

WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

Revision 11 Sheet 120
Amendment No. 737
Rate Schedule DFP

Effective In All Areas Served In Wisconsin

EXPERIMENTAL DOLLARS FOR POWER RIDER

AVAILABILITY

Available under special contract to customers taking service under rate schedules Cp 1, Cp 3, Cp 3A, Cg 3, Cg 3A or Cg 3C who agree, on a voluntary basis, to reduce a nominated amount (50 kW minimum) at each separately metered delivery point.

RATE

Energy Credit is based on the one price the customer selects for its loads reduced during each load reduction period.

Available Energy Credit Prices

	<u>\$/kWh</u>	
\$0.40	\$0.80	\$1.25

kWh Reduction:

The kWh reduction will be determined by subtracting the actual energy measured during each load reduction period from the energy derived from the Adjusted Reference Load Shape during the same period. The average reduction during the period must be greater than or equal to 25 kW for the customer to receive a credit for the reduction.

DEFINITIONS

Primary Days:

These are the weekdays with the highest cumulative temperature-humidity index, as defined by weather recorded by the National Weather Service at Mitchell Field in Milwaukee, during the past two summer seasons, excluding those days designated as legal holidays under the Company's time of use rate schedules and days when the customer participated in any of the Company's voluntary load reduction program. The following five days are the Primary Days to be used for calculating the reference load shape for the program in the year 2011:

<u>Date</u>	<u>CTHI</u>
8/20/2010	16.32
8/31/2010	16.27
6/24/2009	15.78
8/13/2010	15.45
8/12/2010	15.30

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WISCONSIN ELECTRIC POWER COMPANY

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Substitute Days

The following ten days are the Substitute Days to be used in calculating the Reference Load Shape for the program in the year 2011. Substitute Days will be used in the calculation in the exact order listed below.

<u>Date</u>	<u>CTHI</u>
7/7/2010	15.23
8/11/2010	14.54
6/23/2009	14.01
7/6/2010	13.90
6/25/2009	13.75
8/30/2010	12.04
7/8/2010	11.89
7/16/2010	11.84
7/28/2010	11.67
8/10/2010	11.66

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Reference Load Shape:

The Reference Load Shape will be calculated from the average of each customer’s 15-minute interval loads on the five Primary Days. Any Primary Days when the customer has missing interval data or the customer account was not active will be excluded from the calculation of the average, and days from the Substitute Days list will be used. After the initial calculation of the Reference Load Shape, the on-peak energy from each day used in calculating the average will be compared to the average on-peak energy, and any day with on-peak energy less than 80% of the average will be excluded, and days from the Substitute Days list will be used if available and the average will be recalculated. This process will repeat until all five days used in the calculation of the Reference Load Shape have on-peak energy of at least 80% of the average or there are fewer than five days available for the calculation. The Reference Load Shape for those customers served under the Company’s rate schedules Cp 3, Cp 3A, Cg 3A or Cg 3C will be calculated as above except during those periods when the Company has called for a capacity curtailment under their applicable curtailable rate schedule. During those periods, their Reference Load Shape shall be their Firm Service Level as stated in their curtailable contract.

Alternate Reference Load Shape:

If there are fewer than five days available for the calculation of the Reference Load Shape, an Alternate Reference Load Shape will be used. The Alternate Reference Load Shape will be

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WISCONSIN ELECTRIC POWER COMPANY

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EXPERIMENTAL DOLLARS FOR POWER RIDER

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defined as the weekday in the current season with the highest cumulative temperature-humidity index as defined by weather recorded by the National Weather Service at Mitchell Field in Milwaukee prior to each day the customer is requested to reduce load under terms of this program (excluding those days designated as legal holidays under the Company's time of use rate schedules and also excluding those days the customer participated in any of the Company's voluntary load reduction programs). The Alternate Reference Load Shape for those customers served under the Company's rate schedules Cp 3, Cp 3A, Cg 3A or Cg 3C will be calculated as above except during those periods when the Company has called for a capacity curtailment under their applicable curtailable rate schedule. During those periods, their Alternate Reference Load Shape shall be their Firm Service Level as stated in their curtailable contract.

Adjusted Reference Load Shape:

The Reference Load Shape or if applicable the Alternate Reference Load Shape will be adjusted by the ratio of energy in the two hours prior to notification of a requested reduction to the energy derived from the Reference Load Shape or Alternate Reference Load Shape during the same two-hour time period. The Adjusted Reference Load Shape for those customers served under the Company's rate schedules Cp 3, Cp 3A, Cg 3A or Cg 3C will be derived as above except during those periods when the Company has called for a capacity curtailment under their applicable curtailable rate schedule. During those periods, there will be no adjustment to their Reference Load Shape or Alternate Reference Load Shape, unless their average load in the two hours prior to notification is below their Firm Service Level as defined in their curtailable contract.

CONDITIONS OF DELIVERY

- (1) The customer will receive an Energy Credit only if the customer's load reduction is in response to a Company request for such load reduction. The Company may invoke a load reduction period at its sole discretion for either economic reasons or capacity constraint limitations on its systems or neighboring systems. The Company will determine which customers to call for a load reduction based on the Energy Credit Price selected by the customer. The Company is not obligated to call on all its participating customers for load reductions for any given load reduction period.
- (2) Access to service under this rider may be refused if the Company believes the nominated load to be reduced will not provide adequate load reduction when in the future the Company requests reduction. The Company will notify the customer of the Company's refusal to provide service under this rider and the Company will inform the customer of their right to ask for a Commission review of the Company's refusal of service.
- (3) The customer shall, at its expense, install and operate all additional apparatus and materials necessary for the notification and/or measurement of the reduction of load.

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WISCONSIN ELECTRIC POWER COMPANY

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- (4) The customer will sign an individual customer contract to take service under this rider through December 31, 2011. The customer may elect a different Energy Credit Price once per billing period customer's next billing period. The Energy Credit Price change will take effect for the customer's next billing period. R
- (5) Prior to initiation of a load reduction period, the Company will notify the customer of the starting and ending times of each load reduction period.
- (6) Except as noted above, all conditions of delivery of the respective rate schedules under which the customer is serviced shall be applicable.
- (7) The customer will take service under this rider beginning on the next billing period that follows the latter of the execution of the contract or the installation of all apparatus and materials necessary for the notification and/or measurement of load.
- (8) For customers served under the Company's rate schedules Cp 3, Cp 3A, Cg 3A and Cg 3C, when a capacity curtailment is called by the Company, even if the customer has previously agreed to curtail under this program, at the time the capacity curtailment is to begin, the customer must shed to their appropriate firm service level under their respective curtailable contracts, but may shed load under their Firm Service Level and receive credits under this program.
- (9) For customers served under the Company's rate schedules Cp 3 and Cg 3C, when an economic curtailment is called by the Company, the customer can elect to buy through the economic curtailment under their respective non-firm rate schedules. At any time during an economic curtailment, the Company may call upon the customer to shed load under this program. At that time, the customer can either continue to buy through at the price stated under their respective curtailable rate schedule or inform the Company they will shed load under this program. For the load that is shed between the Adjusted Reference Load Shape and the customer's Firm Service Level, the customer will receive the energy credit price they selected under this program less the buyout price under their respective curtailable rate schedule for this load. The buyout price equals the customer's normal energy rate plus the surcharge as stated in their respective curtailable rate schedule. For the load the curtailable customer sheds below their Firm Service Level, they will receive the full energy credit price they selected under this program.
- (10) This rider shall expire December 31, 2011. R

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WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

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Effective In All Areas Served In Wisconsin

Amendment No. 652

Rate Schedule PMI

EXPERIMENTAL POWER MARKET INCENTIVES

AVAILABILITY

Available under special contract to demand metered customers who have 500 kW or greater of firm base load demand that they may be able to curtail.

RATE – ENERGY CREDIT

Wisconsin Electric will offer a price per kWh based on the market price of energy in the region available to the Company for the purchase or sale for each hour of the curtailment period. The Company will provide either day ahead notice or same day notice.

The price that will be paid is the quoted price.

kWh Reduction:

The kWh reduction will be determined by subtracting the actual energy measured during each load reduction period from the energy derived from the Adjusted Reference Load Shape during the same period.

DEFINITION

Reference Load Shape:

Where the customer has not entered into a customer specific reference load shape by special contract, the reference load shape will be derived from the customer's load shape on the same day of the week, one week prior, to the day a load reduction is requested. The following exclusions to the selection of the reference load shape will apply:

- 1) The day of the reference load shape cannot be a designated legal holiday under the Company's time-of-use rate schedules;
- 2) The day of the reference load shape cannot be a day in which the customer was requested to reduce load under terms of any of the Company's voluntary load reduction rate schedules or the Company's curtailable or interruptible rate schedules;
- 2) There cannot be any missing interval data for the account on the day of the reference load shape. If any of these exclusions apply, the reference load shape will be derived from the customer's load shape on the same day of the week, two weeks prior to the day a load reduction is requested. This process will continue until no exclusions apply.

The Reference Load Shape for those customers served under the Company's rate schedules Cp 2M, Cp 3, Cp 3A, Cg 3A or Cg 3C will be calculated as above except during those periods when the Company has called for a capacity curtailment/interruption under their applicable curtailable/interruptible rate schedule. During those periods, the Reference Load Shape shall be the customer's Firm Service Level as stated in their curtailable contract.

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WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

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Effective In All Areas Served In Wisconsin

Amendment No. 652

Rate Schedule PMI

EXPERIMENTAL POWER MARKET INCENTIVES

(Continued from Sheet No. 124)

Adjusted Reference Load Shape:

The Reference Load Shape will be adjusted by the ratio of energy in the two hours prior to notification of a requested reduction to the energy derived from the Reference Load Shape during the same two-hour time period. The Adjusted Reference Load Shape for those customers served under the Company's rate schedules Cp 2M, Cp 3, Cp 3A, Cg 3A or Cg 3C will be derived as above except during those periods when the Company has called for a capacity curtailment under their applicable curtailable rate schedule. During those periods, there will be no adjustment to their Reference Load Shape, unless the customer's average load in the two hours prior to notification is below their Firm Service Level as defined in their curtailable contract.

CONDITIONS OF DELIVERY

- (1) Day Ahead Notice: The Company will make best efforts to electronically notify customers of its day ahead price, the amount of load it is seeking at that price, and the period of time it is seeking such load reductions, by noon of the day preceding the curtailment day. The customer must confirm electronically within one hour the specified amount of load they will curtail for the entire curtailment period. The Company will accept customer confirmations up to the designated amount of load the Company requested based on the order the customer confirmations are received. The Company will electronically notify, within one hour, those customers whose confirmations have been accepted and who are then expected to curtail. Subject to condition 3, upon such notification, the Company shall be responsible to pay the customer for the agreed-to load reduction.
- (2) Same Day Notice: The Company will make best efforts to electronically notify customers of its same day price, the amount of load it is seeking at that price, and the period of time it is seeking such load reductions. A customer must confirm within 10 minutes the specified amount of load they will curtail for the entire curtailment period. The Company will accept customer confirmations up to the designated amount of load the Company requested based on the order the customer confirmations are received. The Company will electronically notify, within 10 minutes, those customers whose confirmations have been accepted and who are then expected to curtail. Subject to condition 3, upon such notification, the Company shall be responsible to pay the customer for the agreed-to load reduction. The curtailment period could start in as little as 20 minutes after the ending of the customer's 10 minute confirmation period.
- (3) If the customer fails to curtail as agreed upon for any portion of the curtailment period, the customer will be paid for that portion of their load that they did shed, and will pay to the Company the Company's replacement costs for that portion of the load that they agreed to shed but did not shed. Replacement costs are equal to the reasonable cost to the Company for replacement energy, transmission and any additional costs to the Company, minus the price the Company had agreed to pay the customer for its curtailment.

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WISCONSIN ELECTRIC POWER COMPANY

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Effective In All Areas Served In Wisconsin

Rate Schedule PMI

EXPERIMENTAL POWER MARKET INCENTIVES

(Continued from Sheet No. 125)

- (4) It will be at the Company's discretion to seek load reductions from customers enrolled in this tariff. The Company will make a good faith effort to utilize this tariff.
- (5) The customer will receive an Energy Credit only if the customer's load reduction is in response to a Company request for such load reduction and the Company has previously accepted the customer's confirmation of such load reduction.
- (6) Service under this rider may be refused if the Company believes the nominated load to be reduced will not provide adequate load reduction when in the future the Company requests reduction. The Company will notify the customer of the Company's refusal to provide service under this rider and the Company will inform the customer of their right to ask for a Commission review of the Company's refusal of service.
- (7) The customer shall, at its expense, install and operate all additional apparatus and materials necessary for the notification and/or measurement of the reduction of load.
- (8) The customer will sign an individual customer contract to take service under this rider for one calendar year.
- (9) The Company will notify the customer of the starting and ending times of each load reduction period.
- (10) Except as noted above, all conditions of delivery of the customer rates schedules under which they are served are applicable.
- (11) The customer will take service under this rider beginning on the next billing period that follows the later of the execution of the contract or the installation of all apparatus and materials necessary for the notification and/or measurement of load.
- (12) There is no limit as to the length of an offered curtailment period.
- (13) For customers served under the Company's rate schedules Cp3, Cp3A, Cg3A, Cg3C, and Cp2M, when a capacity curtailment/interruption is called by the Company, even if the customer has previously agreed to curtail under this tariff, at the time the capacity curtailment/interruption is to begin, the customer is to shed to their appropriate Firm Service Level under their respective curtailable or interruptible contracts, and credits under this tariff stop for load above the Customer's Firm Service Level which is shed. The customer may shed load below their Firm Service Level and receive credits under this tariff.

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WISCONSIN ELECTRIC POWER COMPANY

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Rate Schedule PMI

EXPERIMENTAL POWER MARKET INCENTIVES

(Continued from Sheet No. 126)

- (14) For customers served under the Company's rate schedules Cp 3 and Cg 3C, when an economic curtailment is called by the Company, the customer can elect to buy through the economic curtailment under their respective non-firm rate schedules. At any time during an economic curtailment, the Company may offer to the customer to shed load under this tariff. At that time, the customer can either continue to buy through at the price stated under their respective curtailable rate schedule or inform the Company they will shed load under this tariff. For the load that is shed between the Adjusted Reference Load Shape and the customer's Firm Service Level, the customer will receive the energy credit price less the buyout price under their respective curtailable rate schedule for this load. The buyout price equals the customer's normal energy rate plus the surcharge as stated in their respective curtailable rate schedule. For the load the curtailable customer sheds below their Firm Service Level, they will receive the full energy credit under this tariff.
- (15) During the initial year this tariff is in place, customers participating in the Company's Dollars for Power tariff may not participate under this rider.
- (16) The Company anticipates it may expand this tariff in the future to include customers having 500 kW of firm load through aggregation with other customers, and may allow customers to offer varying amount of load reduction at different energy prices.
- (17) The customer shall treat the price per kWh offered by the Company as confidential information and not release such information for a period of 12 months.

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WISCONSIN ELECTRIC POWER COMPANY

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Effective In All Areas Served In Wisconsin

Amendment No. 652

Rate Schedule CST

CONTRACT SERVICE TARIFF

AVAILABILITY

Service under this schedule is available to any individual customer or group of customers (the customer) who have 500kW or greater of firm base load demand:

1. Who have contracted for service with the Company that complies with Wis. Stat. Sec. 196.192 and has been approved by the Public Service Commission of Wisconsin (Commission).
2. Who have cooperated with the Company in developing an economic analysis that demonstrates that the contract, when considering its costs and benefits, will not harm shareholders of the Company or other customers of the Company.
3. Who are willing to abide by all terms of the Company's appropriate electric service schedules and riders except where modified by tariff or by Commission approved contract.

TERMS AND CONDITIONS:

1. Service under this schedule requires a written contract between the Company and the customer. Said contract must be filed with and approved by the Commission. Any amendments to the executed contract must also be filed with and approved by the Commission.
2. If the Commission raises specific issues with a contract, the Company and the customer will be allowed a reasonable time period to address those issues before the Commission approves or denies the contract.
3. The contract term shall be specified.
4. The Company must respond within thirty days of the initial receipt of a request by a customer for an individual contract, and within thirty days of subsequent proposals.
5. The Company's rejection of a customer proposal must be accompanied by an analysis detailing specific reasons for denial, or a counter proposal.

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WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

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Amendment No. 658

Effective In All Areas Served In Wisconsin

Rate Schedule PMI-Pool

EXPERIMENTAL POWER MARKET INCENTIVES – POOL N

AVAILABILITY:

Available to any customer taking service under rate schedules Cg3, Cg3C, Cg3A, Cp1, Cp2M, Cp3A, or Cp3, and any marketer and/or agent (“Pool Operator”) under special contract with customers taking service under rate schedules Cg3, Cg3C, Cg3A, Cp1, Cp2M, Cp3A, or Cp3 that agrees to reduce a nominated amount (100 kW minimum) at each account. Each Power Market Incentives Pool shall have a minimum of 500 kW of load reduction.

ADMINISTRATIVE FEE:

A monthly administrative charge of \$160 per month per aggregated pool.

RATE - ENERGY CREDIT

Wisconsin Electric (the “Company”) will offer a price per kWh based on the market price of energy in the region available to the Company for the purchase or sale for each hour of the load reduction period. The Company will provide either day ahead notice or same day notice.

The price that will be paid is the quoted price.

kWh Reduction:

The kWh reduction will be determined by subtracting the actual energy measured during each load reduction period from the energy derived from the Pool Operator Adjusted Reference Load Shape during the same period.

$\text{kWh Reduction} \times \text{quoted price} = \text{Energy Credit}$

DEFINITION

Pool Participant Reference Load Shape:

Where the Pool Participant has not entered into a specific reference load shape by special contract, the Pool Participant Reference Load Shape will be derived from the Pool Participant’s load shape on the same day of the week, one week prior to the day a load reduction is requested. The following exclusions to the selection of the Pool Participant Reference Load Shape will apply: 1) the day of the reference load shape cannot be a designated legal holiday under the Company’s time-of-use rate schedules; 2) the day of the reference load shape cannot be a day in which the individual pool customer was requested to reduce load under terms of any of the Company’s voluntary load reduction, curtailable, or interruptible rate schedules; 3) there cannot be any missing interval data for the account on the day of the reference load shape. If any of these exclusions apply, the Pool Participant Reference Load Shape will be derived from the Pool Participant’s load shape on the same day of the week, two weeks prior to the day a load reduction is requested. This process will repeat until no exclusions apply. The Pool Participant

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Amendment No. 658
Rate Schedule PMI-

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Pool

EXPERIMENTAL POWER MARKET INCENTIVES – POOL N

(Continued from Sheet No. 171)

Reference Load Shape for customers served under the Company's rate schedules Cp2M, Cp3, Cp3A, Cg3A or Cg3C will be calculated as above except during those periods when the Company has called for a capacity curtailment/interruption under their applicable curtailable/interruptible rate schedule. During those periods, the Pool Participant Reference Load Shape shall be the customer's Firm Service Level as stated in their curtailable contract.

Pool Participant Adjusted Reference Load Shape:

The Pool Participant Reference Load Shape will be adjusted by the ratio of energy in the two hours prior to notification of a requested reduction to the energy derived from the Pool Participant Reference Load Shape during the same two-hour time period. The Pool Participant Adjusted Reference Load Shape for those customers served under the Company's rate schedules Cp2M, Cp3, Cp3A, Cg3A or Cg3C will be derived as above except during those periods when the Company has called for a capacity curtailment/interruption under their applicable curtailable/interruptible rate schedule. During those periods, there will be no adjustment to the Pool Participant Reference Load Shape, unless the Pool Participant's average load in the two hours prior to notification is below their Firm Service Level as defined in their curtailable/interruptible contract.

Pool Operator Adjusted Reference Load Shape:

The Pool Operator Adjusted Reference Load Shape is the sum of the Pool Participant Adjusted Reference Load Shapes within the Pool Operator's pool.

CONDITIONS OF DELIVERY:

1. Day Ahead Notice: The Company will make best efforts to electronically notify the Pool Operator of its day ahead price, the amount of load it is seeking at that price, and the period of time it is seeking such load reductions, by noon of the day preceding the load reduction day. The Pool Operator must confirm electronically within one hour the specified amount of load they will reduce for the entire load reduction period. The Company will accept Pool Operator confirmations up to the designated amount of load the Company requested based on the order the Pool Operator confirmations are received. The Company will electronically notify, within one hour, those Pool Operators whose confirmations have been accepted and who are then expected to reduce load. Subject to conditions 3 and 5, upon such notification, the Company shall be responsible to pay the Pool Operator for the load reduction as an adjustment to the Pool Operator's bill no later than the bill for the month following the load reduction period.

(Continued to Sheet No. 173)

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WISCONSIN ELECTRIC POWER COMPANY

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Amendment No. 658
Rate Schedule PMI-

Effective In All Areas Served In Wisconsin
Pool

EXPERIMENTAL POWER MARKET INCENTIVES – POOL N

(Continued from Sheet No. 172)

2. Same Day Notice: The Company will make best efforts to electronically notify Pool Operators of its same day price, the amount of load it is seeking at that price, and the period of time it is seeking such load reductions. A Pool Operator must confirm within 10 minutes the specified amount of load it will reduce for the entire load reduction period. The Company will accept Pool Operator confirmations up to the designated amount of load the Company requested based on the order the confirmations are received. The Company will electronically notify, within 10 minutes, those Pool Operators whose confirmations have been accepted and who are then expected to reduce load. Subject to conditions 3 and 5, upon notification, the Company shall be responsible to pay the Pool Operator for the load reduction as an adjustment to the Pool Operator's bill no later than the bill for the month following the load reduction period. The load reduction period could start in as little as 20 minutes after the ending of the Pool Operator's 10 minute confirmation period.
3. If the Pool Operator fails to reduce load as agreed upon for any portion of the load reduction period, the Pool Operator will be paid for that portion of the load that it did shed, and will pay the Company the Company's replacement costs for that portion of the load that the Pool Operator agreed to shed but did not shed. Replacement costs are equal to the reasonable cost to the Company for replacement energy, transmission and any additional costs to the Company, minus the price the Company had agreed to pay the Pool Operator for its load reduction.
4. It will be at the Company's discretion to seek load reductions from Pool Operators enrolled in this tariff. The Company will make a good faith effort to utilize this tariff.
5. The Pool Operator will receive an Energy Credit only if the Pool Operator's load reduction is in response to a Company request for such load reduction and the Company has previously accepted the Pool Operator's confirmation of such load reduction.
6. Service under this tariff may be refused if the Company believes the nominated load to be reduced will not provide adequate load reduction when in the future the Company requests reduction. The Company will notify the Pool Operator of the Company's refusal to provide service under this rider and the Company will inform the Pool Operator of their right to ask for a Public Service Commission review of the Company's refusal of service.
7. The Pool Operator shall, at its expense, install and operate all additional apparatus and materials necessary for the notification and/or measurement of the reduction of load.

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WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

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Pool

EXPERIMENTAL POWER MARKET INCENTIVES – POOL N

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8. The Pool Operator will sign a special contract to take service under this rider for a 12 month period.
9. The Company will notify the Pool Operator of the starting and ending times of each load reduction period.
10. Except as noted above, all conditions of delivery of the Pool Participant's rate schedule under which it is served are applicable.
11. The Pool Operator will take service under this rider beginning on the next billing period that follows the later of the execution of the contract or the installation of all apparatus and materials necessary for the notification and/or measurement of load.
12. There is no limit as to the length of an offered load reduction period.
13. For Pool Participants served under the Company's rate schedules Cp3, Cp3A, Cg3A, Cg3C, and Cp2M, when a capacity curtailment/interruption is called by the Company, even if the Pool Participant has previously agreed to reduce load under this tariff, at the time the capacity curtailment/interruption is to begin, the Pool Participant is to shed to their appropriate Firm Service Level under their respective curtailable or interruptible contracts, and credits under this tariff stop for load above the Pool Participant's Firm Service Level which is shed. The Pool Participant may shed load below their Firm Service Level and receive credits under this tariff. The Pool Operator still remains responsible for the confirmed load reduction.
14. For Pool Participants served under the Company's rate schedules Cp2M, Cp3 and Cg3C, when an economic curtailment is called by the Company, the Pool Participant can elect to buy through the economic curtailment under their respective non-firm rate schedules. At any time during an economic curtailment, the Company may offer to the Pool Participant to shed load under this tariff. At that time, the Pool Participant can either continue to buy through at the price stated under their respective curtailable rate schedule or inform the Company they will shed load under this tariff. For the load that is shed between the Pool Participant Adjusted Reference Load Shape and the customer's Firm Service Level, the Pool Participant will receive the energy credit price less the buyout price under their respective curtailable rate schedule for this load. The buyout price equals the Pool Participant's normal energy rate plus the surcharge as stated in their respective curtailable rate schedule. For the load the curtailable Pool Participant sheds below their Firm Service Level, they will receive the full energy credit under this tariff. The Pool Operator still remains responsible for the confirmed load reduction.

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WISCONSIN ELECTRIC POWER COMPANY

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EXPERIMENTAL POWER MARKET INCENTIVES – POOL N

(Continued from Sheet No. 174)

15. Pool Participants may not participate in the Company's Dollars for Power or Power Market Incentives tariffs.

16. The Pool Operator shall treat the price per kWh offered by the Company as confidential information and not release such information for a period of 12 months.

17. In the event that electric meter reading equipment fails, the Company will estimate hourly electrical demand and confirm the estimates with the Pool Operator and the affected individual pool participants and inform both of their rights to ask for Public Service Commission review if they disagree with the Company's estimate.

18. The Pool Operator shall be required to identify in writing to the Company, at least five working days before any load reduction under this tariff, any additions or deletions to the accounts participating in the Pool for the purposes of this service.

19. The Pool Operator shall be required to comply with and be subject to all consumer rules and regulations of the Company and the Public Service Commission of Wisconsin (i.e. the Pool Operator is a customer of the Company).

20. A Pool Participant may only participate in one Pool Operator's pool on any given day.

21. The Company shall require that Pool Participants remain within their currently selected pools for the duration of the current season. Any switching between pools shall occur on April 1 or October 1, with five working days prior written notice to the Company.

22. The Company shall evaluate the creditworthiness of each Pool Operator seeking to do business with the Company on behalf of its customers before deeming them a qualified Pool Operator and granting such parties rights to pool loads. The requirements of this section 22 shall not apply to customers that only pool load from their own facilities. Specifically, the Pool Operator will be considered credit worthy upon satisfying one of the following conditions:

A.- At the time it enters into a transaction and throughout the term thereof, the Pool Operator provides the Company evidence that its long term unsecured debt securities are rated BBB or better by Standard & Poor's Corporation, or Baa2 or better by Moody's Investor Service,

(Continued to Sheet No. 176)

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WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

Revision 0 Sheet 176
Amendment No. 658
Rate Schedule PMI-

Effective In All Areas Served In Wisconsin
Pool

EXPERIMENTAL POWER MARKET INCENTIVES – POOL N

(Continued from Sheet No. 175)

or that its common stock is rated B+ or better by Standard and Poor's Corporation, it being the Pool Operator's obligation to notify the Company of any downward changes in such ratings.

B. - The Pool Operator either places in escrow or provides an unconditional letter of credit for an amount equal to or greater than the total amount to be paid to the Pool Operator by the Company under any load reduction transactions for which the curtailment period has not expired. Any letter of credit provided to the Company must be issued by a commercial bank or financial institution located in the United States or Canada whose long-term unsecured debt securities are rated A or better by Standard & Poor's Corporation or A2 or better by Moody's Investor Service, Inc., or comparable rating by another rating service acceptable to the Company in its sole discretion.

C. - The Pool Operator has, in the Company's sole discretion, a qualified long term payment history with the Company.

D. - The Company received a written guarantee from the Pool Operator's parent company (if applicable) that the parent will be unconditionally responsible for all financial obligations associated with the transaction, and the Pool Operator's parent company qualifies as credit worthy pursuant to one or more of the provisions of this section 22.

23. In the event a Pool Operator becomes delinquent in the payment of penalties, both the Company and the Pool Operator shall be required to immediately notify all Pool Participants in the pool that the pool has been dissolved. All of the former members of the pool will be eligible to be enrolled in the Dollars for Power program.

24. New customers can be added to an aggregation pool at any time, but pool switching can occur only on April 1 or October 1 as described in the Conditions of Delivery above. The Pool Operator is responsible for notifying all pool members of events.

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