

ELECTRIC SERVICE AGREEMENT  
CURTAILABLE ELECTRIC SERVICE

(Rate Schedule Cp3)

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Wisconsin Electric Power Company, d/b/a We Energies, hereinafter referred to as the Company and \_\_\_\_\_ hereinafter referred to as the Customer.

WITNESSETH:

The parties hereto, each in consideration of the Agreements of the other, agree as follows:

1. Customer warrants it meets, and will continue throughout the term of this Agreement to meet, the availability requirements of the General Primary Full Requirements Service - Curtailable Rate Schedule Cp3 in existence on the effective date of this Agreement as defined in Paragraph 10 hereof.

2. The Company will supply three-phase, 60 hertz, alternating current electric service to the Customer at \_\_\_\_\_, \_\_\_\_\_, Michigan at approximately \_\_\_\_\_ volts for the magnitude and character of load now existing or proposed, having a measured demand of not more than \_\_\_\_\_ kilowatts as defined in the rate schedule. The Company will deliver such service at one point on the premises of the Customer nearest the lines of the Company.

3. The Customer shall furnish and install the transformation and associated equipment necessary to receive service. The Customer shall be responsible for the operation, repair, and maintenance of such equipment. The Customer shall furnish and install any protective devices such as time-delay under-voltage relays, phase reversal relays, devices to protect against unbalanced phase operation of three-phase equipment and other devices necessary to prevent damage to utilization equipment which might result from imperfections in the power supply.

4. Should the Customer at some future date increase its load so that the demand therefrom exceeds the above stated level, or make a change in the character of its load (such as would result from the use of large motors, arc furnaces or electric welders), the Company may at its option specify a higher voltage for the increased load or load of different character. If the Company specifies a higher voltage, the Customer shall have the following options:

- A. Taking the added requirements at the higher voltage and being billed at two points.
- B. Being billed for service at one point at the higher voltage by installing a new high voltage substation.

5. Customer shall receive and pay for service furnished hereunder in accordance with the terms and conditions of the Company's presently filed General Primary Full Requirements Service - Curtailable Rate Schedule Cp3 and any future modifications of such rate that may be ordered or approved by the Michigan Public Service Commission (the "Commission").

6. The Customer elects to receive curtailable service credits as defined in the rate schedule, with a firm measured demand of \_\_\_\_\_ kilowatts ("contract firm demand"). The Customer may renominate its contract firm demand once during a calendar year, subject to the approval of the Company.

7. The obligations of the parties hereto to take and provide service, and the conditions under which such service is to be used and provided, shall be governed by the Company's Conditions of Delivery under the General Primary Full Requirements Service - Curtailable Rate Schedule Cp3 and the Company's Rules and Regulations on file with the Commission, subject to such changes in the filed Conditions of Delivery or Rules and Regulations as may become effective pursuant to regulatory authority.

8. The Customer shall pay the Company the penalty specified in the filed Conditions of Delivery for each instance of unauthorized use of service above the Customer's contract firm demand, during a period of curtailment of service. If the Customer fails to curtail service twice

in any consecutive twelve (12) month period, the Company may, at its discretion, remove the Customer from the Curtailable Rate, and thereafter serve the Customer under the appropriate rate.

9. If the Customer defaults in any of its obligations contained herein, the Company may suspend service to the Customer. Such suspension, however, shall not interfere with enforcement by the Company of any other legal right or remedy. No delay by the Company in enforcing any of its legal rights hereunder shall be deemed a waiver of such rights; nor shall a waiver by the Company of any of the Customer's defaults be deemed a waiver of any other or subsequent defaults.

10. This Agreement shall become effective on the Customer's next billing date following the installation of all Company and Customer equipment necessary for the measurement of the curtailment of load and the testing of same by the Company to ensure all equipment is operational.

11. This Agreement shall continue in force for an initial term of twelve (12) months, subject to the terms and conditions hereof. After the initial term, this Agreement shall continue in force for an additional term of five (5) years, unless at least thirty (30) days prior to the end of the initial term, either party provides the other with written notice of its intent not to so continue the Agreement. The additional term of this Agreement shall be automatically extended by one (1) year on each anniversary date, unless prior to such anniversary date, either party provides the other with written notice of its intent not to so extend the Agreement.

12. Customer shall have the right to negotiate cancellation of this Agreement should the General Primary Full Requirements Service - Curtailable Rate Schedule Cp3 or the Conditions of Delivery thereunder be significantly modified by order of the Commission.

13. This Agreement shall supersede all prior Agreements between the parties and shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

\_\_\_\_\_

(Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

WISCONSIN ELECTRIC POWER COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

Revised 12/07