2nd Rev. Sheet No. D-30.00 Replaces 1st Rev. Sheet No. D-30.00

## D2. Commercial Power - Interruptible Rider

CP-I

## WHO MAY TAKE SERVICE:

Any customer taking service under the WP-3 or Cp-U tariffs.

1. CONTRACTS

R

Customers desiring interruptible service shall be required to sign individual customer contracts. Customer contracts shall have a minimum term of five years with a two year cancellation notice. After(date rate effective plus one month), customers desiring the commencement of interruptible service at the start of or during a calendar year shall be required to sign a contract prior to April 15th of the preceding year, unless otherwise approved by the company. Normally customers that are both new and unanticipated may contract for service at any time.

Company reserves the right to deny interruptible service if customer is not able to demonstrate reasonable ability to comply with interruptible requirements.

Unless mutually agreed otherwise by the parties, the contract shall be in effect for a minimum initial term of five years, and from year to year thereafter unless the company or the customer shall, at least 24 months before the end of such period or any one year period thereafter, serve upon the other party a written notice of election to terminate service at the end of such designated period. Customer retains the same right as other firm customers to obtain power supply from an Alternate Energy Supplier.

The maximum hours of interruption in a calendar year shall not exceed 600 hours.

2. CONTRACTED DEMAND NOMINATIONS

Customer shall contract for a given amount of firm and interruptible demand. Customer may elect to contract specific amounts for each month of the calendar year or may choose to contract the same amount each month.

- a. <u>Variable Interruptible Demand</u> The contracted firm demand shall be billed as the system demand at the appropriate system demand charge. Any excess monthly demands above the firm demand shall be considered as variable interruptible demand.
- b. <u>Nomination Revisions</u>: Demand nominations shall be revised at least annually on or before April 15th to cover the first succeeding calendar year and before September 15<sup>th</sup> to cover the second through the fifth succeeding calendar years. Said revision shall delete data for expired demand nominations and add additional nominations to cover a complete 60 month period. On any revision the renomination of any demands for any year shown in a previous nomination or revision of a previous nomination is permitted; provided however, that said revision cannot include any of the following except as allowed in paragraph 2.c, unless otherwise approved by the company:

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	<ul> <li>a decrease in firm demand; or</li> <li>a decrease in variable interruptible demand in conjunct comparable increase in firm demand;.</li> </ul>	ion with a
	The company shall approve all requests for increases in f subject to the conditions of paragraph 5.	irm demand,
	Should a customer fail to supply a revised demand nominat next year on or before April 15th, the customer's demand file with the Company for the next year shall be used for and interruptible compliance verification.	nomination on
	Should a customer fail to supply revised nominations for or before September 15th, nominations previously made for will be used and the year 4 nomination will be used for t nomination.	years 2-4
c.	Demand Nomination Revisions The annual revision of demand nominations from previous y include a decrease in peak load period firm demand or a convariable interruptible demand in conjunction with a compa- increase in peak load period firm demand at the time of the revision according to one of the following two renominations	lecrease in arable che annual
	1) The above nominations for the next calendar year may by 5% (Option 1) or 25% (Option 2) (rounded up to ne of the firm nomination (On Peak Demand Period) plus shown for this calendar year on the latest effective The company reserves the right to limit to plus or m total adjustments by all customers selecting Option adjustment shall be determined by the total increase nominations.	arest 100 Kw) interruptible nomination. inus 5 Mw the 2. The total
	2) The above nominations for the second calendar year m by 5% (Option 1) or 0% (Option 2) (rounded up to nea of the firm nomination (On Peak Demand Period) plus shown for this calendar year on the latest effective	rest 100 Kw) interruptible
	3) The above nominations for the third calendar year ma by 10% (Option 1) or 0% (Option 2) (rounded up to ne of the firm nomination (On Peak Demand Period) plus shown for this calendar year on the latest effective	arest 100 Kw) interruptible
	4) The above nominations for the fourth calendar year m by 15% (Option 1) or 0% (Option 2) (rounded up to ne of the firm nomination (On Peak Demand Period) plus shown for this calendar year on the latest effective	arest 100 Kw) interruptible
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CONCENSION (		

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	5) There are no restrictions on the reductions permitted f nominations effective for the Off Peak demand periods.	or firm
	6) The re-nomination option for a calendar year must be ch the time of the first required re-nomination for that c year and shall not be changed, unless otherwise approve company. For customers with new interruptible contract 1 shall apply for the first three calendar years.	alendar d by the
d.	Demand Nomination Transfer Agreements Interruptible customers who execute special contracts shall to enter into written agreements with the Company to transfer interruptible load from one customer to another for one or m calendar months with written notice to the company at least prior to any calendar month in which any such agreement comm Such agreements shall require that balancing demand renomina made by the agreeing parties such that firm demand nomination change in total from those previously nominated. Transfers interruptible load are required to be 200 Kw or more between customers.	er hore 10 days hences. htions be ons do not of
Cust Econ main decl mark gene	ERRUPTIONS tomers shall be subject to two types of interruptions - Emergenomic. Emergency interruptions may be declared to reduce load nation the reliability of power system. Economic interruptions lared during times in which the price of electricity in the re- ket significantly exceeds the cost of operating typical Compar- eration. For the purposes of this tariff, an Economic Interru- gger Price (EITP) will be used to define this cost.	d to s may be egional ny peaking
A. 1	ECONOMIC INTERRUPTIONS	
	Day Ahead LMP Market 1. <u>Occurrence</u> Company's Locational Marginal Price (LMP)at the MISO not "UPPC.INTEGRATD" exceeds the Company's Buyout Threshold	
	EITP = The Greater of $0.06$ /kWh or $1.25 \ge 13900$ BTU/kWh Effective Gas Rate for gas fired generation. The Compar- reserves the right to increase the EITP to manage hours interruption during the year.	ny
	2. <u>Notification</u> The Company shall provide notification of economic buyor upon the settlement of the MISO market. Notification w sent to customers the earlier of, 8:00 am of the operat one hour before the start of an interruption.	ill be
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	3.	Buyout Price Buy-out prices will be set at 110% of the market price p applicable additional costs or credits assessed by MISO through without markup.	
		Time LMP Market	
	1.	Occurrence If Day Ahead LMP is less than EITP, Economic interruption still occur when real time LMP is expected to exceed EIT either due to loss of a generator or significantly highe expected loads, Company is incurring real time LMP costs excess of the EITP.	P and r than
	2.	Notification The company shall endeavor to provide notice of interrup as much lead time as possible. Notice to interrupt will signal to designated equipment of the customer or, at the discretion of the company, through some designated verba Under normal circumstances, a minimum of one hour will be before each interruption. This is subject to change due unmanageable capacity situations which could require inter of loads to maintain system standards of operations. Cur will make good faith efforts to assist the Company in the unplanned situations to help maintain system standards of operations, however, customers will not be subject to rea- pricing or penalties until a minimum of the one hour not period has passed.	be by a e l means. e given to erruption stomer ese f al time
A. <u>ECO</u>	Mana 1. A i t i f t	<u>INTERRUPTIONS</u> <u>Agement of Interruptible Hours</u> After 150 hours of the combination of emergency or economi interruption, the Company reserves the right to increase to to manage the annual interruptible hours. Upon reaching 1 in any calendar year, the Company shall promptly review the situation including but not limited to the system condition of year, prospects for future interruptions, and other rel factors, and shall make a good faith determination whether the circumstances presented, the EITP should be increased. Company shall communicate such review and determination to customers taking service under this tariff.	he EITP 50 hours e ns, time evant , under The
	c	If the total hours of requested interruption equals the ma contracted hours of interruption during any calendar year, customer's interruptible load will have the same character firm system customer load for the balance of the calendar	the istics of
	k	The company will equalize the hours of interruption on an pasis for all customers taking service under this interrup rider to the extent reasonably practical.	
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	Settlement Agreements Customers will be billed the most current market price and available at the time of billing. If billing occurs before day market settlement, 20% will be added to the market price billing occurs after the seven-day settlement, 10% will be the market price. Adjustments will be made to previous bill the 105 day settlements have been made with the market auth adjustments are within a maximum of 5% or \$100, no adjustment made.	e the seven ce. If added to lings after nority. If
B. EMERG	GENCY INTERRUPTIONS	
	1. <u>Occurrence</u> Emergency Interruptions may occur when the Company, th Transmission Operator or the Reliability Authority fee distribution, transmission equipment, or supply to fin is in jeopardy. Such interruptions will be declared a MPSC, MISO and company standard rules and regulations	el the rm customers according to
	2. <u>Notification</u> The company shall endeavor to provide notice of intern as much lead time as possible. Notice to interrupt we signal to designated equipment of the customer or, at discretion of the company, through some designated ver Under normal circumstances, a minimum of one hour will before each interruption. This is subject to change of unmanageable capacity situations which could require a of loads to maintain system standards of operations.	ill be by a the rbal means. l be given due to
	3. <u>PENALTY BILLING</u> Failure to remove all non firm load when notified of a interruption shall result in the customer being asses financial penalty and Customer may be required to demo Company that it can and will comply with future inter- remain on the rate. Company retains sole discretion : determination of customer compliance with future inter- and if Company has reasonable doubt of customer compli- future interruptions, Company can immediately remove of from this non-firm service and place customer on an ap firm service rate schedule. Customer agrees to suppor in responding and cooperating with any investigations performed to determine compliance with interruptions of MISO, American Transmission Company, an applicable res- reliability council, or applicable state or federal age	sses a onstrate to ruptions to in cruptions iance with customer oplicable rt Company or audits declared by gional
	The financial penalty shall be billed the higher of th following:	ne
	1.)\$90/kW of the highest 15 minute demand of the non a was not interrupted during the interruption period, or	
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	D2.	Commercial	Power - Interruptible Rider	CP-I
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N N N N N			2.) The incremental costs incurred by the Company as a the customer's failure to comply with the interruption Incremental costs include but are not limited to purcha costs, energy imbalance and other MISO fees, and fees assesses by the applicable regional reliability council state or federal agency.	plus 10%. ase power and costs
D		Pena	lty billing in accordance with this clause shall occur i	if:
		1.	The company provided a minimum of one hour to interrupt advance and the customer fails to eliminate the interru demand which is designated for interruption by the time requested, or,	uptible
		2.	The company provides less than the contracted notice to interrupt, the contracted notice period has expired, an customer has not eliminated at least 100% of the interr demand which is designated for interruption.	d the
	4.	Such cust to exerci- on line to with the partial lo agreement	USING GENERATORS TO REDUCE FIRM DEMAND omers may elect to operate generating units monthly at f se the units and prove reliability. Customer may also r o reduce incidental peak demand. Test periods will be o Company and customer will inform Company of use of gener bads. Customers having generation may enter into separa s to allow customer's generators to be contracted by Com or other purposes.	run units coordinated rators at ate
	5.	Customers	MARKET BID PROCESS may submit bids containing hourly interruptible load an the Company for the day ahead market for price protecti market.	
			<ul> <li>a. Bids must consist of total hourly consumption and m price per kWh.</li> <li>b. Customers are financially obligated to their price defined in the customer's bid. Customers will be on 110% of the market clearing price.</li> <li>c. Customers will be charged 110% of the real time price company costs that occur during the Operating Day f interruptible load in excess of their purchased bloc energy.</li> <li>d. Customers will be credited 90% of real time prices during the Operating Day for any interruptible load less than their purchased block of energy.</li> </ul>	and volume charged ices plus for any ock of that occur
	Cont	cinued on S	heet No. D-36.00	

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D2. Commerc	ial Power - Interruptible Rider	CP-I
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	<ul> <li>e. Bids must be received by the Company &amp; before the operating day begins. (exa day is Thursday, bids must be received. The Company will make best efforts to received up to midnight prior to the of. Upon settlement of the market, the Commechanism to notify customers of the 2 prices and volumes for the operating of.</li> <li>g. Bids must be in increments of 100 KW.</li> <li>h. Customers are allowed three pricing le Company which may change based on char</li> <li>i. Customers are still subject to emerger economic interruptions for additional greater than the trigger price and the event such as loss of unit or signific load than expected.</li> <li>j. Customers will be awarded a pro rata s aggregate bid when partial bids are aw price.</li> </ul>	ample: If the operating d by Tuesday at 4:00 pm) accommodate bids operating day. mpany will provide a 24 hourly clearing day. evels, as defined by the nging market conditions. hours if the LMP is ere is an unplanned cantly higher system
Upon n compan that o cancel specif Reques firm s preceo potent revisi that a demand consid	ERVICE REQUESTS notice of cancellation or reduction of interru- by will endeavor to supply the interruptible 1 late or as soon thereafter as reasonably possi lation shall be treated as a request for firm fied otherwise by the customer, as of the date ervice as of the requested date. Such reques lence over any subsequent request for firm ser cial customer that is not specifically reflect on of the company's long range capacity plan. any portion of the interruptible demand that c 1, and is still desired by the customer, shall lered and billed as interruptible demand in ac e until that load obtains firm status.	oad on a firm basis at ble. A notice of service, unless of cancellation. ted as requests for ts shall take vice by any customer or ed in the most current It is further agreed annot be served as firm continue to be
the cu succes intern year d The ne verify compan intern necess	Suptions for audit purposes will not be extend eary to satisfy the conditions of the audit. if an actual interruption for audit purposes	luding buyouts that was st six months. The more often than once a winter On Peak Period. the of other means of ole control of the duration of the beyond the time Penalty billing will
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	D2. Commercial Power - Interruptible Rider			CP-I		
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	8.	NO PENALTY FOR CUSTOMER CESSATION OF OPERATIONS Nothing set forth in this Interruptible Rider "CP-I" shall obligate a customer to make any payments to the Company for future services pursuant to the provision of this interruptible rider, CP-I, if, prior to the end of the term of any contract entered into by the customer and the Company pursuant to this rider, the customer ceases, for any reason, business operations and no longer has any need for electrical generation provided by the Company.				
Ν	9.	INT	INTERRUPTIBLE MANAGEMENT SERVICE			
N N N N		ele com	During times of interruption (either emergency or capacity), customers may elect to manage the electric loads of multiple facilities for billing and compliance purposes. Customers will be required to sign a service agreement identifying the meters to be combined.			
Ν		Term	as and Conditions:			
N N N		a.	This provision shall not in any manner reduce the amount of interruptible load the customer in total has contracted for obligated to interrupt.	or is		
N N N		b.	Customers shall be responsible for any necessary communicati facilities to manage the electric loads of the facilities to combined.			
N N N N N N		c.	Only meters and accounts of the customer and its corporate a taking service under the company's Cp-I service are eligible combination under this Rider. For purposes of this Rider, a "corporate affiliate" of the customer shall mean any wholly- subsidiaries of the customer and, if the customer is a wholl subsidiary, the customer's corporate parent and any other wh subsidiaries of the corporate parent.	for owned y-owned		
N N N N N		d.	All accounts to be combined subject to this provision are re be paid up to date. Accounts with past due balances shall be unless otherwise agreed to by the company. The company also the right to deny this Interruptible Management Service to of that are deemed to be attempting to avoid payments or circum rate design.	e excluded reserves ustomers		
N N N		e.	Customers will not be compensated for customer-owned generat is interconnected with the Company's power supply system on tariff.			
N N		f.	All other terms and conditions of the applicable Cp-U and Cp apply.	-I tariffs		
	<u> </u>					

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