued to Sheet No. D-72.83

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D2. Distributed Generation Rider**DG**

Continued from Sheet No. D-72.82

1. Full Service Customers - The customer will be credited according to their rate schedule's Power Supply Charges, including the Power Supply Cost Recovery (PSCR) Factor, on metered Outflow for the billing period.
2. Retail Open Access Customers - The customer will be credited at rates determined by their Retail Service Supplier on metered Outflow for the billing period.

System Access Contribution (SAC)

~~Customers attaching this rider to residential secondary rate schedules, or to commercial secondary rate schedules that do not have delivery demand charges, shall be subject to the SAC charge. The SAC charge shall be as follows:~~

~~Residential Customers: \$XX.XX per kW of installed AC capacity, per month
Secondary Commercial Customers with no delivery demand charge: \$XX.XX per kW of installed AC capacity, per month.~~

APPLICATION FOR SERVICE

In order to participate in the Distributed Generation Program, a customer shall submit completed Interconnection and Distributed Generation Program Applications, including the application fee of \$50 to the Company. The Distributed Generation Program application fee is waived if the customer is transitioning from the Net Metering Program. If a customer does not act or correspond on an application for over 6 months, when some action is required by the customer, the application may be voided by the Company.

GENERATOR REQUIREMENTS

The Eligible Electric Generator(s) must be located on the customer's premises, serving only the customer's premises and must be intended primarily to offset a portion or all of the customer's requirement for electricity.

Systems will be limited in size, not to exceed the Customer's self-service needs of the Rate Schedule to which this Rider is attached. The customer's requirement for electricity shall be determined by one of the following methods:

1. The customer's annual energy usage, measured in kWh, during the previous 12-month period
2. In instances where complete and correct data is not available or where the customer is making changes on-site that will affect total usage, the Company and the customer shall mutually agree on a method to determine the customer's annual electric requirement. The customer is required to provide the Company with a capacity rating in kW of the generating unit and a projected monthly and annual Kilowatt-hour output of the generating unit, along with a one-line of system and site plan when completing the Company's Distributed Generation Program Application.
3. The Company reserves the right to perform an on-site audit to ensure the size of the generation and associated outflow does not exceed the Customer's self-service needs of the Rate Schedule to which this rider is attached.

Continued to Sheet No. D-72.84

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D2. Distributed Generation Rider**DG**

Continued from Sheet No. D-72.83

The customer need not be the owner or operator of the eligible generation equipment but is ultimately responsible for ensuring compliance with all technical, engineering and operational requirements suitable for the Company's distribution system.

GENERATOR INTERCONNECTION REQUIREMENTS

The requirements for interconnecting a generator with the Company's facilities are contained in the Michigan Public Service Commission's Electric Interconnection Standards Rules (R460.601 - 460.656) and the Company's Michigan Utility Generator Interconnection Requirements, copies of which will be provided to customers upon request. All requirements must be met prior to commencing service. All such interconnection requirements must be met prior to the effective date of a customer's participation in the Distributed Generation Program. The customer must sign an Interconnection and Operating Agreement with the Company and fulfill all requirements as specified in the Agreement. The customer shall pay actual interconnection costs associated with participating in the Distributed Generation Program, subject to limits established by the Michigan Public Service Commission.

The Company must approve in writing any subsequent changes in the interconnection configuration before such changes are allowed. Operating in parallel with the Company's system without the Company's written approval of the interconnection and written approval of any subsequent changes to the interconnection will subject the Customer's equipment to disconnection.

METERING REQUIREMENTS

Metering requirements shall be specified by the Company, as detailed below. All metering must be capable of recording inflow and outflow and all parameters metered on the customer's otherwise applicable retail rate schedule, for both Full Service and Retail Open Access customers.

DISTRIBUTION LINE EXTENSION AND/OR EXTRAORDINARY FACILITIES

The Company reserves the right to make special contractual arrangements with Distributed Generation Program customers whose utility service requires investment in electric facilities. The Company further reserves the right to condition a customer's participation in the Distributed Generation Program on a satisfactory completion of any such contractual requirements.

CUSTOMER TERMINATION FROM THE DISTRIBUTED GENERATION PROGRAM

A participating customer may terminate participation in the Company's Distributed Generation Program at any time for any reason on sixty days' notice. If a customer who terminates participation in the Distributed Generation Program wishes to re-enroll, that customer must reapply as a new program participant, subject to program size limitations, application queue and application fees.

Continued to Sheet No. D-72.85

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D2. Distributed Generation Rider**DG**

Continued from Sheet No. D-72.84

The Company may terminate a customer from the Distributed Generation Program if the customer fails to maintain the eligibility requirements, fails to comply with the terms of the interconnection and parallel operating agreement, or if the customer's facilities are determined not to be in compliance with technical, engineering, or operational requirements suitable for the Company's distribution system. The Company will provide sixty days' notice to the customer prior to termination from the Distributed Generation Program, except in situations the Company deems dangerous or hazardous. Such notice will include the reason(s) for termination.

Upon customer termination from the Distributed Generation Program, any existing credit on the customer's account will ~~be forfeited~~ either be applied to the customer's bill. Any other excess, not to exceed an amount equal to the customer's prior 36-months of Inflow shall be or refunded to the customer. Distributed Generation Program credit is non-transferrable.

COMPANY TERMINATION OF THE DISTRIBUTED GENERATION PROGRAM

Company termination of the Distributed Generation Program may occur upon receipt of Commission approval. Upon Company termination of the Distributed Generation Program, any existing credit on the customer's account will

~~be forfeited~~ either be applied to the customer's bill. Any other credit, not to exceed an amount equal to the customer's prior 36-months of Inflow, shall be or refunded to the customer. Distributed Generation Program credit is non-transferrable.

DISTRIBUTED GENERATION PROGRAM STATUS AND EVALUATION REPORTS

The Company will submit an annual status report to the Commission Staff by March 31 of each year including Distributed Generation Program data for the previous 12 months, ending December 31. The Company's status report shall maintain customer confidentiality.

RENEWABLE ENERGY CREDITS

Renewable Energy Credits (RECs) are owned by the customer. The Company may purchase Renewable Energy Credits from participating Distributed Generation Program customers who are willing to sell RECs generated if the customer has a generator meter in place to accurately measure and verify generator output. REC certification costs are the responsibility of the customer. The Company will enter into a separate agreement with the customer for the purchase of any RECs.

Issued: XX-XX-XX
By G R Haehnel
Director - Regulatory Affairs
Marquette, Michigan

Effective for Billing
On and After: XX-XX-XX
Issued Under Auth. of
Mich Public Serv Comm
Dated: XX-XX-XX
In Case No: U-20276

Attachment 4
to the Settlement Agreement
in Case No. U-20276

MPSC Case No. U-20276, One-way Distribution O&M tracker w/ Savings Collar (\$)							
Line	a	b	c	d	e	f	
1	Commission-approved Distribution O&M	13.70					
2	"Savings Collar" - 5% of Commission-approved Distribution O&M	0.69					
3	Commission-approved Distribution O&M w/ Savings Collar	13.02					
4							
5							
6							
7							
8	Actual Distribution O&M (hypothetical)*	13.50	12.50	12.80	13.80	12.90	13.10
9	Savings achieved	0.20	1.20	0.90	-	0.80	
10	UPPCO retains	0.20	0.69	0.69	-	0.69	
11	Customer refund Regulatory Liability	-	0.51	0.21	-	0.11	
12	Proof (equal zero)	-	-	-	-	-	

* UPPCO to enter actuals

MPSC Case No. U-20276, Distribution Line Clearance Tracker (miles)							
Line	a	b	c	d	e	f	g
1							
2							
3	Commission-approved Distribution Line Clearance Tracker (miles)	372	372	372	372	372	372
4	UPPCO actual line miles cleared*						

* UPPCO to enter actuals


PROOF OF SERVICE

STATE OF MICHIGAN)

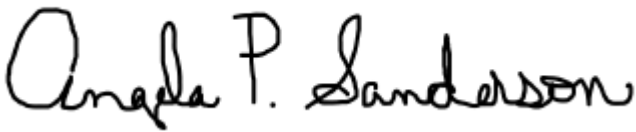
Case No. U-20276

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on May 23, 2019 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).


Brianna Brown

Subscribed and sworn to before me
this 23rd day of May 2019.



Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2024

Service List for Case: U-20276

Name	Email Address
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