

**GENERAL PRIMARY FULL REQUIREMENTS AND RETAIL ACCESS SERVICE –  
LARGE CURTAILABLE CONTRACT RATE CpLC**

**Availability:**

To customers (Customer or Customers) contracting for three-phase 60 hertz full requirements power service at approximately 13.8 kilovolts or higher with a minimum of 50 megawatts of curtailable load. If the curtailable load is on isolated and separately metered circuits, it will be treated as a separate service to the Customer. Customers are required to remain on the selected on-peak period for at least one year.

<b>Rates:</b> (for service at primary voltages)	13.8 kV	≥69
<b>Distribution Charges:</b>	to <69 kV	kV _____
Facilities Charge: per day	\$20.21918	\$20.21918
Demand Charge: Per kW of Customer Maximum Demand	\$2.105 OR \$0.217(a)	\$0.00
Delivery Charge: Per On- and Off-Peak kWh	\$0.00700 OR \$0.00044(a)	\$0.00
Power Factor Demand Charge: Per kW of Power Factor Demand	\$3.592	\$3.471

*Energy Optimization Surcharge: Subject to the Energy Optimization Surcharge shown on Sheet No. D-5.01.*

**Power Supply Charges:**

Demand Charge: per kW of Measured On-peak Demand	\$9.227	\$9.031
Curtailement Demand Credit: Per kW of Maximum Measured On-Peak Customer Curtailable Demand	\$5.635	\$5.560
Energy Charge: per kWh		
On-Peak (b)	\$0.04859	\$0.04756
Off-Peak (c)	\$0.03673	\$0.03594

*Renewable Energy Surcharge: Subject to the Renewable Energy Surcharge shown on Sheet No. D-5.03.*

- (a) Charge for Customer that takes service at 13,800 volts or greater, but less than 69,000 volts, directly from a Company-owned substation transformer, and is served using no Company-owned primary lines.
- (b) General Primary on-peak usage is the energy in kilowatthours delivered during the on-peak period selected by the Customer. The two on-peak periods available are: 8:00 a.m. to 8:00 p.m. and 10:00 a.m. to 10:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (c) General Primary off-peak usage is the energy in kilowatthours delivered during all hours other than on-peak hours.

For Determination of Demand, see Sheet Nos. D-32.00 – D-33.00.

Subject to power supply cost recovery factor. Applies to all Power Supply Energy Charges. See Sheet Nos. D-3.00 and D-4.00.

**Minimum Charge:**

The monthly minimum charge shall be the Facilities Charge plus the Demand Charge for Contract Demand. Contract Demand shall be no less than 50 megawatts.

**Late Payment Charge:**

A one and one half percent (1.5%) per month Late Payment Charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-33.00)

Issued *May 29, 2009*  
R.A. Draba  
Vice-President,  
Milwaukee, Wisconsin

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(Continued from Sheet No. D-32.00)**

**Power Factor Demand:**

Demand charges in this rate schedule are based on a standard power factor of 1.00. The power factor shall be calculated from the kilowatthours "A", as obtained from the watt-hour meter, and the kilovolt-ampere reactive hours "B", as obtained from a leading/ lagging reactive component meter, which are used during the same 60 minute period in which the maximum measured on-peak demand occurs by the following formula:

$$\text{Peak Power Factor} = A \text{ divided by square root of } (A^2 + B^2)$$

- (a) For Power Factors between 98% leading and 90% lagging:

$$\text{Power Factor Demand} = 0$$

- (b) For lagging Power Factors below 90%:

$$\text{Power Factor Demand} = (\text{Contract Demand}) \times (0.65) (1 - \text{Peak Power Factor})$$

- (c) For leading Power Factors below 98%:

$$\text{Power Factor Demand} = (\text{Contract Demand}) \times (1 - \text{Peak Power Factor})$$

**Other Determinations of Demand:**

**1. Measured Demands**

- (a) Measured demand shall be the rate at which energy is used for a period of 60 consecutive minutes as ascertained by a watt-hour meter and an associated electronic recorder or other standard measuring device.
- (b) Measured on-peak demand shall be the maximum measured demand established during on-peak hours within the billing period.

**2. Contract Demands**

A Customer served under this rate schedule must enter into a contract that specifies a Contract Firm Demand level, and Contract Curtailable Demand level, each specified in kW. Seasonal variances between summer and non-summer demand nomination levels will be allowed for service under the CpLC tariff per terms and conditions in the service contract.

The Customer may, in its sole discretion, re-nominate its Contract Demand levels by providing written notice to the Company of its revised nominations at least 60 days prior to the contract anniversary date. Revised Contract Demand levels shall take effect on the contract anniversary date and shall remain in effect until the effective date of any subsequent Contract Demand re-nominations.

Within two hours of being notified to curtail by the Company, the Customer must curtail demand to the curtailment demand level specified by the Company, but no less than the Contract Firm Demand level, and remain at or below the curtailment demand level until the Customer is notified by the Company that the curtailment period has ended. The notice to curtail shall be confirmed in writing to the Customer's designee for receiving such notices and the Customer's designee shall acknowledge receipt of such notice, with the Customer's intent to comply with such notice, as soon as reasonably possible.

**3. Curtailable Demand**

Curtailable Demand is that portion of measured demand that exceeds the Contract Firm Demand. If Measured Demand is less than the contract Firm Demand level, Curtailable Demand = 0.

**4. Customer Maximum Demand**

Customer maximum demand shall be the maximum measured demand which occurs during either the on- or off-peak period, in the current or preceding 11 billing periods.

(Continued on Sheet No. D-34.00)

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(Continued from Sheet No. D-33.00)**

**Conditions of Delivery:**

1. The Customer must execute an initial one year contract which specifies, among other terms of service, that the Customer will notify the Company at least 30 days before the contract ends as to whether the Customer will continue the curtailable service contract for a minimum of three more years or execute a new contract for service under the appropriate firm service rate. The curtailable service contract will contain a provision which, absent notice, will automatically extend the contract for three years from each anniversary date. At any time, the Customer may terminate the curtailable service contract before its expiration date without penalty. Further, nothing in this tariff prevents the Customer at any time from engaging in self generation or seeking service from an alternative electric supplier to serve all or a portion of its load. However, load removed from the service contract for the reasons of self-service or service from an AES will not be eligible for firm service under this tariff for the remainder of the contract term in place at the time such load is removed from the service contract.
2. If the Customer's curtailable demand is less than 50 MW for any three consecutive months, the Company may suspend service under this rate and thereafter serve the Customer under the appropriate rate.
3. For purposes of determining the Customer's eligibility for this rate, the Customer's curtailable demand will be the difference between the Customer's maximum measured demand during the last consecutive twelve month period and the Customer's proposed Contract Firm Demand.
4. The Customer shall, at its expense, install all apparatus and materials necessary for the measurement of the curtailment of load. The Customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.
5. Service under this rate shall be subject to curtailment solely due to, and only to the extent of, capacity constraints which preclude the ability of the Company to meet system demands. The sum of capacity curtailment hours will not exceed 300 hours in any calendar year. Brief periods of curtailment (periods that are less than four hours in duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind and other physical causes, other than intentional curtailment by the Company, shall not be considered in determining the hours of curtailment. Within five (5) business days of each curtailment, the Company shall provide written notice, and supporting documentation, to the Customer and the Public Service Commission, identifying the cause of the curtailment.
6. The Customer shall be charged a penalty for each occurrence in which the Customer fails to curtail load during a period of curtailment. ***In the event of a full curtailment, the penalty shall be thirty-five dollars (\$35) per kilowatt of maximum measured demand recorded during the period of curtailment of service which is above the Customer's contract firm demand. In the event of a partial curtailment, the penalty shall be thirty-five dollars (\$35) per kilowatt of maximum measured demand recorded during the period of curtailment of service which is above the Company's requested curtailment level.*** The Company may suspend service under this rate if the Customer fails to curtail service twice in any consecutive twelve month period, and thereafter serve the Customer under the appropriate rate.
7. Should the Customer, because of fire, strike, lockout, demonstrations, environmental causes, regulatory constraints, casualties, civil or military authority, insurrection or riot, the actions of the elements, or any other like causes, be prevented from utilizing the power service as contracted, the Company will waive Paragraph 2 of these Conditions of Delivery for such period; provided, however, that the period of time of such suspension of use of power shall be added to the period of the contract; and further, provided that the Customer notifies the Company in writing within six days of the Customer's inability to use said power service, specifying reasons therefore. In no event shall the period of deferral last longer than two (2) months.

(Continued on Sheet No. D-34.01)

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*(Continued from Sheet No. D-34.00)*

Conditions of Delivery (Cont.):

8. The Customer shall pay in advance of construction all costs estimated by the Company for facilities to serve the curtailable load.
9. The Company shall use reasonable diligence in furnishing an uninterrupted and regular supply of power, but it shall not be liable for interruptions, deficiencies, or imperfections of electric service provided under this rate except to the extent of a prorated reduction of the demand charge provided herein.
10. Customers with their own generating equipment shall be required to separately meter such equipment.

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