

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

Sherri A. Wellman
TEL +1.517.483.4954
FAX +1.517.374.6304
E-MAIL Wellmans@MillerCanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
120 N. Washington Square, Suite 900
One Michigan Avenue Building
Lansing, Michigan 48933
TEL (517) 487-2070
FAX (517) 374-6304
millercanfield.com

MICHIGAN
ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CALIFORNIA
CANADA
CHINA
MEXICO
POLAND
UKRAINE
QATAR

April 18, 2023

Ms. Lisa Felice
Executive Secretary
Michigan Public Service Commission
7109 W. Saginaw Hwy.
Lansing, MI 48917

Re: Upper Michigan Energy Resources Corporation
Case No. U-21405

Dear Ms. Felice:

Enclosed for electronic filing in the above case please find Upper Michigan Energy Resources Corporation's Application, the supporting Direct Testimony and Exhibits of Richard F. Stasik, and a proposed Protective Order. Also included is my Appearance.

Should you have any questions, please contact me.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: _____
Sherri A. Wellman

SAW:ehk
Enclosures
cc w/enc: Richard Stasik
Vickie Nugent
Ted Eidukas
Koby Bailey

40545292.2/156197.00055

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
UPPER MICHIGAN ENERGY RESOURCES)
CORPORATION for authority to amend its) Case No. U-21405
Rate Book for Electric Service (“Tariff”) to)
provide customers a non-standard metering option)
and approval of related charges.)

APPLICATION

Upper Michigan Energy Resources Corporation (“UMERC” or the “Company”) requests Michigan Public Service Commission (“MPSC” or the “Commission”) approval of (i) an amendment to the Company’s Rate Book for Electric Service (“Tariff”) to allow customers the option of having the Company install a non-standard meter as an alternative to the advanced metering infrastructure (“AMI”) supported metering equipment and (ii) implementation of related installation and recurring monthly charges. In support of this Application, UMERC respectfully represents as follows:

1. UMERC is a public service corporation organized under the laws of Michigan with its principal offices located in Milwaukee, Wisconsin, and with service centers located at 800 Industrial Park Drive, Iron Mountain, Michigan and 1717 Tenth Avenue, Menominee, Michigan.

2. Pursuant to a Settlement Agreement approved by the Commission in Case No. U-18061, UMERC provides retail electric service in accordance with its approved Tariff to the former Michigan electric customers of Wisconsin Electric Power Company in service areas located in Alger, Baraga, Delta, Dickinson, Gogebic, Houghton, Iron, Marquette, Menominee, and Ontonagon Counties, known as the WEPCo Rate Zone, and to the former Michigan electric and

natural gas customers of Wisconsin Public Service Corporation in a service area located in Menominee County, Michigan, known as the WPSC Rate Zone.

3. On January 12, 2012, the Commission entered its Order in Case No. U-17000 (“U-17000 Order”) directing Wisconsin Electric Power Company and Wisconsin Public Service Corporation to make available to customers an opt-out option from AMI meters, based on cost-of-service principles, if or when the utilities elected to implement AMI.

4. UMERC’s Tariff does not currently provide customers with an alternative to AMI meters. Consistent with the Commission’s directive in its U-17000 Order, UMERC is seeking to amend its Tariff to offer customers a non-standard meter option as an alternative to its standard AMI metering equipment.

5. UMERC began replacing its Encoder Receiver Transmitter (“ERT”) meters with AMI meters in late 2020 for maintenance purposes and began a mass meter exchange in 2022, making the AMI meter the Company’s metering standard. To date, the Company has installed approximately 29,047 AMI meters, leaving an estimated 522 ERT meters yet to be replaced. UMERC proposes to offer its customers the option to replace their currently installed ERT or AMI meter with a cellular meter, making the cellular meter the Company’s only non-standard meter option. Customers will not have the option to leave the ERT meter in place.

6. An ERT meter is a digital meter that allows for one-way communication from the meter to the Company utilizing a low-power radio signal to transmit data to receivers used by UMERC’s meter reading personnel (meter readers). Meter readers must be within close proximity of the meter to obtain the meter reading data. Given UMERC’s sparsely populated and expansive geographical service territory, leaving an ERT meter in place as an option to the AMI meter, is

cost prohibitive, and therefore, not a reasonable option. Additionally, replacement ERT meters and ERT meter parts are becoming increasingly difficult to acquire.

7. The cellular meter allows for one-way communication, transmitting data to a cellular tower every hour. A cellular meter has the capability to transmit customer usage data as well as transmit diagnostic data which can be used to determine the health of the meter and potentially exchange it before the meter fails. UMERC will not be able to communicate directly to the cellular meter. Additionally, the cellular meter is not capable of communicating outages to the Company in real time nor can it be remotely reconnected.

8. The cellular meter option will be available to residential and small commercial customers served on a non-time-of-use rate schedule who do not receive power supply service from an Alternative Energy Supplier. Customer's electing the non-standard cellular meter will pay an installation charge of \$65.86 and a recurring daily charge of \$.52288 for the WEPCo Rate Zone and \$.52111 for the WPSC Rate Zone, in addition to the otherwise applicable charges of the rate schedule under which the customer is served. The installation charge is applicable when the Company is replacing an AMI meter with a non-standard cellular meter. There is no charge for the Company to replace an ERT meter with a non-standard cellular meter. This non-standard meter option, including installation and daily charges identified herein, are supported in Exhibit A-1 (RFS-1) and reflected in revised tariff sheets filed as Exhibit A-2 (RFS-2) as concurrently filed with this Application.

9. Customers may opt out of the standard AMI meter and request the Company's available non-standard meter for any reason; customers will not be required to communicate the reason to the Company. Customers requesting a non-standard meter will continue to have a meter reading each billing month in accordance with the Department of Licensing and Regulatory Affairs

Public Service Commission Consumer Standards and Billing Practices for Electric and Natural Gas Service (R460.113). Customers who request the non-standard meter will be informed that they are giving up certain benefits associated with the use of AMI service including the automatic outage notification capability and access to timely metering data.

10. Filed concurrently with this Application are the Direct Testimony and Exhibits of Richard F. Stasik supporting approval of the amendment to the Tariff and implementation of the related charges to allow customers the option of having a non-standard meter as an alternative to the AMI.

WHEREFORE, Upper Michigan Energy Resources Corporation respectfully requests the Michigan Public Service Commission enter an order:

- A. Approving, as set forth in this Application, the proposed amendment to the Tariff and implementation of the related charges to allow customers the option of having a non-standard meter as an alternative to the AMI, and
- B. Granting such other and further relief that is lawful and reasonable.

Respectfully submitted,

UPPER MICHIGAN ENERGY RESOURCES CORPORATION

Dated: April 18, 2023

By: _____
Its Attorney
Sherri A. Wellman (P38989)
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.
One Michigan Avenue, Suite 900
Lansing, MI 48933
(517) 487-2070

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
UPPER MICHIGAN ENERGY RESOURCES)
CORPORATION for authority to amend its)
Rate Book for Electric Service (“Tariff”) to)
provide customers a non-standard metering option)
and approval of related charges.)

Case No. U-21405

DIRECT TESTIMONY AND EXHIBITS

OF RICHARD F. STASIK

ON BEHALF OF UPPER MICHIGAN ENERGY RESOURCES CORPORATION

Dated: April 18, 2023

DIRECT TESTIMONY AND EXHIBITS
OF RICHARD F. STASIK

1 **Q. Please state your name and business address.**

2 A. My name is Richard Stasik. My business address is 231 W. Michigan Street, Milwaukee,
3 Wisconsin 53203.

4

5 **Q. On whose behalf are you testifying?**

6 A. I am testifying on behalf of Upper Michigan Energy Resources Corporation (“UMERC”
7 or the “Company”).

8

9 **Q. Please briefly describe your educational, professional, and utility background.**

10 A. I received a Bachelor of Science Degree with a double major in Accounting and
11 Management Information Systems from the University of Wisconsin – Milwaukee in
12 1999. I have been employed by Wisconsin Energy Corporation – the predecessor to WEC
13 Energy Group, since 2013. I worked as the IT Audit Manager within the Internal Audit
14 Department before joining State Regulatory Affairs as the Manager – Regulatory Planning
15 and Systems in January 2016. I was promoted to Director – State Regulatory Affairs in
16 2018. In this position, I am responsible for overseeing and managing all of WEC Energy
17 Group’s operating utilities’ regulatory matters in Wisconsin, Michigan, and Minnesota.

18

19 **Q. Have you ever testified in any regulatory proceedings?**

20 A. Yes. I have provided testimony to the Federal Energy Regulatory Commission on rate
21 and accounting issues associated with WEC retired power plant dockets (Docket Nos.
22 ER19-226-000, AC19-49-000, AC18-231-000, and ER19-103-000) and to the Public
23 Service Commission of Wisconsin on rate making issues in rate case dockets (Docket

DIRECT TESTIMONY AND EXHIBITS
OF RICHARD F. STASIK

1 Nos. 5-UR-109, 5-UR-110, 6690-UR-126 and 6690-UR-127). I provided testimony to
2 the Michigan Public Service Commission (“MPSC” or the “Commission”) in the
3 following UMERC cases: (i) Integrated Resources Plan filing in Case No. U-21081, (ii)
4 State Reliability Mechanism in Case No. U-21103, and (iii) preferred criteria for Legally
5 Enforceable Obligations in Case No. U-21130. Recently, I provided testimony to the
6 Commission in Michigan Gas Utilities Corporation’s general natural gas rate proceeding,
7 Case No. U-21366.

8
9 **Q. Are you sponsoring any exhibits in connection with your direct testimony in this**
10 **case?**

11 A. Yes. I am sponsoring Exhibit A-1 (RFS-1) and Exhibit A-2 (RFS-2) which were prepared
12 under my direction and supervision.

13
14 **Q. What is the purpose of your testimony in this case?**

15 A. The purpose of my testimony is to support UMERC’s Application which seeks MPSC
16 approval of (i) an amendment to the Company’s Rate Book for Electric Service (“Tariff”)
17 to allow customers the option of having the Company install a non-standard meter as an
18 alternative to the advanced metering infrastructure (“AMI”) metering equipment and (ii)
19 implementation of related installation and recurring daily charges.

20
21 **Q. Please describe the AMI meter.**

22 A. The AMI meter allows for two-way communication between the meter and the Company;
23 utilizing a radio signal which transmits data to a wireless communication network every

DIRECT TESTIMONY AND EXHIBITS
OF RICHARD F. STASIK

1 50 seconds. The AMI meter has the capability to (i) transmit customer usage data to the
2 Company in real time, (ii) transmit customer outage information to the Company in real
3 time so corrective action can be taken sooner; (iii) transmit temperature alerts to the
4 Company signaling a potential fire hazard due to a faulty meter socket, (iv) reconnect
5 service remotely allowing for quicker reconnections, and (v) provide real time diagnostic
6 information relative to the health of the meter allowing the Company to proactively
7 exchange potentially faulty meters.

8
9 **Q. Are AMI meters the standard meter in UMERC’s WEPCo and WPSC Rate Zones?**

10 A. Yes. UMERC began replacing its Encoder Receiver Transmitter (“ERT”) meters with AMI
11 meters in late 2020 for maintenance purposes and began a mass meter exchange in 2022,
12 making the AMI meter the Company’s metering standard. To date, the Company has
13 installed approximately 29,047 AMI meters; leaving an estimated 522 ERT meters yet to
14 be replaced.

15
16 **Q. Why has UMERC found it necessary to replace the ERT meter?**

17 A. An ERT meter is a digital meter that allows for one-way communication from the meter to
18 the Company utilizing a low-power radio signal to transmit data to receivers used by
19 UMERC’s meter reading personnel (“meter readers”). Meter readers must be within close
20 proximity of the meter to obtain the meter reading data. Given UMERC’s sparsely
21 populated and expansive geographical service territory, leaving an ERT meter in place as
22 an option to the AMI meter, is cost prohibitive, and therefore, not a reasonable option.

DIRECT TESTIMONY AND EXHIBITS
OF RICHARD F. STASIK

1 Additionally, replacement ERT meters and ERT meter parts are becoming increasingly
2 difficult to acquire.

3

4 **Q. Why is the Company requesting an alternative to the installation and operation of the**
5 **standard AMI meter.**

6 A. On January 12, 2012, the Commission entered its Order in Case No. U-17000 (“U-17000
7 Order”) directing Wisconsin Electric Power Company (“WEPCO”) and Wisconsin Public
8 Service Corporation (“WPS Corp”) to make available to customers an opt-out option from
9 AMI meters, based on cost-of-service principles, if or when the utilities elected to
10 implement AMI. UMERC is a successor in interest to WEPCO and WPS Corp’s Michigan
11 assets and customers, and UMERC’s Tariff does not currently provide customers with an
12 alternative to AMI meters. Consistent with the Commission’s directive in its U-17000
13 Order, UMERC is seeking to amend its Tariff to offer customers a non-standard meter
14 option as an alternative to its standard AMI metering equipment.

15

16 **Q. Please describe UMERC’s proposed opt-out, alternative to the AMI meters.**

17 A. UMERC proposes to offer its customers the option to replace their currently installed ERT
18 or AMI meter with a cellular meter, making the cellular meter the Company’s only non-
19 standard meter option. As I previously addressed, customers will not have the option to
20 leave the ERT meter in place.

21

22 **Q. Please describe the non-standard cellular meter option.**

DIRECT TESTIMONY AND EXHIBITS
OF RICHARD F. STASIK

1 A. The cellular meter allows for one-way communication, transmitting data to a cellular tower
2 every hour. A cellular meter has the capability to transmit customer usage data as well as
3 transmit diagnostic data which can be used to determine the health of the meter and
4 potentially exchange it before the meter fails. UMERC will not be able to communicate
5 directly to the cellular meter. Additionally, the cellular meter is not capable of
6 communicating outages to the Company in real time nor can it be remotely reconnected.
7 The cellular meter option will be available to residential and small commercial customers
8 served on a non-time-of-use rate schedule who do not receive power supply service from
9 an Alternative Energy Supplier. Customers may opt out of the standard AMI meter and
10 request the Company's available non-standard meter for any reason; customers will not be
11 required to communicate the reason to the Company. Customers requesting a non-standard
12 meter will continue to have a meter reading each billing month in accordance with the
13 Department of Licensing and Regulatory Affairs Public Service Commission Consumer
14 Standards and Billing Practices for Electric and Natural Gas Service (R460.113).
15 Customers who request the non-standard meter will be informed that they are giving up
16 certain benefits associated with the use of AMI service including the automatic outage
17 notification capability and access to timely metering data.

18

19 **Q. Are there charges associated with the non-standard cellular meter option?**

20 A. Yes, customers electing the non-standard cellular meter will pay an installation charge and
21 a recurring daily charge, in addition to the otherwise applicable charges of the rate schedule
22 under which the customer is served. Specifically, the proposed installation charge is
23 \$65.86 for both the WEPCo and WPSC Rate Zones and reflects the cost of installing the

DIRECT TESTIMONY AND EXHIBITS
OF RICHARD F. STASIK

1 non-standard cellular meter and removing the customer's current AMI meter. There is no
2 charge for the Company to replace an ERT meter with a non-standard cellular meter. The
3 recurring daily charge is calculated based on (i) the incremental cost of a cellular meter
4 compared to an AMI meter and (ii) the monthly data costs associated with the cellular
5 meter compared to the AMI meter. The recurring daily charge is \$.52288 for the WEPCo
6 Rate Zone and \$0.52111 for the WPSC Rate Zone. The installation and daily charges
7 represent the total costs associated with a cellular meter which are incremental to the total
8 costs associated with an AMI meter. Exhibit A-1 (RFS-1) supports the development of
9 the charges and are based on cost-of-service principles. UMEREC represents that the
10 proposed charges are reasonable and prudent.

11
12 **Q. Is the Company proposing to amend its current Tariff to include the opt-out,**
13 **alternative to the AMI meters?**

14 **A.** Yes. In the WEPCo Rate Zone, Second Revised Sheet C-9.00 and First Revised Sheet C-
15 10.00, the following additions to Sections C2.14 and C2.15 are proposed:

16 **Section C2.14 B.**

17 ***A nonstandard meter option is available to residential and commercial customers, served***
18 ***on rate schedules Rg1, Cg1, and Cg2 who do not receive power supply service from an***
19 ***Alternative Energy Supplier and have had no instances of unauthorized use of or***
20 ***tampering with the company's service or facilities, including unauthorized reconnection***
21 ***after disconnection with due notice. The Company reserves the right to make the final***
22 ***decision with respect to the non-standard equipment used in measurement of loads for***
23 ***billing purposes. This option is not available for customers billed seasonally or those***
24 ***served under a generation rate schedule.***

25
26
27 ***A customer requesting a non-standard meter shall pay the installation and daily charges***
28 ***as indicated in the Company's Terms and Conditions of Service, Section C2.15. The***
29 ***installation charge shall be paid prior to the installation of the non-standard meter and***
30 ***is applicable in those situations where a currently installed standard meter is being***
31 ***replaced with a non-standard meter. The daily charge is in addition to the customer's***

DIRECT TESTIMONY AND EXHIBITS
OF RICHARD F. STASIK

1 *otherwise applicable charges as indicated in the rate schedule under which the customer*
2 *is served and will commence upon installation of the non-standard meter. A customer*
3 *who fails to pay their bill in full, by the date upon which the Company would assess a*
4 *late payment charge, shall have their non-standard meter removed and replaced with a*
5 *standard meter. The customer may request a non-standard meter option in the future*
6 *after waiting at least 365 days from the removal date of the non-standard meter.*
7 *Installation and daily charges will be applicable if the customer chooses the non-*
8 *standard meter option in the future.*

9
10 Section C2.15

11 *Non-standard meter charges pursuant to C2.14:*

12 *Installation charge- one-time charge per billing meter request \$65.86*

13 *Recurring daily charge \$0.52288*

14
15 In the WPSC Rate Zone, First Revised Sheet C-110.00 and First Revised Sheet C-115.00

16 the following additions to Sections C3(5) and C3(6)(g) are proposed:

17 Section C3(5)

18 *A nonstandard meter option is available to residential and commercial customers, served*
19 *on rate schedules Rg-1M, Cg-1M, and Cg-3M who do not receive power supply service*
20 *from an Alternative Energy Supplier and have had no instances of unauthorized use of*
21 *or tampering with the company's service or facilities, including unauthorized*
22 *reconnection after disconnection with due notice. **This option is not available for***
23 *customers billed seasonally or those served under a generation rate schedule.*

24
25 *A customer requesting a non-standard meter shall pay the installation and daily charges*
26 *as indicated in the Company's Standard Rules and Regulations Terms and Conditions*
27 *of Service, Section C3(6)(g). The installation charge shall be paid prior to the installation*
28 *of the non-standard meter **and is applicable in those situations where a currently***
29 ***installed standard meter is being replaced with a non-standard meter.** The daily charge*
30 *is in addition to the customer's otherwise applicable charges as indicated in the rate*
31 *schedule under which the customer is served and will commence upon installation of the*
32 *non-standard meter. A customer who fails to pay their bill in full, by the date upon which*
33 *the Company would assess a late payment charge, shall have their non-standard meter*
34 *removed and replaced with a standard meter. The customer may request a non-standard*
35 *meter option in the future after waiting at least 365 days from the removal date of the*
36 *non-standard meter. Installation and daily charges will be applicable if the customer*
37 *chooses the non-standard meter option in the future.*

38
39
40 Section C3(6)(g)

41 *Non-standard meter charges pursuant to C3(5)*

42 *Installation charge - one-time charge per billing meter request \$65.86*

43 *Recurring daily charge \$0.52111*

DIRECT TESTIMONY AND EXHIBITS
OF RICHARD F. STASIK

1 Exhibit A-2 (RFS-2) includes the revised tariff sheets.

2

3 **Q. Does this conclude your direct testimony at this time?**

4 A. Yes.

5 40509095.3/156197.00055

Installation cost of non-standard cellular meter (WEPCO and WPSC Rate Zone)

Applicable when replacing AMI meter with cellular meter

#	Description	AMI Cost	Cellular Cost	Incremental Cost
1	Installation of cellular meter	NA	\$65.86	\$65.86
2	Total upfront cost for non-standard cellular meter	\$0.00	\$65.86	\$65.86

Other non-standard cellular meter costs (WEPCO Rate Zone)

96 month meter life

#	Description	AMI Cost / Mo.	Cellular Cost / Mo.	Cellular Incremental Cost / Mo.	Cellular Incremental Cost / Day
3	Meter cost			\$12.29	\$0.40420
4	Other materials and supply			\$0.00	\$0.00000
5	Supply chain			\$0.00	\$0.00000
6	Meter shop testers			\$0.00	\$0.00000
7	Meter reading and data charges			\$3.61	\$0.11868
8	Total recurring cost for non-standard cellular meter	\$3.53	\$19.43	\$15.90	\$0.52288

Other non-standard cellular meter costs (WPSC Rate Zone)

96 month meter life

#	Description	AMI Cost / Mo.	Cellular Cost / Mo.	Cellular Incremental Cost / Mo.	Cellular Incremental Cost / Day
9	Meter cost			\$12.24	\$0.40243
10	Other materials and supply			\$0.00	\$0.00000
11	Supply chain			\$0.00	\$0.00000
12	Meter shop testers			\$0.00	\$0.00000
13	Meter reading and data charges			\$3.61	\$0.11868
14	Total recurring cost for non-standard cellular meter	\$3.52	\$19.37	\$15.85	\$0.52111

One cellular meter will be purchased and available in stock for each cellular meter purchased and installed in the field to facilitate compliance with Department of Licensing and Regulatory Affairs-Public Service Commission Technical Standard for Electric Service, Part 6: Metering Equipment Inspections and Tests. Accordingly, there will be two data charges incurred per meter installed in the field.

M.P.S.C. No. 1 – Electric
Upper Michigan Energy Resources Corporation

WEPCo and WPSC Rate Zones
Fiftieth Revised Sheet No. A-9.00
Replaces Forty-ninth Revised Sheet No. A-9.00

TABLE OF CONTENTS - CHECKLIST

<u>Sheet No.</u>	<u>Sheet Effective Date</u>
First Revised Sheet No. A-1.00	November 18, 2021
Third Revised Sheet No. A-2.00	November 18, 2021
Original Sheet No. A-3.00	January 1, 2017
Third Revised Sheet No. A-4.00	January 22, 2021
Third Revised Sheet No. A-5.00	October 24, 2018
Second Revised Sheet No. A-6.00	January 1, 2019
Fourth Revised Sheet No. A-7.00	January 1, 2019
Third Revised Sheet No. A-8.00	January 1, 2019
Fiftieth Revised Sheet No. A-9.00	MDY
Thirteenth Revised Sheet No. A-10.00	MDY
Eighteenth Revised Sheet No. A-11.00	January 1, 2023
Twenty-third Revised Sheet No. A-12.00	October 5, 2022
Twenty-fifth Revised Sheet No. A-13.00	January 1, 2023
Thirteenth Revised Sheet No. A-14.00	April 24, 2023
Original Sheet No. A-15.00	January 1, 2017
First Revised Sheet No. A-16.00	April 1, 2019
Original Sheet No. A-16.01	April 1, 2019
First Revised Sheet No. A-17.00	January 1, 2018
Original Sheet No. A-18.00	January 1, 2017
Second Revised Sheet No. B-1.00	January 9, 2019
Third Revised Sheet No. B-2.00	January 30, 2020
First Revised Sheet No. B-3.00	December 11, 2017
First Revised Sheet No. B-4.00	December 11, 2017
First Revised Sheet No. B-5.00	December 11, 2017
Second Revised Sheet No. B-6.00	September 9, 2020
Second Revised Sheet No. B-7.00	November 18, 2021
First Revised Sheet No. B-8.00	October 31, 2017
First Revised Sheet No. B-9.00	October 31, 2017
First Revised Sheet No. C-1.00	December 11, 2017
Original Sheet No. C-2.00	January 1, 2017
Original Sheet No. C-3.00	January 1, 2017
Original Sheet No. C-4.00	January 1, 2017
Original Sheet No. C-5.00	January 1, 2017
First Revised Sheet No. C-6.00	December 11, 2017
Original Sheet No. C-7.00	January 1, 2017
Original Sheet No. C-8.00	January 1, 2017
Second Revised Sheet No. C-9.00	MDY
First Revised Sheet No. C-10.00	MDY
First Revised Sheet No. C-12.00	MDY
First Revised Sheet No. C-13.00	MDY
First Revised Sheet No. C-14.00	MDY
First Revised Sheet No. C-15.00	MDY
First Revised Sheet No. C-16.00	MDY
First Revised Sheet No. C-17.00	MDY
First Revised Sheet No. C-18.00	MDY
First Revised Sheet No. C-19.00	MDY
First Revised Sheet No. C-11.00	MDY
First Revised Sheet No. C-20.00	MDY
First Revised Sheet No. C-21.00	MDY
First Revised Sheet No. C-22.00	MDY
First Revised Sheet No. C-23.00	MDY

(Continued on Sheet No. A-10.00)

Issued MM-DD-YY
T. T. Eidukas
Vice-President,
Milwaukee, Wisconsin

M.P.S.C. No. 1 – Electric
Upper Michigan Energy Resources Corporation

WEPCo and WPSC Rate Zones
Thirteenth Revised Sheet No. A-10.00
Replaces Twelfth Revised Sheet No. A-10.00

TABLE OF CONTENTS - CHECKLIST
(Continued From Sheet No. A-9.00)

<u>Sheet No.</u>	<u>Sheet Effective Date</u>
Original Sheet No. C-24.00	January 1, 2017
Original Sheet No. C-25.00	January 1, 2017
Original Sheet No. C-26.00	January 1, 2017
Second Revised Sheet No. C-27.00	January 22, 2021
Second Revised Sheet No. C-28.00	January 22, 2021
First Revised Sheet No. C-29.00	December 11, 2017
First Revised Sheet No. C-30.00	December 11, 2017
First Revised Sheet No. C-31.00	December 11, 2017
Second Revised Sheet No. C-32.00	October 24, 2018
First Revised Sheet No. C-33.00	October 24, 2018
Second Revised Sheet No. C-34.00	July 9, 2020
First Revised Sheet No. C-35.00	October 24, 2018
First Revised Sheet No. C-36.00	October 24, 2018
Original Sheets No. C-37.00 – 99.00	October 24, 2018
Original Sheet No. C-100.00	January 1, 2017
Original Sheet No. C-101.00	January 1, 2017
Original Sheet No. C-102.00	January 1, 2017
Second Revised Sheet No. C-103.00	January 22, 2021
First Revised Sheet No. C-104.00	January 22, 2021
Second Revised Sheet No. C-105.00	January 22, 2021
Original Sheet No. C-106.00	January 1, 2017
Original Sheet No. C-107.00	January 1, 2017
Original Sheet No. C-108.00	January 1, 2017
Original Sheet No. C-109.00	January 1, 2017
<i>First Revised</i> Sheet No. C-110.00	<i>MDY</i>
<i>First Revised</i> Sheet No. C-111.00	<i>MDY</i>
<i>First Revised</i> Sheet No. C-112.00	<i>MDY</i>
<i>First Revised</i> Sheet No. C-113.00	<i>MDY</i>
<i>First Revised</i> Sheet No. C-114.00	<i>MDY</i>
<i>First Revised</i> Sheet No. C-115.00	<i>MDY</i>
<i>First Revised</i> Sheet No. C-116.00	<i>MDY</i>
<i>Second Revised</i> Sheet No. C-117.00	<i>MDY</i>
<i>Second Revised</i> Sheet No. C-118.00	<i>MDY</i>
Original Sheet No. C-119.00	January 1, 2017
Original Sheet No. C-120.00	January 1, 2017
Original Sheet No. C-121.00	January 1, 2017
Original Sheet No. C-122.00	January 1, 2017
Original Sheet No. C-123.00	January 1, 2017
Original Sheet No. C-124.00	January 1, 2017
Original Sheet No. C-125.00	January 1, 2017
Original Sheet No. C-126.00	January 1, 2017
Original Sheet No. C-127.00	January 1, 2017
Original Sheet No. C-128.00	January 1, 2017
Original Sheet No. C-129.00	January 1, 2017
Original Sheet No. C-130.00	January 1, 2017
First Revised Sheet No. C-131.00	October 24, 2018
Original Sheet No. C-132.00	October 24, 2018
First Revised Sheet No. C-133.00	July 9, 2020
First Revised Sheet No. C-134.00	July 9, 2020
Original Sheet No. C-135.00	October 24, 2018

(Continued on Sheet No. A-11.00)

Issued MM-DD-YY
T. T. Eidukas
Vice-President,
Milwaukee, Wisconsin

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

C2.14. Metering and Metering Equipment (Cont.)

- B. *A nonstandard meter option is available to residential and commercial customers, served on rate schedules Rg1, Cg1, and Cg2 who do not receive power supply service from an Alternative Energy Supplier and have had no instances of unauthorized use of or tampering with the company's service or facilities, including unauthorized reconnection after disconnection with due notice. The Company reserves the right to make the final decision with respect to the non-standard equipment used in measurement of loads for billing purposes. This option is not available for customers billed seasonally or those served under a generation rate schedule.***

A customer requesting a non-standard meter shall pay the installation and daily charges as indicated in the Company's Terms and Conditions of Service, Section C2.15. The installation charge shall be paid prior to the installation of the non-standard meter and is applicable in those situations where a currently installed standard meter is being replaced with a non-standard meter. The daily charge is in addition to the customer's otherwise applicable charges as indicated in the rate schedule under which the customer is served and will commence upon installation of the non-standard meter. A customer who fails to pay their bill in full, by the date upon which the Company would assess a late payment charge, shall have their non-standard meter removed and replaced with a standard meter. The customer may request a non-standard meter option in the future after waiting at least 365 days from the removal date of the non-standard meter. Installation and daily charges will be applicable if the customer chooses the non-standard meter option in the future.

- C. 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.
- D. Routine Tests** - The Company will, through test procedures established by the commission, endeavor to maintain its metering equipment within the accuracy limits prescribed by the commission. Test procedures and accuracy limits are set forth in R 460.3101 - R 460.3804.
- E. 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.

(Continued on Sheet No. C-10.00)

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

C2.15. Special Charges

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

Charge for any Special Services at Customer’s Request:	
During Regular Working Hours	\$35
Outside Regular Working Hours	\$70
Non-standard Meter Charges Pursuant to C2.14:	
Installation charge - one-time charge per billing meter request	\$65.86
Recurring daily charge	\$0.52288 per day
Meter Reading Charge	\$10
Meter Test Charge	\$20
Reconnect Charge:	
During Regular Working Hours	\$31
Outside Regular Working Hours	\$77
Disconnect Charge:	
Disconnect at Pole, During Regular Working Hours Greater of	\$31 or actual cost
Disconnect at Pole, Outside Regular Working Hours Greater of	\$77 or actual cost
Bad Check Handling Charge	\$15
Connections Outside Regular Working Hours	\$40
Charge for usage and billing information per request beyond one within a calendar year	\$15
Switch processing charge per switch request beyond one within a calendar year	\$62
Manual meter interrogation charge (per 2.5.3 of RAS 1)	\$15

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

C2.16. Service Disconnect at Customer’s Request

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

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

(Continued on Sheet No. C-11.00)

Issued MM-DD-YY
T. T. Eidukas
Vice-President,
Milwaukee, Wisconsin

Effective for service rendered on and after MDY

Issued under authority of the
Michigan Public Service Commission
dated MMDDYY
in Case No. U-21405

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-10.00)

C2.17. Rate Application

- A. The rates specified in this schedule are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the customer, unless otherwise provided for in these rules and regulations. In no case may service be shared with another or transmitted off the premises at which it is delivered. Service at different points and at different premises shall be separately metered and separately billed.
- B. Customers who have switched to an Alternative Electric Supplier will be allowed to only contract with a single Alternative Electric Supplier for each meter that serves them as described in the Company's Retail Access Service RAS-1.
- C. The customer may be eligible to take service under any one or two or more of the Company's delivery or power supply rates. Upon request, the Company will advise the customer in the selection of the rate which will give him or her the lowest cost of service, based on the information provided to the Company, but the responsibility for the selection of the Company rate lies with the customer. However, the Company will not advise the customer on the rates or services offered by an Alternative Electric Supplier nor compare the rates or services offered by an Alternative Electric Supplier to the Company's rates and services. The Company will provide information on the Company's rates.
- D. After the customer has selected the rate under which he or she elects to take service, the customer will not be permitted to change from that rate to another rate until at least twelve months have elapsed. Neither will the customer be permitted to evade this rule by temporarily terminating service. However, the Company may, at its option, waive the provisions of this paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate.
- E. No refund will be made of the difference in charges under different rates applicable to the same class of service.
- F. The Retail Access Service RAS-1, provides the necessary information on a customer's rights and limitations associated with retail access, if they choose to exercise that option.

C3. CONSTRUCTION POLICY

C3.1. General

- A. This section of the rules and regulations sets forth the terms and conditions under which the Company will construct and extend its facilities to serve new loads and replace, relocate or otherwise modify its facilities.
- B. Except where specifically stated otherwise, service extension policy is based on overhead construction and any financial participation by the customers for underground facilities shall be in addition to other charges provided for in these rules.
- C. Contributions in aid of construction and other deposits made with the Company under the provisions of this section shall be considered nonrefundable except where provisions for refunds are specifically stated.

(Continued on Sheet No. C-12.00)

Issued MM-DD-YY
T. T. Eidukas
Vice-President,
Milwaukee, Wisconsin

Effective for service rendered on and
after MDY

Issued under authority of the
Michigan Public Service Commission
dated MMDDYY
in Case No. U-21405

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-11.00)

C3.1. General (cont.)

- D. No refunds will be made in excess of the refundable amount deposited, and deposits shall not bear interest. Refunds, where applicable, will be made in accordance with the terms stated hereinafter.
- E. Each distribution line extension shall be a separate, distinct unit and any further line extension therefrom shall have no effect upon the agreements under which such extension is constructed.
- F. See also Section C2.8, Non-standard Service and Section C2.12, Service to House Trailers, Vans, and Buses Used as Dwelling Units.

C3.2. Residential Overhead Extension Policy

- A. Charges- For each permanent, year around dwelling, the Company will provide a single-phase line extension excluding service drop at no additional charge for a distance of 600 feet, of which no more than 200 feet is a lateral extension on the customer's private property. For each permanent, seasonal type dwelling, the Company will provide at no extra charge a 200 foot extension from a main line distribution feeder. Distribution line extension in excess of the above footages will require an advance deposit in the entire amount of excess estimated construction costs. There will also be a non-refundable contribution equal to the cost of right-of-way and clearing on such excess footage. Three-phase extensions will be on the same basis as Commercial and Industrial.
- B. Measurement- The length of any main line distribution feeder extension will be measured along the route of the extension from the Company's nearest facilities from which the extension can be made to the customer's property line. The length of any lateral extension on the customer's property shall be measured from the customer's property line to the service pole. Should the Company, for its own reasons, choose a longer route, the applicant will not be charged for the additional distance. However, if the customer requests special routing of the line, the customer will be required to pay the extra cost resulting from the special routing.
- C. Refunds – During the five year period immediately following the date of payment, the Company will make refunds of the charges paid for a financed extension under provisions of Paragraph (A) above. The amount of any such refund shall be \$500 for each permanent electric service subsequently connected directly to the facilities financed by the customer. Directly connected customers are those which do not require the construction of more than 300 feet of lateral primary distribution line. Such refunds will be made only to the original contributor and will not include any amount of contribution in aid of construction for underground service made under the provisions of the Company's underground service policy as set forth in this section. The total refund shall not exceed the refundable portion of the contribution.

C3.3. Non-residential Overhead Extension Policy

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

(Continued on Sheet No. C-13.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-12.00)

C3.3. Non-residential Overhead Extension Policy (cont.)

- C. Refunds - That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered nonrefundable.

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

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

C3.4. Service Extensions to Loads of Questionable Permanence

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

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

(Continued on Sheet No. C-14.00)

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

C3.4. Service Extensions to Loads of Questionable Permanence (cont.)

- (2) The final year of the five-year refund period
- (a) If at the end of the five-year refund period, the total distribution revenue for that period, excluding sales tax revenues, is equal to or greater than 5 times the original deposit, the balance of the deposit will be refunded.
 - (b) If at the end of the five-year refund period, the total distribution revenue, excluding sales tax revenue, is less than 5 times the original deposit, the refund for the fifth year will be applied in accordance with (1), (a) or (b) above.

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

C3.5. General Underground Service Policy

- A. This portion of the rules provides for the extension and/or replacement of underground electric distribution facilities. The Upper Peninsula of Michigan was excluded from the mandatory underground rules adopted by the Michigan Public Service Commission in Case No. U-3001. The general policy of the Company is that real estate developers, property owners or other applicants for underground service shall make a contribution in aid of construction to the Company in an amount equal to the estimated difference in cost between underground and equivalent overhead facilities.
- B. Methods for determining this cost differential for specific classifications of services are provided herein. In cases where the nature of service or the construction conditions are such that these provisions are not applicable, the general policy stated above shall apply.
- C. The Company, at the request of the developer, will install an underground electric distribution system for all new residential subdivisions, mobile home parks, multiple occupancy building complexes, and commercial subdivisions, in cooperation with the developer or owner, evidenced by a signed agreement, and in compliance with the following specific conditions:
 - (1) The developer or owners must provide for recorded easements or rights-of-way acceptable to the Company. The easements are to be coordinated with other utilities and will include easements for streetlighting cable.
 - (2) The developer or owner must provide for grading the easement to finished grade or for clearing the easement of trees, large stumps and obstructions sufficiently to allow trenching equipment to operate. Survey stakes indicating easements, lot lines and grade must be in place. The developer or owner must certify to the Company that the easements are graded to within four inches of final grade before the underground distribution facilities are installed.
 - (3) The developer or owner requesting underground construction must make a nonrefundable contribution to the Company for primary switching cabinets. When a switching cabinet is required exclusively for one customer, that customer will contribute the actual installed cost of the switching cabinet. When more than one customer is served from the switching cabinet, each customer's contribution will be the prorated total installed cost of the switching cabinet based on the number of positions required for each customer.

(Continued on Sheet No. C-15.00)

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

C3.5. General Underground Service Policy (cont.)

- (4) If trenching is required where practical difficulties exist, such as in rock or in sodden ground or when boring under streets, driveways, patios or any other paved areas, the per foot charges stated in this rule shall not apply; and the contribution in aid of construction shall be an amount equal to the total cost differential between overhead and underground construction costs, but not less than the amount calculated on the per foot basis.
- (5) The developer or owner will be responsible for any costs of relocating Company facilities to accommodate changes in grade or other changes after underground equipment is installed, and also be responsible for any damage to Company facilities caused by his or her operations or the operations of his or her contractors. An amount equal to the total costs involved, including overheads, is required for relocation or rearrangement of facilities whether specifically requested by the developer or owner, or due to the facilities becoming endangered by a change in grade.
- (6) An additional amount of \$1.00 per foot shall be added to trenching charges for practical difficulties associated with winter construction in the period from November 15 to April 30 inclusive. This charge will not apply to jobs which are ready for construction and for which the construction meeting has been held prior to September 30.

C3.6. Residential Underground Service Policy

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

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

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

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

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

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

(Continued on Sheet No. C-16.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-15.00)

C3.6. Residential Underground Service Policy (Cont.)

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

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

- (a) Charges – Prior to commencement of construction, the owner or developer shall deposit with the Company an amount equal to the estimated cost of construction of the distribution system, but not less than the nonrefundable charges set forth in the following Paragraph (b) below.
- (b) Refunds – That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered non-refundable. This amount shall be determined by multiplying the sum of the lot front footage for all lots in the subdivision by \$1.75, except for those lots served by an underground service from an overhead distribution line under the provision of Section C3.6, A. Where underground extensions are necessary in unplatted portions of the property, the nonrefundable portion of the deposit shall be computed at the rate of \$3.50 per trench foot. The balance of the deposit shall be made available to the depositor on the following basis:

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

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

(Continued on Sheet No. C-17.00)

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

C3.6. Residential Underground Service Policy (Cont.)

- B. Other Residential Underground Facilities - At the option of the applicant(s) the Company will provide underground facilities from existing overhead facilities in unplatted areas or in subdivisions where overhead electric distribution facilities have been installed.

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

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

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

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

- (2) Distribution Systems in Unplatted Areas – The Company will extend its primary or secondary distribution system from existing overhead or underground facilities. When any such extension is made from an existing overhead system the property owner may be required to provide an easement(s) for extension of the overhead system to a pole on his or her property where transition from overhead to underground can be made.

(Continued on Sheet No. C-18.00)

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

C3.6. Residential Underground Service Policy (Cont.)

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

C3.7. Non-residential Underground Service Policy

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

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

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

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

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

- (1) The Company will furnish, install, own and maintain the entire underground electric distribution system including the service lateral cables for new commercial subdivisions. Generally, the trenches will be occupied jointly by facilities of the Company and other utilities where satisfactory agreement for reimbursement exists between the Company and the other utilities.

(Continued on Sheet No. C-19.00)

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

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

- (2) The service for individual customers within a commercial subdivision will be furnished as provided for in Underground Service Connections. Certain related equipment, such as pad-mounted transformers, switching, equipment, and service pedestals, may be above-grade.
- (3) In the event the developer(s), owner(s), customer(s) or tenant(s) request relocation of facilities which are endangered by change in grade, the total cost of relocation or rearrangement of the facilities shall be borne by the requesting party(s).
- (4) The Company will install underground service connections to commercial and industrial customers and other installations within designated underground districts in cooperation with the developer or owner, evidenced by a separate signed agreement, subject to the following specific conditions:
- (5) When required, the developer or owner must provide suitable space and the necessary foundations and/or vaults for equipment and provide trenching, back-filling, conduits and manholes acceptable to the Company for installation of cables on his or her property.
 - (a) Contribution – For standard installation of distribution facilities, the applicant(s) shall make a nonrefundable contribution in aid of construction in the amount equal to the product of the total of trench length in feet to the point of beginning service multiplied by \$1.90.

Transformers will be charged on an installed basis of \$4.00 per kVA.

Service, as this term is generally understood in the electric utility field (on customer's property), is charged on the basis of \$4.00 per trench foot.

- (b) Measurement – “Trench length” shall be determined by measuring along the centerline of the trench as follows:
 - i. Primary Extensions – shall be measured along the route of the primary cable from the transition pole to each transformer or other primary termination.
 - ii. Secondary Extensions – shall be measured from each transformer or other secondary supply terminal along the route of the secondary cable to each secondary pedestal or termination. No charge will be made for secondary cable laid in the same trench with primary cable.
 - iii. Service Laterals – shall be measured from the pole or underground secondary terminal to which the serve lateral is connected along the route of the lateral trench to the point of connection to the customer's facilities. No charge will be made for service laterals laid in the same trench with primary or secondary cable.

B. Industrial Service – Distribution facilities in the vicinity of new industrial loads and built solely to serve such loads will be placed underground at the option of the applicant. This includes service to all buildings used primarily for the assembly, processing or manufacturing of goods.

- (1) Contribution – The applicant(s) shall make a contribution according to the provisions above for commercial service.

(Continued on Sheet No. C-20.00)

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

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

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

(Continued on Sheet No. C-21.00)

Issued MM-DD-YY
T. T. Eidukas
Vice-President,
Milwaukee, Wisconsin

Effective for service rendered on and
after MDY

Issued under authority of the
Michigan Public Service Commission
dated MMDDYY
in Case No. U-21405

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-109.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE

RIIM

4. 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.

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.

5. 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.

A nonstandard meter option is available to residential and commercial customers, served on rate schedules Rg-1M, Cg-1M, and Cg-3M who do not receive power supply service from an Alternative Energy Supplier and have had no instances of unauthorized use of or tampering with the company's service or facilities, including unauthorized reconnection after disconnection with due notice. This option is not available for customers billed seasonally or those served under a generation rate schedule.

A customer requesting a non-standard meter shall pay the installation and daily charges as indicated in the Company's Standard Rules and Regulations Terms and Conditions of Service, Section C3(6)(g). The installation charge shall be paid prior to the installation of the non-standard meter and is applicable in those situations where a currently installed standard meter is being replaced with a non-standard meter. The daily charge is in addition to the customer's otherwise applicable charges as indicated in the rate schedule under which the customer is served and will commence upon installation of the non-standard meter. A customer who fails to pay their bill in full, by the date upon which the Company would assess a late payment charge, shall have their non-standard meter removed and replaced with a standard meter. The customer may request a non-standard meter option in the future after waiting at least 365 days from the removal date of the non-standard meter. Installation and daily charges will be applicable if the customer chooses the non-standard meter option in the future.

(Continued on Sheet No. C-111.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-110.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE

RIIM

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

a. 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.

1) Routine Tests

The company will, through test procedures approved by the Commission, endeavor to maintain its metering equipment within the accuracy limits prescribed by the Commission.

In-service self contained single phase and 3 wire network meters will be tested with the company's Wisconsin meters under a statistical sample test plan as specified in the following sections of the Wisconsin Administrative Code:

"PSC 113.518 Statistical sample testing plan for in-service, self-contained, single phase, and 3-wire network meters."

"(1) The statistical sample testing plan described in pars. (a)-(e) may be used for testing self-contained, single phase and 3-wire network meters without demand or electronic registers or pulsing devices in place of the periodic testing requirements of s. PSC 114.51, if the commission authorizes the adoption of the plan by a utility."

"(a) All extended range, surge proof designed meters shall be divided into homogeneous groups based on meter design features and age. The groups shall be further divided into lot sizes categorized by manufacturer, type, serial number, group size or load duty cycle with lot sizes containing a minimum of 301 meters and a maximum of 22,000 meters. The number of lots or lot composition and size may be changed at the end of the sample testing year to allow for increasing or decreasing analysis of accuracy testing requirements on any segment of meters in any lot."

"(b) Annually, from each of the assembled lots, a coded sample size specified in Table A-2, Inspection Level IV, page 4 of Military Standard 414, (MIL-STD-414) dated 11 June 1957 and a corresponding actual sample size as shown on Table B-3, page 45, (MIL-STD-414), shall be randomly selected for testing and analysis purposes. Each meter in the lot sample shall be provided with a full load and light load test for accuracy at unity power factor, as specified under s. PSC 113.40 (1)(c). A separate statistical analysis shall be performed on each lot sample at each of these 2 load ranges."

"In selecting meters to be included in the required sample, a limited number of meters found to be defective as defined below may be removed from the sample and replaced with the next meter in the same lot identified by the random selection process for that lot:

- (1) "Any meter found to be not registering (stopped) at either the full load or light load test point may be removed and replaced.
- (2) "Not more than two meters found to be registering less than 95 percent or more than 105 percent at either full load or light load test point may be removed and replaced.

(Continued on Sheet No. C-112.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-111.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE

RIIM

"The number of defective meters removed under this rule from the initially selected sample for any test lot and nature of the defects shall be reported to the commission with the annual summary report required under s. PSC 113.23(4)."

"(c) The statistical analysis calculations for both the full and light load accuracy results from the sample lot tests shall be made following the example outlined on page 43 of MIL-STD-414 with the upper and lower specification limits, U and L designated at 102% and 98% respectively. The test criterion for acceptance or rejection of each lot shall be by the Standard Deviation Method, Double Specification Limit with an Acceptable Quantity Level (AQL) of 1.00 for the full load analysis and 4.00 for the light load analysis (both normal inspection) as shown on Table B-3, page 45 of MIL-STD-414."
in the sample lot may be adjusted for acceptable accuracy as required or maintained as necessary and returned to the lot."

"(d) A lot shall be deemed acceptable for continued use if the total estimated percent defective (P) is less than the appropriate maximum allowable percent defective (M) as determined from Table B-3, page 45 of MIL-STD-414, following the procedure of par. (c) for both the full load and light load analysis test points at the respective designated Acceptable Quality Levels. All of the meters in the accepted lot may be retained in use without further accuracy adjustments and will be concluded to have the accuracy characteristics specified in s. PSC 113.40 (1) (c). Meters

"(e) A lot shall be deemed unacceptable and rejected for continued use if the total estimated percent defective (P) is greater than the appropriate maximum allowable percent defective (M) as determined from Table B-3, page 45 MIL-STD-414, following the procedure of par. (c) for both the full load and light load analysis test points at the respective designated Acceptable Quality Levels on any 2 annual sample testing analysis years for the lot or any meters in the lot. All meters in a rejected lot shall be provided with an appropriate test within a period of 48 months from the date of completion of the sample analysis and all the meters tested in the rejected lot shall be adjusted to the accuracies specified in s. PSC 113.40 (1) (c). Annual statistical sample testing shall be terminated during the period when all of the meters in a rejected lot are being provided with a test and accuracy adjustment."

"(f) All meters in any lot may be tested and adjusted for proper accuracy over a 48 month period at the discretion of the utility without a sample analysis determination specifying the lot test is necessary."

"PSC 113.40 Accuracy of watthour meters."

"(1) Watthour meters used for measuring electrical quantities supplied to customers shall:"

"(c) If they are designed for use on alternating current circuits, be accurate to within plus or minus 1.0% at 2 unity power factor loads, one equal to approximately 10% and the other approximately 100% (plus or minus 10%) of the reference test current; and shall register correctly within 2.0% plus or minus at a power factor of approximately 50% lagging and at a load between 75% and 100% of the reference test current of the meter. For self-contained meters the reference test current shall be the ampere or test ampere rating of the meter, whichever is shown on the nameplate. For meters used with current transformers the reference test current shall be

(Continued on Sheet No. C-113.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-112.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE

RIIM

the test-ampere rating of the meter or the secondary rating of the current transformers."

"Metering Equipment Records"

"(1) A test record shall be made whenever a unit of metering equipment is tested and such shall be retained until a superseding test, but not less than two years or as may be necessary to comply with service rules regarding refunds on fast meters. This record shall show information to identify the unit and its location; equipment with which the device is associated; the date of test; reason for the test; readings before and after the test; a statement as to whether or not the meter "creeps" and in case of creeping, the rate; a statement of "as found" and "as left" accuracies sufficiently complete to permit checking of the calculations employed; indications showing that all required checks have been made; a statement of repairs made, if any, and identification of the testing standard and the person making the test. Test results from automatic testing equipment need not show the detail of the calculations employed."

"(2) Each utility shall keep a record for each unit of metering equipment showing when the unit was purchased; its cost; utility's identification; associated equipment; essential name-plate data; dates of the last two tests; results of the last "as found" and "as left" tests unless separate records are kept of each test for each unit; and locations where installed with dates of installation and removal. These records shall be maintained for the life of the meter or as may be necessary to comply with service rules regarding refunds on fast meters."

2) 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. If such test reveals meter registration of less than 98% of that of the test equipment, the charge will be billed. 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.

3) 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.

b. 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.

(Continued on Sheet No. C-114.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-113.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE

RIIM

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.

6. 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:

- a. Supplemental Utility Services – The rates and charges shown in this section are not approved by the Michigan Public Service Commission. Changes will be made by the Company from time-to-time to include the current rates and charges for services offered.

- 1) The Company will charge the prevailing Time, Material and/or Vehicle rates for services which shall include, but are not limited to the following:
 - a) Relocating Company owned facilities, including services and meters when requested by the Customer.
 - b) Repairs to correct safety code violations on Customer owned facilities when required by applicable laws, codes or regulations.
 - c) Installing meter protection when the Customer fails or is unable to provide a safe location for the meter assembly.
 - d) Upgrading Company owned facilities to accommodate increased energy usage by the Customer. The Customer's payment for this service may be partially offset by a credit based on the Customer's expected annual load increase.
 - e) Installing a temporary meter set.
 - f) 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 ready for the Company to perform the requested work.

b. Special Meter Readings

- 1) When the Company, at the request of the customer:
 - a) Reads a meter on a day other than the scheduled meter reading date, and/or
 - b) Issues a written bill on a day other than the scheduled billing date.

The customer will be billed a \$28.00 charge unless there is a change in the customer of record. There will be only one \$28.00 charge if both the gas and electric meters are read at the same time.

(Continued on Sheet No. C-115.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-114.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE

RIIM

- 2) 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 verbally, at no cost, and no written bill will be issued.
- c. Meter Test Charge \$30.00
- d. Reconnect Charge -
During Regular Working Hours \$45.00
Outside Regular Working Hours \$90.00
- e. 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.
- f. 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 or Sundays or holidays, the charges specified for reconnections outside regular hours shall apply.
- g. Non-standard Meter Charges Pursuant to C3(5)
Installation Charge - one-time charge per billing meter request \$65.86
Recurring daily charge \$0.52111 per day

7. OTHER CONDITIONS OF SERVICE

- a. Service Disconnect
Service to the customer's premises may be disconnected by the company under the following conditions:
- 1) At Customer's Request
- a) Upon Termination
The company will disconnect service with no charge to the customer upon due notice as provided elsewhere in these rules. However, if restoration of service at the same location is requested by the same customer or property owner(s), a reconnect charge will be applied. The reconnect charge will be increased by the amount of the minimum charge in the applicable rate schedule for the months service was disconnected, provided such reconnect is made during the twelve (12) month period immediately following disconnect.
- b) For Repairs
The company will temporarily disconnect service to facilitate repairs or other work on the customer's equipment or premises. Special service charges as set forth in Section II., 6., will be applicable.

(Continued on Sheet No. C-116.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-115.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE

RIIM

2) At Company's Option - Commercial & Industrial (Also see Section II., 4.)

a) With Due Notice

The company may disconnect service upon due notice for any of the following reasons:

- 1) For violation of these rules and regulations.
- 2) For failure to fulfill contractual obligations.
- 3) For failure to provide reasonable access to the customer's premises.
- 4) For failure to pay any bill within the established collection period.
- 5) For failure to provide deposits as provided elsewhere in these rules.
- 6) Upon written notice from governmental inspection authorities of condemnation of the customer's facilities or premises.
- 7) For fraudulent representation as to the use of service.

b) Without Notice

The company reserves the right to disconnect service without notice for any of the following reasons:

- 1) Where hazardous conditions exist in the customer's facilities.
- 2) Where the customer's use of service adversely affects the company's facilities or service to other customers.
- 3) For unauthorized reconnection after disconnection with due notice.
- 4) For unauthorized use of or tampering with the company's service or facilities.

c) 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.

b. 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.

(Continued on Sheet No. C-117.00)

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-116.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE

RIIM

1) 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.

2) 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:

a) 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 or the appropriate general service or commercial and industrial service rate. For the purpose of billing under the residential 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.

b) 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) 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.

(Continued on Sheet No. C-118.00)

M.P.S.C. No. 1 – Electric
Upper Michigan Energy Resources Corporation

WPSC Rate Zone
Second Revised Sheet No. C-118.00
Replaces First Revised Sheet No. C-118.00

COMPANY RULES AND REGULATIONS
(Continued from Sheet No. C-117.00)

C3. STANDARD RULES & REGULATIONS-TERMS & CONDITIONS OF SERVICE

RIIM

- 4) Farm Service
Service shall be available to farms for residential use under the residential service rate, 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 or used on the customer's farm. Use of service for purposes other than set forth above shall be served and billed on the appropriate general service rate.
 - 5) Year-Round Service
Service to customer at the address shown on his driver's license and voter's registration card.
 - 6) Seasonal Service
Service to customers other than to year-round customers.
- c. Deposits - Commercial & Industrial
Deposits for nonresidential customers are governed by the provisions of R460.108 and R460.111a.
- d. Deposits – Residential
Deposits for residential customers are governed by the provisions of R 460.108, R 460.109, and R 460.111 et seq.

Issued MM-DD-YY
T. T. Eidukas
Vice-President,
Milwaukee, Wisconsin

Effective for service rendered on and
after MDY

Issued under authority of the
Michigan Public Service Commission
dated MMDDYY
in Case No. U-21405

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
UPPER MICHIGAN ENERGY RESOURCES)
CORPORATION for authority to amend its)
Rate Book for Electric Service (“Tariff”) to)
provide customers a non-standard metering option)
and approval of related charges.)

Case No. U-21405

PROTECTIVE ORDER

This Protective Order governs the use and disposition of Protected Material that Upper Michigan Energy Resources Corporation (“Applicant”) or any other Party discloses to another Party during the course of this proceeding. The Applicant or other Party disclosing Protected Material is referred to as the “Disclosing Party”; the recipient is the “Receiving Party” (defined further below). The intent of this Protective Order is to protect non-public, confidential information and materials so designated by the Applicant or by any other party, which information and materials contain confidential, proprietary, or commercially sensitive information. This Protective Order defines “Protected Material” and describes the manner in which Protected Material is to be identified and treated. Accordingly, it is ordered:

I. “Protected Material” and Other Definitions

A. For the purposes of this Protective Order, “Protected Material” consists of trade secrets or confidential, proprietary, or commercially sensitive information to be provided by Disclosing Party in the form of testimony, exhibits, workpapers, discovery, audit responses, and any arguments of counsel describing or relying upon the Protected Material. Subject to challenge under Paragraph IV.A, Protected Material shall consist of non-public confidential information and

materials including, but not limited to, the following information disclosed during the course of this case if it is marked as required by this Protective Order:

1. Trade secrets or confidential, proprietary, or commercially sensitive information provided in response to discovery, in response to an order issued by the presiding officer or the Michigan Public Service Commission (“MPSC” or the “Commission”), in testimony or exhibits filed in this case, or in arguments of counsel;

2. To the extent permitted, information obtained under license from a third-party licensor, to which the Disclosing Party or witnesses engaged by the Disclosing Party is a licensee, that is subject to any confidentiality or non-transferability clause. This information includes reports; analyses; models (including related inputs and outputs); trade secrets; and confidential, proprietary, or commercially sensitive information that the Disclosing Party or one of its witnesses receives as a licensee and is authorized by the third-party licensor to disclose consistent with the terms and conditions of this Protective Order;

3. Information that could identify the bidders and bids, including the winning bid, in a competitive solicitation for a natural gas purchase agreement or in a competitively bid engineering, procurement, or construction contract at any stage of the selection process (i.e., before the Disclosing Party has entered into a power purchase agreement or selected a contractor); and

4. Information that is protected as confidential in other jurisdictions that Applicant provides utility service.

B. The information subject to this Protective Order does not include:

1. Information that is or has become available to the public through no fault of the Receiving Party or Reviewing Representative and no breach of this Protective Order, or information that is otherwise lawfully known by the Receiving Party without any obligation to hold it in confidence;

2. Information received from a third party free to disclose the information without restriction;

3. Information that is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization;

4. Information that is required by law or regulation to be disclosed, but only to the extent of the required disclosure; or

5. Information that is disclosed in response to a valid, non-appealable order of a court of competent jurisdiction or governmental body, but only to the extent the order requires.

C. “Party” refers to the Applicant, MPSC Staff (“Staff”), the Michigan Attorney General, or any other person, company, organization, or association that is granted intervention in

this Case No. U-21405 under the Commission’s Rules of Practice and Procedure, Mich Admin Code, R 792.10401 et al.

D. “Receiving Party” means any Party to this proceeding who requests or receives access to Protected Material, subject to the requirement that each Reviewing Representative sign a Nondisclosure Certificate attached to this Protective Order as Attachment 1.

E. “Reviewing Representative” means a person who has signed a Nondisclosure Certificate and who is:

1. an attorney who has entered an appearance in this proceeding for a Receiving Party;
2. an attorney, paralegal, or other employee associated, for the purpose of this case, with an attorney described in Paragraph I.E.1;
3. an expert or employee of an expert retained by a Receiving Party to advise, prepare for, or testify in this proceeding; or
4. an employee or other representative of a Receiving Party with significant responsibility in this case.

A Reviewing Representative is responsible for assuring that persons under his or her supervision and control comply with this Protective Order.

F. “Nondisclosure Certificate” means the certificate attached to this Protective Order as Attachment 1, which is signed by a Reviewing Representative who has been granted access to Protected Material and agreed to be bound by the terms of this Protective Order.

II. Access to and Use of Protected Material

A. This Protective Order governs the use of all Protected Material that is marked as required by Paragraph III.A and made available for review by the Disclosing Party to any Receiving Party or Reviewing Representative. This Protective Order protects: 1) the Protected Material; 2) any copy or reproduction of the Protected Material made by any person; and 3) any memorandum, handwritten notes, or any other form of information that copies, contains, or discloses Protected Material. All Protected Material in the possession of a Receiving Party shall be

maintained in a secure place. Access to Protected Material shall be limited to persons authorized to have access subject to the provisions of this Protective Order.

B. Protected Material shall be used and disclosed by the Receiving Party solely in accordance with the terms and conditions of this Protective Order. A Receiving Party may authorize access to and use of Protected Material by a Reviewing Representative identified by the Receiving Party, subject to Paragraphs III and V below, only as necessary to analyze the Protected Material; make or respond to discovery; present evidence; prepare testimony, argument, briefs, or other filings; prepare for cross-examination; consider strategy; and evaluate settlement. These individuals shall not release or disclose the content of Protected Material to any other person or use the information for any other purpose.

C. The Disclosing Party retains the right to object to any designated Reviewing Representative if the Disclosing Party has reason to believe that there is an unacceptable risk of misuse of confidential information. If a Disclosing Party objects to a Reviewing Representative, the Disclosing Party and the Receiving Party will attempt to reach an agreement to accommodate that Receiving Party's request to review Protected Material. If no agreement is reached, then either the Disclosing Party or the Receiving Party may submit the dispute to the presiding officer. If the Disclosing Party notifies a Receiving Party of an objection to a Reviewing Representative, then the Protected Material shall not be provided to that Reviewing Representative until the objection is resolved by agreement or by the presiding officer.

D. Before reviewing any Protected Material, including copies, reproductions, and copies of notes of Protected Material, a Receiving Party and Reviewing Representative shall sign a copy of the Nondisclosure Certificate (Attachment 1 to this Protective Order) agreeing to be bound by the terms of this Protective Order. The Reviewing Representative shall also provide a copy of the executed Nondisclosure Certificate to the Disclosing Party.

E. Even if no longer engaged in this proceeding, every person who has signed a Nondisclosure Certificate continues to be bound by the provisions of this Protective Order. The obligations under this Protective Order are not extinguished or nullified by entry of a final order in this case and are enforceable by the MPSC or a court of competent jurisdiction. To the extent Protected Material is not returned to a Disclosing Party, it remains subject to this Protective Order.

F. Members of the Commission, Commission staff assigned to assist the Commission with its deliberations, and the presiding officer and any other administrative law judge (“ALJ”) or ALJ Staff member working on this matter shall have access to all Protected Material that is submitted to the Commission under seal without the need to sign the Nondisclosure Certificate.

G. A Party retains the right to seek further restrictions on the dissemination of Protected Material to persons who have or may subsequently seek to intervene in this MPSC proceeding.

H. Nothing in this Protective Order precludes a Party from asserting a timely evidentiary objection to the proposed admission of Protected Material into the evidentiary record for this case.

III. Procedures

A. The Disclosing Party shall mark any information that it considers confidential as “CONFIDENTIAL: SUBJECT TO THE PROTECTIVE ORDER ISSUED IN CASE NO. U-21405.” If the Receiving Party or a Reviewing Representative makes copies of any Protected Material, they shall conspicuously mark the copies as Protected Material. Notes of Protected Material shall also be conspicuously marked as Protected Material by the person making the notes.

B. If a Receiving Party wants to quote, refer to, or otherwise use Protected Material in pleadings, pre-filed testimony, exhibits, cross-examination, briefs, oral argument, comments, or in some other form in this proceeding (including administrative or judicial appeals), the Receiving

Party shall do so consistent with procedures that will maintain the confidentiality of the Protected Material. For purposes of this Protective Order, the following procedures apply:

1. Written submissions using Protected Material shall be filed in a sealed record to be maintained by the MPSC's Docket Section, or by a court of competent jurisdiction, in envelopes clearly marked on the outside, "CONFIDENTIAL — SUBJECT TO THE PROTECTIVE ORDER ISSUED IN CASE NO. U-21405." Simultaneously, identical documents and materials, with the Protected Material redacted, shall be filed and disclosed the same way that evidence or briefs are usually filed;

2. Oral testimony, examination of witnesses, or argument about Protected Material shall be conducted on a separate record to be maintained by the MPSC's Docket Section or by a court of competent jurisdiction. These separate record proceedings shall be closed to all persons except those furnishing the Protected Material and persons otherwise subject to this Protective Order. The Receiving Party presenting the Protected Material during the course of the proceeding shall give the presiding officer or court sufficient notice to allow the presiding officer or court an opportunity to take measures to protect the confidentiality of the Protected Material; and

3. Copies of the documents filed with the MPSC or a court of competent jurisdiction, which contain Protected Material, including the portions of the exhibits, transcripts, or briefs that refer to Protected Material, must be sealed and maintained in the MPSC's or court's files with a copy of the Protective Order attached.

C. It is intended that the Protected Material subject to this Protective Order should be shielded from disclosure by a Receiving Party only to the extent permitted by law. If any person files a request under the Freedom of Information Act with a governmental agency participating in this proceeding, including, but not limited to, the MPSC, the MPSC Staff, and the Michigan Attorney General, seeking access to documents subject to this Protective Order, the governmental agency shall promptly notify the Disclosing Party, and the Disclosing Party may take whatever legal actions it deems appropriate to protect the Protected Material from disclosure. In light of Section 5 of the Freedom of Information Act, MCL 15.235, the notice must be given at least five (5) business days before the governmental agency grants the request in full or in part.

IV. Termination of Protected Status

A. A Receiving Party reserves the right to challenge whether a document or information is Protected Material and whether this information can be withheld under this Protective Order. In response to a motion, the Commission or the presiding officer in this case may revoke a document's protected status after notice and hearing. If the presiding officer revokes a document's protected status, then the document loses its protected status after 14 days unless a Party files an application for leave to appeal the ruling to the Commission within that time period. Any Party opposing the application for leave to appeal shall file an answer with the Commission no more than 14 days after the filing and service of the appeal. If an application is filed, then the information will continue to be protected from disclosure until either the time for appeal of the Commission's final order resolving the issue has expired under MCL 462.26 or, if the order is appealed, until judicial review is completed and the time to take further appeals has expired.

B. If a document's protected status is challenged under Paragraph IV.A, the Receiving Party challenging the protected status of the document shall explicitly state its reason for challenging the confidential designation. The Disclosing Party bears the burden of proving that the document should continue to be protected from disclosure.

V. Retention of Documents

A. Protected Material remains the property of the Disclosing Party. The Protected Material only remains available to the Receiving Party, unless the Receiving Party is an agency/public official of the State of Michigan subject to state documentation retention schedules, until the time expires for petitions for rehearing of a final MPSC order in this Case No. U-21405 or until the MPSC has ruled on all petitions for rehearing in this case (if any). Should the Receiving Party be an agency/public official of the State of Michigan who retains the Protected Material to comply with applicable state documentation retention schedules, it is acknowledged that this Order will continue in effect and said Receiving Party will be required to retain the Protected Material in

accordance with this Order. Furthermore, it is understood that an attorney for a Receiving Party who has signed a Nondisclosure Certificate and who is representing the Receiving Party in an appeal from an MPSC final order in this case may retain copies of Protected Material until either the time for appeal of the Commission's final order resolving the issue has expired under MCL 462.26 or, if the order is appealed, until judicial review is completed and the time to take further appeals has expired. On or before the time specified by the preceding sentences, the Receiving Party shall return to the Disclosing Party all Protected Material in its possession or in the possession of its Reviewing Representatives—including all copies and notes of Protected Material—or destroy the Protected Material and, at the request of the Disclosing Party, certify in writing that it has done so.

B. Notwithstanding the preceding paragraph, Counsel for a Receiving Party may maintain a single confidential file of Protected Material beyond the resolution of this proceeding, provided that this Order will continue in effect with respect to the Protected Material for so long as it is retained by counsel for any requesting Party. If the Protected Material is relevant or reasonably calculated to lead to admissible evidence in another Commission proceeding relating to and involving the Disclosing Party, then it may be used subject to the issuing of a new protective order in that case. The terms of this Paragraph shall apply until the later of (i) the resolution of Applicant's next general natural gas rate case conducted after the conclusion of Case No. U-21405, or (ii) the resolution of any and all Gas Cost Recovery ("GCR") plan or GCR reconciliation cases that may be filed before the resolution of the next general natural gas rate case. For purposes of this paragraph, the "resolution" of a case means the expiration of the period of judicial review of a final order of the Commission. Counsel for a Requesting Party shall have the right to retain copies of the pleadings, orders, transcripts, briefs, comments, and exhibits in these proceedings, but this protective order will continue in effect with respect to the Protected Material contained in these documents.

VI. Limitations and Disclosures

The provisions of this Protective Order do not apply to a particular document, or portion of a document, described in Paragraph II.A if a Receiving Party can demonstrate that it has been previously disclosed by the Disclosing Party on a non-confidential basis or meets the criteria set forth in Paragraphs I.B.1 through I.B.5. A Receiving Party intending to disclose information taken directly from materials identified as Protected Material must—before actually disclosing the information do one of the following: 1) contact the Disclosing Party’s counsel of record and obtain written permission to disclose the information, or 2) challenge the confidential nature of the Protected Material and obtain a ruling under Paragraph IV that the information is not confidential and may be disclosed in or on the public record.

VII. Remedies

If a Receiving Party violates this Protective Order by improperly disclosing or using Protected Material, the Receiving Party shall take all necessary steps to remedy the improper disclosure or use. This includes promptly notifying the MPSC, the presiding officer, and the Disclosing Party, in writing, of the identity of the person known or reasonably suspected to have obtained the Protected Material. A Party or person that violates this Protective Order remains subject to this paragraph regardless of whether the Disclosing Party could have discovered the violation earlier than it was discovered. This paragraph applies to both inadvertent and intentional violations. Nothing in this Protective Order limits the Disclosing Party’s rights and remedies, at law or in equity, against a Party or person using Protected Material in a manner not authorized by this Protective Order, including the right to obtain injunctive relief in a court of competent jurisdiction to prevent violations of this Protective Order.

Administrative Law Judge

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
UPPER MICHIGAN ENERGY RESOURCES)
CORPORATION for authority to amend its)
Rate Book for Electric Service (“Tariff”) to)
provide customers a non-standard metering option)
and approval of related charges.)

Case No. U-21405

NONDISCLOSURE CERTIFICATE

By signing this Nondisclosure Certificate, I acknowledge that access to Protected Material is provided to me under the terms and restrictions of the Protective Order issued in Case No. U-21405, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by the terms of the Protective Order. I understand that the substance of the Protected Material (as defined in the Protective Order), any notes from Protected Material, or any other form of information that copies or discloses Protected Material, shall be maintained as confidential and shall not be disclosed to anyone other than in accordance with the Protective Order.

Reviewing Representative

Date: _____

Title:
Representing:

40553728.2/156197.00055

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
PUBLIC SERVICE COMMISSION

ENTRY OF APPEARANCE IN AN ADMINISTRATIVE HEARING

This form is issued as provided for by 1939 PA 3, as amended, and by 1933 PA 254, as amended. The filing of this form, or an acceptable alternative, is necessary to ensure subsequent service of any hearing notices, Commission orders, and related hearing documents.

General Instructions:

Type or print legibly in ink. For assistance or clarification, please contact the Public Service Commission at 517-284-8090.

*Please Note: The Commission will provide **electronic** service of documents to all parties in this proceeding.*

THIS APPEARANCE TO BE ENTERED IN ASSOCIATION WITH THE ADMINISTRATIVE HEARING:

Case / Company Name: Upper Michigan Energy Resources Corporation Docket No. U- 21405

Please enter my appearance in the above-entitled matter on behalf of:

1. (Name) Upper Michigan Energy Resources Corporation
2. (Name)
3. (Name)
4. (Name)
5. (Name)
6. (Name)
7. (Name)

Name Sherri A. Wellman
Address Miller Canfield
One Michigan Avenue, Suite 900
City Lansing State MI
Zip 48933 Phone 517-483-4954
Email wellmans@millercanfield.com
Date 04/18/2023

<input type="radio"/> I am not an attorney
<input checked="" type="radio"/> I am an attorney whose:
Michigan Bar # is P- <u>38989</u>
_____ Bar # is: _____
(state)

Signature: _____