

<b>TITLE</b>
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Superior Water, Light and Power Company  
 2915 Hill Ave  
 Superior, Wisconsin 54880

Schedule of Rates for Electricity,  
 Gas and Water supplied in Douglas County:

Electric	Gas	Water
City of Superior	City of Superior	City of Superior
Town of Frog Creek*	Town of Amnicon	Village of Superior
Town of Lakeside	Town of Bennett	
Town of Parkland	Town of Brule	
Town of Superior	Town of Hawthorne	
Town of Wascott	Town of Highland	
Town of Hawthorne	Town of Maple	
	Town of Parkland	
Village of Oliver	Town of Solon Springs	
Village of Superior	Town of Superior	
*Washburn County	Village of Lake Nebagamon	
	Village of Poplar	
	Village of Solon Springs	
	Village of Superior	

Rate Report Volume No 1

Original Schedules Issued March 1, 1981  
 Original Schedules Effective March 1, 1981  
 Revised Sheets Issued and Effective as Noted Thereon

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When a rate sheet is revised, the nature of the revision is noted on the right margin as follows: R - Revision, D - Deletion, A - New or Added provision.

**2005 WISCONSIN ACT 141 – ELECTRIC & GAS**

(FOR INFORMATIONAL PURPOSES ONLY)

ELECTRIC

Pursuant to the Order in Docket 5820-UR-115, the following rates to recover 2005 Wis. Act 141 costs are included in base rates of rate classes that contain customers not classified as large energy customers. All customers in the EP5 rate class are large energy customers, so the 2005 Wis. Act 141 rates listed below are not included in their base rates. Large energy customers as defined under 2005 Wis. Act 141 will be credited the charges below that are included in the base rates and will be billed a fixed monthly charge resulting from the provisions contained in the 2005 Wis. Act 141; Wis. Admin. Code PSC 113; and Wis. Statutes 196.374(3).

RATE:

Residential per kWh	\$0.00331
Nonresidential per kWh	\$0.00245

NATURAL GAS

Pursuant to the Order in Docket 5820-UR-115, the following rates are authorized to recover 2005 Wis. Act 141 costs. These rates have been imputed into the base rates of all of the company's natural gas rate classes.

Customers considered to be a large energy use customer (LEC) as defined under 2005 Wis. Act 141 that are served under all customer classes will be credited the charges below based on their actual usage and will subsequently be billed a fixed monthly charge calculated in a manner consistent with the provisions contained in the 2005 Wis. Act 141; Wis. Admin. Code PSC 134; and Wis. Statutes 196.374.

RATE:

Residential, per therm	\$0.00720
Nonresidential, per therm	\$0.00910

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

GENERAL STATEMENT OF PURPOSE

These Service Regulations are designed to govern the supplying and taking of utility service in such manner as will secure to each customer the greatest practicable latitude in the use of service consistent with reliable and safe service to customers.

Wisconsin Administrative Code Chapters PSC 113, Service Rules for Electrical Utilities; 134, Standards for Gas Service; and 185, Standards for Water Public Utility Service are incorporated herein by this reference.

SECTION I - DEFINITION OF CLASSES OF CUSTOMERS

- 1) Residential Service Customers are those customers who purchase service for domestic purposes in a single-family dwelling, individual flat or individual apartment in a multi-family dwelling or building or portion thereof occupied as the home, residence or living quarters of one or more persons.
- 2) Commercial Service Customers are those customers engaged in selling, warehousing or distributing a commodity, in some business or trade activity or in a profession, or in some other form of economic or social activity (offices, stores, clubs, hotels, etc.) and to customers that do not directly come under one of the other classifications of customers.
- 3) Industrial Service Customers are those customers engaged in a process which creates or changes raw or unfinished materials into another form or product or are engaged in the storage or transportation of raw materials.

SECTION II - INFORMATION AVAILABLE TO CUSTOMERS

These Service Regulations and all rate schedules are on file in the Company's office and with the Public Service Commission of Wisconsin. Copies are obtainable by any customer upon request made in person, by telephone, by email or by mail.

See also, Wis. Admin. Code PSC 113.0501, 134.05 and 185.22.

SECTION III - APPLICATION FOR SERVICE

The information gathered during the Application for Service process is entered into the Customer Information/Billing System, and when properly executed, becomes binding and is termed a Utility Service Agreement.

SECTION IV - RESPONSIBILITY FOR USE OF SERVICE

- 1) Receipt of Service shall make the user a customer of the Company, subject to its rates, rules and regulations, whether service is based upon contract, signed application, or otherwise.
- 2) Subject to its rates, rules and regulations, the Company will continue to supply service until ordered to discontinue, and the customer will be responsible for payment for all service furnished until discontinued.

Issued: August 9, 2017  
PSC Authorization by Order No. 5820-UR-114

**EFFECTIVE FOR SERVICE ON AND AFTER:**  
August 14, 2017  
Letter: SJP 08/09/17

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION IV - RESPONSIBILITY FOR USE OF SERVICE (cont'd)

- 3) Customers who have not previously received service from the utility must make official application to the Company before commencing the use of service.
- 4) Customers who have been receiving service must notify the Company when discontinuing service, otherwise they will be liable for the use of the service by their successors, should said successors refuse to pay.
- 5) Customers assume all responsibility on the customer's side of the point of delivery for the service supplied or taken, as well as for the service installation, appliances and apparatus used in connection therewith, and shall hold the Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on the customer's side of the point of delivery. Also, customers shall maintain their facilities and premises in a manner and condition which readily provides for the removal of the Company's metering equipment and prevents unmeasured losses.
- 6)
  - a) Service is for the customer's use only and under no circumstances may the customer or the customer's agent or any other individual, association or corporation install meters for the purpose of re-metering or re-selling or otherwise disposing of service supplied to the customer to lessees, tenants or others except in accordance with a rate schedule of the Company which authorizes such use of service.
  - b) In case of unauthorized re-metering, sale, extension or other disposition of service, the Company may discontinue the supplying of service to the customer as provided under Section IX - Disconnection.
  - c) In no case shall the customer, except with the written consent of the Company, extend or connect their installation to wiring and/or piping across or under a street, alley, lane, court or avenue or other public or private space in order to obtain service for adjacent property through one meter even though such adjacent property is owned by the customer. Such consent may be given when such adjacent properties are operated as one integral unit under the same name and for carrying on parts of the same business.
  - d) Due to a definite limited capacity of the Company's wiring, piping, meters and other facilities used in supplying service to the customer, the customer shall give notice to the Company and obtain the Company's written consent before making any material changes or increases in the customer's installation. The Company, as promptly as possible after receipt of such notice, will give its approval to the proposed change or increase, or will advise the customer upon what conditions service can be supplied for such change or increase. Failure to secure the Company's approval shall make the customer liable for any damage to the Company's facilities.

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION V - DISCONTINUANCE OF SERVICE

Notice by customers of discontinuance of service will be accepted at the Company's office. Such notice may be submitted by email, written or telephone communication.

SECTION VI - CONNECTION AND RECONNECTION CHARGE

- 1) Reconnection - In the event of service disconnection for one of the reasons listed in PSC 113.0301 (1m), PSC 134.062 (1) or PSC 185.37 (2), including but not limited to nonpayment, the following reconnection charges will apply for restoring service:

RESIDENTIAL CLASS CUSTOMERS:

During regular office hours	\$50.00 for each metered service
After regular office hours	\$100.00 for each metered service
Maximum charge for multiple meters	\$200.00

NONRESIDENTIAL CUSTOMERS:

The actual cost of reconnecting the service, but in no event shall the reconnection charge be less than that set for residential class customers.

See also, Wis. Admin. Code PSC 113.0303 and 134.0623.

SECTION VII - DEPOSIT RULE

- 1) New Residential Service

See Wis. Admin. Code PSC 113.0402, 134.061 and 185.36.

- 2) Existing Residential Service

See Wis. Admin. Code PSC 113.0402, 134.061 and 185.36.

- 3) New Commercial or Industrial Service

See Wis. Admin. Code PSC 113.0403, 134.0615 and 185.361.

- 4) Existing Commercial or Industrial Service

See Wis. Admin. Code PSC 113.0403, 134.0615 and 185.361.

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION VII - DEPOSIT RULE (cont'd)

5) Conditions of Deposit

For residential accounts see Wis. Admin. Code PSC 113.0402, 134.061 and 185.36.

For commercial accounts see Wis. Admin. Code PSC 113.0403, 134.0615 and 185.361.

SECTION VIII - GUARANTEE TERMS AND CONDITIONS

For residential accounts, see Wis. Admin. Code PSC 113.0402, 134.061 and 185.36.

For commercial accounts see Wis. Admin. Code PSC 113.0403, 134.0615 and 185.361.

SECTION IX – DISCONNECTION

For electric service – residential, see Wis. Admin. Code PSC 113.0301, 113.0304 and 113.0305.

For electric service – commercial, see Wis. Admin. Code PSC 113.0302.

For gas service – residential, see Wis. Admin. Code PSC 134.062, 134.0624 and 134.0625.

For gas service – commercial, see Wis. Admin. Code PSC 134.0622.

For water service, see Wis. Admin. Code PSC 185.37.

A copy of the Company’s “Final Notice” of disconnection appears below on sheet number SR6.

SECTION X - DEFERRED PAYMENT AGREEMENT

See Wis. Admin. Code PSC 113.0404, 134.063 and 185.38.

A copy of the Company’s “Deferred Payment Agreement” form appears below on sheet number SR7.

**SUPERIOR WATER, LIGHT AND POWER COMPANY**

Superior, Wisconsin

Vol 1 SHEET NO SR5

Rev. \_\_\_\_\_ SCHEDULE \_\_\_\_\_

AMEND NO \_\_\_\_\_

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

Copy of Final Notice

SUPERIOR WATER LIGHT AND POWER COMPANY  
 P. O. Box 519  
 Superior, WI 54880  
 FINAL NOTICE

Dear Customer:

Your account is past due. Unless payment is posted to your account by the date shown below, service will be disconnected. To avoid reconnection charges and service interruption for up to 24 hours, please respond promptly. If you have a current payment arrangement with SWL&P, please disregard this notice.

Your service will be disconnected on or after mm/dd/yyyy unless the account is paid in full, or arrangements are made to pay under a deferred payment agreement, or equipment changes are made in keeping with the reason(s) for disconnection listed below.

- A. Failure to pay delinquent account balance.
- B. Failure to comply with deferred payment agreement.
- C. Failure to comply with deposit agreement.
- D. Diversion of utility service.
- E. Other violation of utility rules of service

If service is disconnected, payment must be made at the Mariner Mall drop box near the 28th St Theater entrance, accessible 24 hours a day. Pay your bill by phone or online using a check or credit card. Call Speedpay at 1-866-678-8868 or visit [http://www.mnpower.com/about\\_mp/swlp/speedpay.htm](http://www.mnpower.com/about_mp/swlp/speedpay.htm) Once payment is confirmed, service will be reconnected. However, most reconnections will occur the day after the disconnection. Immediately contact this office at 395-6201 for any of the following reasons:

- A. If you dispute the notice of delinquent account.
- B. If you wish to negotiate a deferred payment agreement.
- C. If any resident is seriously ill.
- D. If there are other extenuating circumstances such as: infants, young children, aged or disabled residents, residents on life support systems or equipment, or residents with developmental disabilities.

Residential utility service will be continued or restored for up to 21 days during a serious illness or protective services emergency if you submit a statement from a licensed Wisconsin physician, or notice from a public health or social service official, identifying the serious illness of a resident and the period of time during which disconnection would aggravate the illness.

You have the right to appeal to the staff of the Public Service Commission if an agreement cannot be made concerning the reason(s) for disconnection or the amount of your utility bill. The toll free number for the Public Service Commission of Wisconsin 1-800-225-7729

*Please return bottom portion of this statement with your payment:*

Disconnection Date	mm/dd/yyyy	Location of Premises: 2915 Hill Ave/Superior, WI	
<b>SWLP</b>		Meter Number	Rate
PAST DUE TOTAL:	\$ xxx.xx	xxxxx	ER-1
Date Issued:	mm/dd/yyyy	xxxxx	GH-1
Account Number:	xxxxxxxxxx	xxxxx	MG-1
Joe Customer		SWL&P	
2915 Hill Ave		P.O. Box 519	
Superior, WI 54880-0519		Superior, WI 54880-0519	

**EFFECTIVE FOR SERVICE ON AND AFTER:**

**August 14, 2017**

Issued: **August 9, 2017**

PSC Authorization by Order No. **5820-UR-114**

Letter: **SJP 08/09/17**

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

DEFERRED PAYMENT AGREEMENT

I, \_\_\_\_\_, of \_\_\_\_\_, Superior, Wisconsin, agree to pay the delinquent utility bill of \$ \_\_\_\_\_, by paying for the current month's usage and \$ \_\_\_\_\_ each month on the delinquent portion of the utility bill.

It is further understood that if I do not fulfill the deferred payment agreement, the Superior Water, Light and Power Company shall have the right to disconnect services under Wisconsin Administrative Code Sections PSC 113.0301; 113.0304; 134.062; 134.0624 and 185.37 and the Company shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

**IF YOU ARE NOT SATISFIED WITH THIS AGREEMENT, DO NOT SIGN. YOU HAVE THE RIGHT TO MAKE A COUNTER OFFER AND, IF IT IS REJECTED, YOU HAVE THE RIGHT TO APPEAL THIS PROPOSED AGREEMENT TO THE PUBLIC SERVICE COMMISSION OF WISCONSIN, DURING WHICH TIME THE UTILITY MAY NOT DISCONNECT YOUR SERVICE. THIS DOES NOT RELIEVE YOU FROM THE OBLIGATION TO PAY BILLS THAT ARE INCURRED AFTER COMMENCEMENT OF DISPUTE PROCEDURES. IF YOU DO SIGN THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO DISPUTE THE AMOUNT DUE UNDER THE AGREEMENT EXCEPT FOR THE UTILITY'S FAILURE OR REFUSAL TO FOLLOW THE TERMS OF THIS AGREEMENT.**

WITNESS \_\_\_\_\_

DATE \_\_\_\_\_

CUSTOMER \_\_\_\_\_

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION XI - DISPUTE PROCEDURES

See Wis. Admin. Code PSC 113.0407, 134.064 and 185.39.

SECTION XII - APPLICATION OF RATES

- 1) The schedules of rates apply where service is furnished in any one month to one customer at one location for one class of service through one meter. The schedule of rates is based on delivering and billing service to the ultimate user for retail service only and does not permit resale or redistribution.
- 2) Where a single large commercial, industrial or institutional customer occupies more than one unit of space in the conduct of the same business, each separate unit will be metered separately and considered a distinct customer, unless the customer makes the necessary provisions for circuits approved by the Company to permit the metering of all the energy and coincidental demands for each class of service in the various units at a single metering location. This rule shall apply only where the units are located on contiguous property with no intervening public property or private property controlled by others. At the request of the customer, and with the approval of the Company, and subject to applicable governmental requirements, more than one service connection may be provided when necessary to meet large capacity requirements, subject to the conditions set forth above with reference to metering at a single location.
- 3) In those cases where, at the Company's election, two or more meters are installed at a single metering location on the same premises for the same customer for the same class of service, the amount of electricity (kW and kWh), gas (therm), and water (Ccf) supplied for the same class of service through all such meters will be combined in arriving at the total charge, and the minimum bill will be the same as though one meter was installed.
- 4) A "month" does not refer to calendar month, but shall mean the period between any two consecutive readings of the meters by the Company.

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**EFFECTIVE FOR SERVICE ON AND AFTER:**  
August 14, 2017  
Letter: SJP 08/09/17

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION XIII - METERING

1) Meter Installation

Meters are furnished by the Company and set without charge; however, permits are required by the authorized inspector. Affidavits are permissible for state, city and county applications or in those areas where inspectors are not assigned.

See also, Wis. Admin. Code PSC 113.0804, 113.0808, 113.0809, 134.11 185.53 and 185.61.

2) Meter Tests

All meter tests, records and billing adjustments for meters with errors greater or less than prescribed limits are made in accordance with rules and regulations governing service by public utilities prescribed by the Public Service Commission.

See also, Wis. Admin. Code PSC 113.0806 – 113.0924, 134.26 – 134.31 and 185.61 – 185.79.

SECTION XIV - CHARGES AND BILLINGS

1) Meter Readings

Readings of all meters used for determining charges to customers shall be scheduled monthly and every effort shall be made to read meters on corresponding days of each meter reading period. When access to meters cannot be gained, a meter reading form will be left at the premise. If the meter reading form is not left, or the form is not returned in time for the billing operation, an estimated bill will be rendered. A Company representative shall read the meter(s) at least each six months and when there is a change of customer.

See also, Wis. Admin. Code PSC 113.0405, 134.12, 185.32 and 185.37(2)(e).

2) Billing

Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently at Company's option.

See also, Wis. Admin. Code PSC 113.0405, 134.13 and 185.33.

SERVICE REGULATIONS – ELECTRIC, GAS & WATER

SECTION XIV - CHARGES AND BILLINGS (cont'd)

2) Billing (cont'd)

As of August 2016, SWL&P has been installing advanced meters standard equipment for all customers.

Customers who were electing a Non-Standard Meter (NSM) will pay a monthly meter reading charge for each NSM. The utility may only charge a customer one NSM charge for customers with electric, gas, and water services. This option is closed to customers after December 31, 2018.

Non-Standard Meter Reading Monthly Charge: \$29.00

If a customer establishes service at a location where a non-standard meter is installed, the utility will not assess a charge for installing a standard meter. The utility will not charge an existing customer who chooses to convert from a non-standard meter to a standard meter.

3) Electric Combined Service Billing

Any customer taking service under rate schedules EC5, EP1, EP3 or EP5 at more than one metered location may receive one bill prepared on a combined service basis. The kWh supplied to each of the customer's metered services will be added together for each defined billing period to determine the kWh to be billed.

The current month billed demand shall be the sum of the coincident on-peak kW demands at each of the customer's metered services as shown by or computed from the readings of the Company's demand meters, for the 15-minute period of the customer's greatest combined use from all of its metered services during the month, but not less than the minimum contracted coincident demand. For customers with pre-existing contracts, the service contract for each metered location, including any minimums for that location, will continue to stand on its own.

4) Failure of Meters to Register Properly

See Wis. Admin. Code PSC 113.0924, 134.14, 185.34 and 185.35.

5) Billing for Energy Lost Due to Grounds on Customer's Equipment or Water Leaks on Customer's Equipment

Where accidental electrical grounds, gas or water leaks occur on the customer's equipment, the Company will bill the customer for total usage on the meter at the rate currently in effect for their service. No discounting will be made for these losses.

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION XIV - CHARGES AND BILLINGS (cont'd)

The Company assumes no responsibility for damages or losses due to electrical grounds, gas or water leaks on customer installations and reserves the right to disconnect a customer for failure to correct the ground or leak after reasonable notice.

See also, Wis. Admin. Code PSC 113.0925, 185.34 and 185.35

6) Billing Stopped Meters

See Wis. Admin. Code PSC 113.0924, 134.14, 185.34 and 185.35.

7) Diversion of Service

a) Where the Company has reasonable evidence that a customer is obtaining utility service in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the utility service being delivered to their equipment, the Company reserves the right to estimate and present immediately a bill for unmetered service as a result of such interference and such bill shall be payable subject to disconnection of service.

b) When the Company has disconnected the customer for any reason, the Company will reconnect the customer upon the following conditions:

1) The customer will be required to deposit with the Company an amount sufficient to guarantee the payment of the customer's bill for utility service.

See also, Wis. Admin. Code PSC 113.0402, 113.0403, 134.134.061, 134.0615, 185.36 and 185.361.

2) The customer will be required to pay the Company for any and all damages to its equipment on the customer's premises due to such stoppage or interference with its metering.

3) The customer must further agree to comply with reasonable requirements to protect the Company against further losses.

c) Where stoppage or interference is in connection with service metering, the customer may be required to install, at their own expense, tamper-resistant equipment.

See also, Wis. Admin. Code PSC 113.0805.

d) Should the Company subsequently have reasonable evidence that such customer is receiving utility service, either wholly or partly unmetered, either in the customer name or for customer use, the Company reserves the right to discontinue all utility service to such customer use and to refuse further service until proper restitution has been made.

**EFFECTIVE FOR SERVICE ON AND AFTER:**

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August 14, 2017  
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**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION XIV - CHARGES AND BILLINGS (cont'd)

8) Payments

- a) The due date entered on the bill will be no less than 20 days after the date of issuance, unless otherwise provided for in any contract.
- b) Failure to receive a bill does not relieve the customer of the obligation to make payment by the due date.
- c) A Late Payment charge of 1% per month will be added to utility bills not paid and credited prior to the succeeding monthly billing. Any utility charges unpaid after 20 calendar days from the date of billing will be subject to a Late Payment charge. The Late Payment charge is applicable to all retail customers. The Late Payment charge will be applied to the total unpaid balance for utility service, including any unpaid Late Payment charges. Late Payment charges will continue to compound until the past due amount is deemed uncollectible and the utility bill is written off.

For purposes of this subsection, the unpaid utility bill balance for customers under the Budget Billing Plan shall mean the utility budget arrears balance and not the accumulated actual utility balance. If a customer is removed from the Budget Billing Plan, their actual utility bill balance will be subject to Late Payment charges as per this subsection.

For those customers having completed a Deferred Payment Agreement with the Company, no Late Payment charges on the deferred payment amount will be applied if the customer fulfills the terms of the Deferred Payment Agreement. No Late Payment charges will be charged on the utility bill balances in dispute while dispute procedures are underway. Late Payment charges will be retroactively charged on the settled amount due after dispute procedures are completed. No properly applied Late Payment charges may be later removed from the utility billing.

See also, Wis. Admin. Code PSC 113.0406, 134.13 and 185.33.

- d) The utility customer shall be given a written notice no sooner than 20 days after the bill is issued and unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to the Wis. Admin. Code PSC 113.0301, 113.0302, 134.062, 134.0622 and 185.37.
- e) Payment not honored by financial Institution Charge: The utility shall assess a \$20.00 charge to the Customer's account when a payment rendered for utility service is not honored by the customer's financial institution. This charge may not be in addition to, but may be inclusive to other such charges when the payment was for multiple services.

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION XIV - CHARGES AND BILLINGS (cont'd)

9) Budget Payment Plan – Residential

Upon application to the Company, the customer may have their electric, gas and water service billed on the Budget Payment Plan. Each customer’s budget plan year will begin upon Company acceptance of the application.

The Budget Payment Plan shall be determined as follows:

- a) The customer’s estimated consumption (based on the most recent 12 months use or, where no statistics are available, on the Company’s best estimate) and the estimated applicable rates for the succeeding 12-month period will be billed in 12 equal installments during that period.
- b) The Budget Payment Plan customer shall be informed at the time of application that budget amounts shall be reviewed every six months and changed if necessary. Adjustments to the budget amount shall be made with the objective that the customer’s under billed or over billed balance at the end of the budget year shall be less than one month’s budget amount. When an adjustment is made to a budget payment amount, the customer shall be notified by means of a bill insert, a message printed on the bill itself, or both, at the same time the bill containing the adjustment is rendered.
- c) At the end of the customer’s Budget Payment Plan year, a new monthly budget amount for the next 12 months will be determined as in step a) above. If the account has a credit balance at the end of the budget year, the Company will apply it against the customer’s account or, at the customer’s request, refund the balance. If the account has a debit balance owing, the customer may pay the balance or have it added to the estimated cost of the next years’ service. All budget plan customers will receive written notice of any changes in their monthly budget figure.
- d) Customers on the Budget Payment Plan who fail to make a budget payment by the due date are subject to the late payment charge as described in Section XIV, Paragraph 7(c) of the Company’s Service Regulations. The late payment fee is applicable regardless of the customer’s actual utility balance.
- e) If a customer on the Budget Payment Plan defaults on two consecutive monthly budget billings, the Company may remove the customer from the plan and the total amount owing will become due. Thereafter, the customer will be billed as a regular account and be subject to the rules and regulations for delinquent accounts as filed with and approved by the PSCW.

See also, Wis. Admin. Code PSC 113.0406 (5), 134.13 (5) and 185.33 (16).

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION XV - OTHER PROVISIONS

1) Access to Customer's Premises

Authorized agents of the Company shall have access to customer's premises at all reasonable times for the purpose of reading meters, making repairs, making inspections, removing Company's property, or for any other purpose incident to the service.

See Wis. Stats. s. 196.171.

2) Inspection by the Company

The Company retains the right, but does not assume the duty, to inspect the customer's installation at any time and will refuse to commence or to continue service whenever it does not consider such installation to be in safe or good operating condition, but the Company does not in any event assume any responsibility whatever in connection with such matters.

3) Protection by Customer

Customer shall protect Company's wiring, piping and apparatus on customer's premises and shall permit no one except Company's agents or persons authorized by law to inspect or handle same. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect or misuse by customer or other unauthorized persons, the cost of making good such loss or repairing such damage shall be paid by customer.

Issued: August 9, 2017  
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**EFFECTIVE FOR SERVICE ON AND AFTER:**  
August 14, 2017  
Letter: SJP 08/09/17

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION XV - OTHER PROVISIONS (cont'd)

4) Continuity of Service

The Company will use reasonable care to provide an uninterrupted and regular supply of service to its customers. It does not assume direct liability for losses or damage to persons or property due to its service, or as a result of failure of the service, interruption, or variation because of an Act of God, strike, or any causes beyond the Company's control.

The Company shall not be liable for any losses, injuries or damages to persons or property due to disconnection of service in accordance with Section IX of these service regulations and with Commission rules and regulations.

The Company reserves the right, without incurring any liability therefor, to curtail or temporarily interrupt the customer's service when necessary to make repairs, replacement or changes to the Company's facilities either on or off the customer's premises. The Company will make an effort to notify its customers of a planned interruption of service in advance.

5) Voltage Regulation - Electric Utility

See Wis. Admin. Code PSC 113 Subchapter VII.

6) Unit of Measurement - Gas Utility

The unit of measurement for rate application purposes shall be the therm. One therm equals 100,000 Btu's of heat. As such, the unit of volume of gas, the cubic foot, shall be adjusted for the heat content of that volume of gas to determine the therm content. One therm equals 1 Ccf of 1000 Btu gas. The term "cubic foot of gas", wherever used in the Company's rate schedules shall mean a cubic foot of gas at an absolute pressure of 14.73 pounds (psi) and a temperature of 60 degrees Fahrenheit. Where small volume deliveries of gas are supplied to the customer at average system pressures, a cubic foot of gas shall be the volume of gas which, at the temperature and pressure existing in the meter, occupies one cubic foot.

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION XV - OTHER PROVISIONS (cont'd)

7) High Service Pressure - Gas Utility

a) Availability

Gas at pressures higher than Company’s Standard Service Pressure will be made available to a customer upon request if high pressure gas is available at the customer’s premises or may be made available in accordance with Company’s filed extension rules, and when such high pressure is required for proper operation of the customer’s present or proposed utilization equipment.

When a High Service Pressure is made available as provided above, a specific service pressure shall be agreed upon by the Company and the customer.

b) Measurement

For the purposes of correcting high pressure gas measurements, the following values will be used:

Temperature base:	60° F.
Assumed atmospheric pressure:	14.45 psi
Pressure base:	14.73 psi

8) Protective Devices - Water Utility

a) Protective Devices in General

The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply, and all appliances thereof, against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply.

Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high and/or low pressure safety cut-out devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.

b) Relief Valves

On all “closed systems” (i.e., systems having a check valve, pressure regulator, or reducing valve, water filter or softener) an effective pressure relief valve shall be installed at or near the top of the hot water tank, or on the hot water distribution pipe connection to the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drainpipe.

**SERVICE REGULATIONS – ELECTRIC, GAS & WATER**

SECTION XV - OTHER PROVISIONS (cont'd)

9) Protective Devices - Water Utility (cont'd)

c) Air Chambers

An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall be sized in conformance with local plumbing code. Where possible, the air chamber should be provided at its base with a valve for water drainage and replenishment of air.

d) Cross Connections

Piping from the potable water supply may not be connected to any other source of water or be used in any process without approved back flow protection. All back flow devices installed must be approved by the Company and any governmental body having jurisdiction.

SECTION XVI - MISCELLANEOUS REGULATIONS

1) Orders of Governmental Bodies Having Jurisdiction

Any change in the provisions of a Service Agreement of which these Service Regulations are a part, which may be ordered by any governmental body having jurisdiction, shall affect only that portion or portions of such Service Agreement specifically ordered to be changed, all other portions remaining in full force and effect.

**ELECTRIC - RESIDENTIAL SERVICE**

APPLICATION

To electric service for residential customers in single-family dwellings for all domestic uses.

RATE (Monthly)

Customer Charge

\$11.00 for each single-phase metered service.

Energy Charge

\$0.1384 per kWh.

MINIMUM CHARGE (Monthly)

The Customer Charge.

TYPE OF SERVICE

Single phase, at approximately 60 hertz, and approximately 120 volts two-wire or 120/240 volts three-wire, supplied through one meter at one point of delivery.

CONTRACT PERIOD

Not less than one year. If customer requests that service be disconnected and within twelve months applies for reconnection at the same location, in lieu of the minimum monthly charge for the months so disconnected, there will be a reconnection charge, which can be found on sheet SR3.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction and to the Company's Service Regulations.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

**ELECTRIC - RESIDENTIAL SERVICE**

SPECIAL RULES

- 1) This schedule is applicable to energy used for domestic purpose only by residential customers living in single-family dwellings, except as hereinafter provided.
  - a) All classes of domestic lighting, heating and cooking equipment and motors conforming to b) below, used strictly for household purposes, will be supplied under this schedule.
  - b) Household motors supplied through the residential meter shall not interfere with the lighting service and shall not disturb the service to neighboring customers. Motors shall not exceed the Company's starting current limits nor shall any motor have a rated capacity in excess of 5 horsepower.
  - c) Transformer-type welders not conforming to PSC 113.101 (5) (a) of Wis Administrative Code, other equipment having highly fluctuating or intermittent operating characteristics and motors not conforming to b) above shall be served through a separate meter on Schedule EC-1 or EC-3.
- 2) In buildings constructed after March 1, 1980, having two or more dwelling units, hereinafter referred to as apartments, each apartment shall be classed as a single-family dwelling. Service within a building must be through a separate meter for each apartment or combined through one meter for two or more apartments.

Where service is separately metered, this schedule shall apply as though each separately metered apartment were a single-family dwelling. (For customers grandfathered in as of June 1, 1995)

Where service to two or more apartments is combined through one meter, this schedule shall be modified by multiplying each of the blocks of the Energy Charge by the number of apartments served through one meter and by applying one Customer Charge for each four apartments or fraction thereof. Service shall not be sub-metered or resold.

Apartment Defined

  - a) An apartment is defined as a portion of a building consisting of two or more rooms completely equipped for living purposes. Janitor's quarters shall be classed as an apartment.
  - b) In buildings where five or more rooms, exclusive of other apartments, are rented or are for rent, each five rooms or major fraction thereof (real estate rating), exclusive of apartments, shall be counted as an apartment.
- 3) A customer occupying a building or apartment for residential and commercial purposes jointly may combine their residential and commercial use on Schedule EC-1 or EC-3 but not under this schedule.
- 4) The public portion of apartment buildings, such as lobbies, halls, laundry rooms, boiler rooms, etc., and the power equipment, such as coal stokers, oil burners, air conditioners, elevators, etc., shall be served on Schedule EC-2 or EC-3.

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**ELECTRIC - RESIDENTIAL SERVICE TIME-OF-DAY**

APPLICATION

To electric service for residential customers in single-family dwellings for all domestic uses who are eligible for any residential rate tariff, including CSHS and EW-1. Customers are required to remain on this rate for 12 months.

RATE (Monthly)

Customer Charge

\$11.00 for each single-phase metered service.

Energy Charge

All On-Peak @

Winter Months                    \$0.1524 per kWh

Summer Months                    \$0.1604 per kWh

All Off-Peak                        \$0.0774 per kWh

\*Subject to the Power Cost Adjustment Clause

MINIMUM CHARGE (Monthly)

The Customer Charge.

TYPE OF SERVICE

Single phase, at approximately 60 hertz, and approximately 120 volts two-wire or 120/240 volts three-wire, supplied through one meter at one point of delivery.

CONTRACT PERIOD

Not less than one year. If customer requests that service be disconnected and within twelve months applies for reconnection at the same location, in lieu of the minimum monthly charge for the months so disconnected, there will be a reconnection charge of \$50.00 during regular business hours and \$100.00 outside of regular business hours.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction and to the Company's Service Regulations currently.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

**ELECTRIC - RESIDENTIAL SERVICE TIME-OF-DAY**

ON-PEAK AND OFF-PEAK PERIODS DEFINED

The rating periods are defined as follows:

On-Peak Hours: 9 A.M. - 9 P.M., Monday through Friday, inclusive, excluding holidays.

Off-Peak Hours: Those hours not designated as on-peak hours.

Holidays: Those days nationally designated and celebrated as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Winter Period: The winter period is designated as the November, December, January and February billing months. All other months of the year are considered to be in the summer period for billing purposes.

Special Rules

- 1) Any customer choosing to be served on this rate schedule thereby waives all rights to any billing adjustment arising from any claim that the bill for the customer's services would be less expensive on any alternative rate schedule for any period of time.
- 2) If customer served under this rate schedule moves or is forced to move, the customer has the option to retain time-of-day billing at the new premise.
- 3) Other Special Rules are specified in rate schedule ER-1.

**ELECTRIC – CONTROLLED WATER HEATING**

APPLICATION

To customers taking electric service for the purpose of heating water in non-inductive automatic electric water heaters installed in accordance with the Company's specifications.

RATE (Monthly)

Customer Charge

\$7.00 for each single-phase metered service

Energy Charge\*

\$0.0944 per kWh.

\*Subject to the Power Cost Adjustment Clause

MINIMUM CHARGE (Monthly)

The Customer Charge.

SPECIAL RULES

- 1) Water heaters will be of sufficient capacity to adequately provide the customer's water heating requirements.
- 2) Single element water heaters will not exceed 4,500 watts.
- 3) Dual element water heaters will have units interconnected and thermostatically controlled that in no event will the maximum wattage required be greater than 4,500 watts.
- 4) The interruptible load of the approved Dual Fuel installation shall be separately served and metered and shall at no time be connected to facilities serving customer's firm load.
- 5) The duration and frequency of interruptions shall be at the discretion of Superior Water Light & Power (SWL&P).

Interruption will normally occur at such times:

- a. When Minnesota Power has an interruption that would result in higher purchase power costs for SWL&P,
- b. When SWL&P expects to incur a new system peak,
- c. at such other times when in SWL&P's opinion the reliability of the system is endangered,
- d. when SWL&P performs necessary testing for certification of interruptibility of customers' loads.

**ELECTRIC – CONTROLLED WATER HEATING**

SPECIAL RULES (cont'd)

- 6) The Company shall furnish, install and maintain on the customer's premises a watt-hour meter to measure the energy supplied to the water heater and a time switch or other device to control the hours of service. The time-regulating device shall be under the sole control and ownership of the Company and shall be adjusted by the Company to disconnect the electrical supply during such daily periods as the Company may elect from time to time, but not to exceed a total of eight hours daily. The time-regulating device shall be connected to control both elements simultaneously if a dual element water heater is installed.
- 7) Water heaters must have Company's approval. The Company may inspect each installation; and any installation which, in Company's judgment, does not meet requirements of this rate will not be eligible to receive service under this schedule.
- 8) The inspection and testing of any installation or equipment by the Company is solely for the purpose of helping the customer obtain the most efficient water heating installation. The Company assumes no liability for any accident, risk or hazard incident to the making, existence or operation of any such installation or equipment thereafter.

CONTRACT PERIOD

Not less than one year.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction and to Company's Service Regulations currently on file in Company's office.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

**ELECTRIC - CONTROLLED SPACE HEATING SERVICE**

APPLICATION

To customers taking electric service for the purpose of space heating where a non-electric source of energy shall be available to satisfy those requirements during periods of interruption. Service shall be delivered at one point and be separately metered from all non-space heating load. This is available to customers who would otherwise be served under rate schedule ER-1, ERTD or EC-1.

RATE (Monthly)

Customer Charge

\$7.00 for each single-phase metered service.

Energy Charge\*

\$0.0910 per kWh.

\*Subject to the Power Cost Adjustment Clause.

MINIMUM CHARGE (Monthly)

The Customer Charge.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

SPECIAL REQUIREMENTS

- 1) The primary heating source for the dwelling must be a Company-approved interruptible electric space heating installation.
- 2) The interruptible load of the approved electric space heating equipment shall be separately served and metered and shall at no time be connected to facilities serving customer's firm load. The customer's dual fuel system related equipment shall be served as firm load.
- 3) The duration and frequency of interruptions shall be at the discretion of Superior Water Light & Power (SWL&P).

Interruption will normally occur at such times:

- a. When Minnesota Power has an interruption that would result in higher purchase power costs for SWL&P,
- b. When SWL&P expects to incur a new system peak,
- c. at such other times when in SWL&P's opinion the reliability of the system is endangered,
- d. when SWL&P performs necessary testing for certification of interruptibility of customers' loads.

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**EFFECTIVE FOR SERVICE ON AND AFTER:**

January 1, 2023  
Letter: CS 12/20/22

**ELECTRIC - CONTROLLED SPACE HEATING SERVICE**

- 4) The Company will furnish, install and maintain on customer's premises a watt-hour meter to measure the energy supplied to the space heating equipment. The Company will provide, at customer's expense, the necessary equipment to control the hours of service. This equipment shall be under the sole control and ownership of the Company and shall be operated by the Company to disconnect the electrical supply during such daily periods as the Company may elect from time to time, but not to exceed a total of eight hours a day.
- 5) Company shall not be liable for any loss or damage caused by or resulting from any interruption of service.
- 6) Customer must be prepared to supply heating needs during any period(s) of interruption.
- 7) Customer shall be required to execute a Controlled Space Heating Service Agreement.
- 8) Automatic electric storage water heaters may be connected to the Controlled Space Heating Service if installation is in compliance with the provisions of rate schedule EW1 and is approved by the Company in the Controlled Space Heating Service Agreement.

CONTRACT PERIOD

Not less than one year.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction and to Company's Service Regulations currently on file in Company's office.

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**EFFECTIVE FOR SERVICE ON AND AFTER:**  
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**ELECTRIC - SPORTS FIELD LIGHTING SERVICE**

APPLICATION

To electric service for outdoor sports field lighting.

RATE (Monthly)

Customer Charge

\$25.00 for each metered service.

Energy Charge\*

\$0.1405 per kWh.

\*Subject to the Power Cost Adjustment Clause.

MINIMUM CHARGE (Monthly)

The Customer Charge.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

SPECIAL RULES

- 1) Service hereunder will be rendered by the Company only when, in the Company's judgment, sufficient capacity of lines, transformers, generators and other equipment required therefore is available.
- 2) Service will be single-phase (or three-phase where available) at approximately 60 hertz and at either approximately 2,400 volts or 7,960 volts phase to neutral (either approximately 4,160 volts or 13,800 volts phase to phase for three-phase).
- 3) The customer will pay the cost of extending the facilities to furnish service.
- 4) The customer will own and maintain all transformation and related equipment necessary for taking service hereunder.

In addition to the billing for service as outlined above, customer shall pay Company the cost of installation and removal, less salvage, of such facilities as are required to render service. The minimum charge for connecting and disconnecting service shall be \$50.00 during regular business hours and \$100.00 outside of regular business hours.

- 5) The Company may meter service at either high or low voltage. If the service is metered at low voltage, the measurements so obtained will be adjusted to conform to measurements at high voltage

**ELECTRIC - AREA LIGHTING SERVICE**

TERRITORY

Applicable in all territory served at retail by Company.

APPLICATION

To all classes of retail customers for outdoor lighting purposes.

RATE (Monthly)

Customer Charge

<u>Lamp Size</u>	<u>Monthly Rate</u>
<u>LED Lamps</u>	
6,630 Lumens	\$11.80
<u>High Pressure Sodium<sup>1</sup></u>	
14,000 Lumens (150 watts)	\$15.50
<u>Mercury Vapor <sup>2</sup></u>	
7,000 Lumens (175 watts)	\$15.95
20,000 Lumens (400 watts)	\$24.20

<sup>1</sup>High Pressure Sodium lamps are closed to new installations.

<sup>2</sup>Mercury vapor lamps are closed to new installations.

Energy Charge\*

Included in Monthly Rate

\*Subject to the Power Cost Adjustment Clause

Pole Charge

\$8.25 per month per pole

PAYMENT

Bills are rendered monthly and are payable on or before the due date as indicated on each bill.

BURNING SCHEDULE

From dusk to dawn each night for a total of approximately 4,200 hours per year. See sheet E 15 for Energy table.

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**EFFECTIVE FOR SERVICE ON AND AFTER:**

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**ELECTRIC - AREA LIGHTING SERVICE**

EQUIPMENT OWNERSHIP, MAINTENANCE AND OPERATION

The Company shall install, own, operate and provide normal maintenance to all equipment necessary for Area Lighting Service including the fixture, lamp, ballast, photoelectric control and wiring.

LED LIGHTING

High Pressure Sodium lamps will be phased out as these fixtures reach the end of life. At request of customer and with company approval, LED fixtures may be deployed in advance of HPS end of life.

CONTRACT PERIOD

Not less than one year.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction and to Company's Service Regulations currently on file in Company's office.

SERVICE CONDITIONS

- 1) No additional transformer capacity shall be provided hereunder.
- 2) Company will install only one Company-owned pole to extend facilities. This pole shall be subject to the additional facilities charge.
- 3) Company will, at customer's expense, relocate or change the position of any light or pole as requested in writing by the customer and with the new location being approved by the Company.

**ELECTRIC - STREET, ORNAMENTAL & SIGNAL LIGHTING**

APPLICATION

This rate is available for street lighting and similar service for any unit of government, where a unit of government is defined as any tax supported body or its instrumentality. Energy for general outdoor lighting for public parks, parking lots and holiday decorations may be supplied in conjunction with street lighting service provided by the company.

New installations of customer-owned fixtures must be metered. An existing unmetered circuit must be converted to a metered circuit with any incremental addition of customer-owned fixtures to the circuit.

RATE (Monthly)

UNMETERED:

Overhead Street Lighting

<u>Lamp Type &amp; Size</u>	<u>Monthly Rate</u>
<u>LED Lamps</u>	
6,000 Lumens	\$11.00
13,000 Lumens	\$13.50
<u>High Pressure Sodium Lamps<sup>1</sup></u>	
14,000 Lumens (150 watts)	\$12.50
23,000 Lumens (250 watts)	\$13.89
<u>Mercury Vapor<sup>2</sup></u>	
11,000 Lumens (250 watts)	\$15.00
20,000 Lumens (400 watts)	\$19.25

<sup>1</sup>High Pressure Sodium lamps are closed to new installations.

<sup>2</sup>Mercury vapor lamps are closed to new installations.

Energy Charge – per kWh Included  
Plus any applicable adjustments  
\*Subject to the Power Cost Adjustment Clause.

**ELECTRIC - STREET, ORNAMENTAL & SIGNAL LIGHTING**

METERED:

Ornamental and Street Lighting

Customer Charge

\$13.50 per month for each metered service.

Energy Charge\*

\$0.0857 per kWh.

\*Subject to the Power Cost Adjustment Clause.

Signal Lighting

Customer Charge

\$28.00 per month for each metered service

Energy Charge\*

\$0.0857 per kWh.

\*Subject to the Power Cost Adjustment Clause.

LED LIGHTING

High Pressure Sodium lamps will be phased out as these fixtures reach the end of life. At request of customer and with company approval, LED fixtures may be deployed in advance of HPS end of life.

STREET LIGHT BURNING SCHEDULE

From dusk to dawn each night for a total of approximately 4,200 hours per year. See sheet E 15 for Energy table.

EQUIPMENT OWNERSHIP, MAINTENANCE AND OPERATION

1) Overhead Service

Company shall own and maintain all the equipment necessary for providing overhead street lighting service, furnish electrical energy, turn energy on and off, and replace all burned out lamps at Company expense. Damaged lamps will be replaced, at Company's expense, up to a maximum of two replacements per year per lamp location. Additional replacements of damaged lamps will be at the option and expense of customer. Street lighting circuits are of the overhead type carried on Company's distribution poles. If nonstandard service is requested, i.e. underground service, the cost will be at the customer's expense.

**ELECTRIC - STREET, ORNAMENTAL & SIGNAL LIGHTING**

EQUIPMENT OWNERSHIP, MAINTENANCE AND OPERATION (cont'd)

2) Ornamental Service

Customer shall own and maintain the ornamental street lighting system consisting of the posts, fixtures and circuits up to the nearest point of connection with Company's lines used to deliver power to customer's system. Company shall own and maintain the service required for delivering energy to customer's circuits.

3) Signal Lighting

Customer shall own and maintain the signal lighting system consisting of posts, fixtures and circuits up to the nearest point of connection with Company's lines used to deliver power to customer's system. Signal lighting will include warning and stop and go lighting.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

SERVICE CONDITIONS

- 1) Extension of service shall follow rules set forth in Company's Electric Extension Rules.
- 2) Company will, at customer's expense, relocate or change the position of any poles, circuits or street lights in the overhead system as requested in writing and duly authorized by the paying customer during the period of the contract.
- 3) Customers may, at their expense, install additions to their ornamental and signal lighting system, and Company will provide adequate capacity to serve the additional lamps when requested in writing and duly authorized by the customer.
- 4) Meters shall generally be employed to determine the amount of energy used during any billing period. Where more than one meter is used, the readings of all meters shall be combined for billing purposes.
- 5)

Should any lamps, on circuits where the amount of energy used is computed, fail to be illuminated for two business days after report of failure or longer, a pro rata credit will be given to the customer. No credit will be allowed for outages caused by storms, disasters, or other acts of god.

**ELECTRIC - STREET, ORNAMENTAL & SIGNAL LIGHTING**

Number of hours burning to be used in calculating consumption of unmetered lamps.

<b>ENERGY TABLE</b>	
<b>Lamp</b>	
Total Burning Hours	4,313
<b>Annual kWh usage per lamp by type</b>	
<b>High Pressure Sodium</b>	
14,000 Lumens (150 watts)	811
23,000 Lumens (250 watts)	1,272
45,000 Lumens (400 watts)	2,006
<b>Mercury Vapor</b>	
7,000 Lumens (175 watts)	884
11,000 Lumens (250 watts)	1,251
20,000 Lumens (400 watts)	1,962
<b>LED</b>	
6,000 Lumens (47 watts)	203
6,630 Lumens (73 watts)	315
13,000 Lumens (111 watts)	479

Company shall furnish all electric energy required for service under this schedule.

- 6) Service rendered pursuant to change authorized by customer shall be paid for in accordance with the respective charges specified under the rate section of this schedule.
- 7) If existing Mercury Vapor or High Pressure Sodium lighting is replaced prematurely with LED, the party requesting the change shall pay the Company:

The original cost minus accrued depreciation of the item(s) to be removed from service minus salvage plus the cost of removal, if any.

**ELECTRIC - GENERAL SERVICE NON-DEMAND**

APPLICATION

To all electric service supplied to any residential, commercial or industrial customer for lighting, power and other purposes with metered loads not to exceed 25 kW.

Not applicable for standby, resale or shared service.

Customers served under this schedule whose maximum 15-minute demand has exceeded 25 kW during any of the past 12 consecutive months shall be billed under Schedule EC-3. Once on schedule EC-3, if demand stays below 25 kW for 12 consecutive months, the customer will move back under schedule EC-1.

RATE (Monthly)

Customer Charge

\$13.00 for each single-phase metered service.

\$18.00 for each three-phase metered service.

Energy Charge\*

\$ 0.1374 per kWh.

\*Subject to the Power Cost Adjustment Clause.

MINIMUM CHARGE (Monthly)

The Customer Charge.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

**ELECTRIC - GENERAL SERVICE NON-DEMAND**

TYPE OF SERVICE

Single-phase, at approximately 60 hertz, and approximately 120 volts two-wire or 120/240 volts three-wire, supplied through one meter at one point of delivery.

Three-phase, at approximately 60 hertz, and approximately 240 volts or 480 volts three-wire, supplied through one meter at one point of delivery.

Three-phase, at approximately 60 hertz, and approximately 120/240, 120/208 and 277/480 volts four-wire, supplied through one meter at one point of delivery.

If customer requires service at voltages other than those specified or at dual voltage, customer will furnish and maintain the additional equipment required and metering will be done at Company's supply line voltage.

CONTRACT PERIOD

Not less than one year.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction and to the Company's Service Regulations currently on file in the Company's office.

**ELECTRIC - SEASONAL OR TEMPORARY SERVICE**

APPLICATION

For service to seasonal business not of a temporary character, where the extension to serve the customer is to remain a part of Company's distribution system, the regular electric extension rules will apply, and the provisions of this schedule are not applicable.

Contracts for service for less than one year will be accepted by Company only when, in its judgment, it has available capacity of lines, transformers, generators and other equipment required therefore. The supplying of such service at any point of delivery shall not obligate Company to supply service after a period of disconnection, to extend or renew any service agreement, to furnish additional service at such point of delivery, or to furnish service at any other point of delivery.

BILLING

Service will be rendered under the provisions of Schedules EC-1 or EC-3.

In addition to the billing for service as outlined above, customer shall pay Company the cost of installation and removal, less salvage, of such facilities as are required to render service. The minimum charge for connecting and disconnecting service shall be \$50.00 during regular working hours and \$100.00 during other than regular working hours.

**ELECTRIC - GENERAL SERVICE DEMAND**

APPLICATION

To all electric service supplied to any residential, commercial or industrial customer for lighting, power and other purposes, with metered loads greater than 25 kW but less than 500 kW.

Not applicable for standby, resale or shared service.

Customers served under this schedule whose maximum 15-minute demand has exceeded 500 kW during any of the past 12 consecutive months shall be billed under Schedule EC-5. Once on schedule EC-5, if demand stays below 500 kW for 12 consecutive months, the customer will move back under schedule EC-3.

RATE (Monthly)

Customer Charge

\$17.00 for each single-phase metered service.

\$28.00 for each three-phase metered service.

Energy Charge\*

\$ 0.0853 per kWh.

\*Subject to the Power Cost Adjustment Clause.

Demand Charge - sum of the following:

Current month billed demand @ \$9.00 per kW.

Highest annual demand in excess of the current month billed demand @ \$3.00 per kW.

MINIMUM CHARGE (Monthly)

The Customer Charge plus the demand charges.

DETERMINATION OF BILLING DEMAND

The current month billed demand shall be the peak kW as shown by or computed from the readings of the Company's demand meter for the 15-minute period of the customer's greatest use during the month, but not less than the minimum contract demand of 25 kW.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

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**ELECTRIC - GENERAL SERVICE DEMAND**

TYPE OF SERVICE

Single-phase, at approximately 60 hertz, and approximately 120 volts two-wire or 120/240 volts three-wire, supplied through one meter at one point of delivery.

Three-phase, at approximately 60 hertz, and approximately 240 volts or 480 volts three-wire, supplied through one meter at one point of delivery.

Three-phase, at approximately 60 hertz, and approximately 120/240, 120/208 and 277/480 volts four-wire, supplied through one meter at one point of delivery.

If customer requires service at voltages other than those specified or at dual voltage, customer will furnish and maintain the additional equipment required and metering will be done at Company's supply line voltage.

CONTRACT PERIOD

Not less than one year.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction, and to the Company's Service Regulations currently on file in Company's office.

TRAILER AND/OR MOBILE HOME COURTS

- 1) Electric service supplied under this schedule to trailer and/or mobile home courts will be metered through one meter at one point of delivery unless more than one delivery location is deemed necessary by the Company. If service is supplied at more than one delivery point, each location will be separately metered and billed.
- 2) Resale of electric energy by a customer other than an electric public utility is prohibited except as hereinafter provided.
  - a) Customers who own and operate facilities for the furnishing of electric service to their tenants or lessees and were engaged in resale at April 1, 1976, may continue such resale but only at the location and under the provisions of section 4 below.
  - b) Customers may charge for electric service furnished to their tenants as an incident to tenancy providing that the charge therefore is included in the rent without specific identification.

**ELECTRIC - GENERAL SERVICE DEMAND**

TRAILER AND/OR MOBILE HOME COURTS (cont'd)

- 3) Resale is defined as the furnishing of electric service by a customer to another person or persons where the service so furnished is separately charged for in whole or in part by a flat charge or on the basis of sub-metering or any other measure of the quantity or value of the service used.
- 4) Customers who are permitted to sub-meter and resell electricity shall do so under the following monthly rate schedule:

Fixed Charge  
\$0.75

Energy Charge

Energy Charge is a charge per kilowatt-hour equivalent to the average total cost per kilowatt-hour determined from the most recent billing available from the Company to the customer multiplied by the kilowatt-hours used by the tenant.

Note: Average total cost per kWh is defined as the total cost of electric service supplied the trailer and/or mobile home court divided by the total kWh's associated with the total cost. It may be expressed in cents per kWh.

Minimum Charge

The Fixed Charge.

- 5) Customer-owned distribution system facilities used for resale shall be subject to the following requirements:
- a) They shall be provided by the customer and maintained so that their operating will not interfere with service to other customers of the Company.
  - b) They shall not be extended to serve additional locations without written consent of the Company, and such consent shall be given only where the rendering of service directly by the Company would be impracticable.
  - c) Sub-meters, where used, shall be provided by the customer and their accuracy shall be maintained within the limits prescribed by the Public Service Commission of Wisconsin.
  - d) If the practice of resale at any location is discontinued, the Company will not again furnish service for that purpose at that location.
  - e) Failure to observe any of the provisions of this section shall subject a customer to disconnection of service after reasonable notice of not less than 5 days.

**ELECTRIC - GENERAL SERVICE DEMAND**

SPECIAL RULES

This schedule is not available for service to customers who have another source of power which can be substituted for Company's service in the conduct of any part of customer's operations, except in cases where such other source is maintained solely for use in case of the possible failure of Company's service.

When only a portion of Company's service is within the scope of the preceding paragraph, customer may, at their option, provide separate circuits for that portion, and the remainder of Company's service will then be metered and billed separately without applying this rule thereto, even though this schedule states that it is available only when all service is supplied thereunder through a single meter.

Service will be supplied thereunder only where Company has available capacity and facilities adequate for the service desired.

Customer's equipment may not be concurrently operated by means of service supplied by Company and by such other source of electric or mechanical power except upon written agreement setting forth the conditions of such operation.

The contract period, when the Special Rules of this schedule are implemented, shall not be less than the minimum term specified in the schedule except that when customer advised Company in writing of the permanent discontinuance of the use of all other sources of power and executes a new contract with Company for customer's entire power requirements, the contract for service under these Special Rules will be canceled.

ELECTRIC - GENERAL SERVICE TIME-OF-DAY

APPLICATION

Service under this rate schedule is mandatory for all customers having demands of 500 kW or greater and who take service at less than nominally 13,800 volts phase to phase. Customers will not be removed from this rate schedule unless their 15-minute demand remains below 500 kW for 12 consecutive months.

RATE (Monthly)

Customer Charge

\$210.00 for each metered service

Energy Charge\*

All On-Peak kWh @

Winter Months \$0.0936 per kWh.

Summer Months \$0.0896 per kWh.

All Off-Peak kWh @

Annually \$0.0695 per kWh.

\*Subject to the Power Cost Adjustment Clause.

Demand Charge - sum of the following:

Current month billed demand @

Winter Months \$11.50 per kW.

Summer Months \$10.50 per kW.

Highest annual demand (on- or off-peak) in excess of the current month billed demand @ \$3.00 per kW.

DETERMINATION OF BILLING DEMAND

The current month billed demand shall be the on-peak kW as shown by or computed from the readings of the Company's demand meter for the 15-minute period of the customer's greatest use during the month, but not less than the minimum contracted demand of 500 kW.

MINIMUM CHARGE (Monthly)

The Customer Charge plus the Demand Charges.

Issued: December 20, 2022  
PSC Authorization by Order No. 5820-UR-116

EFFECTIVE FOR SERVICE ON AND AFTER:

January 1, 2023  
Letter: CS 12/20/22

**ELECTRIC - GENERAL SERVICE TIME-OF-DAY**

POWER FACTOR ADJUSTMENT

The customer shall maintain an average power factor during on-peak periods of 90% or greater. If the average on-peak power factor is less than 90%, the on-peak billing demand shall be determined by multiplying the greatest 15-minute demand during the on-peak period by 90% and dividing the product thus obtained by the average on-peak power factor expressed as a percent. In no event shall the customer take power in such a manner as to cause leading reactive kilovolt-amperes during the off-peak period.

The average on-peak period power factor is defined to be the quotient obtained by dividing the on-peak kilowatt-hours used during the month by the square root of the sum of the squares of the on-peak kilowatt-hours used and the lagging reactive kilovolt-ampere-hours supplied during the same on-peak period. Any leading kilovolt-ampere-hours supplied during the on-peak period will not be considered in determining the average power factor.

FORMULA

$$\frac{\text{kWh (on peak)}}{\sqrt{(\text{kWh on peak})^2 + (\text{kVarh on peak})^2}}$$

DEFINITIONS

kWh= kilowatt hours  
kVarh=kiloVar hours

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

ON-PEAK AND OFF-PEAK PERIODS DEFINED

The rating periods are defined as follows:

On-Peak Hours: 9 A.M. - 9 P.M., Monday through Friday, inclusive, excluding holidays.

Off-Peak Hours: Those hours not designated as on-peak hours.

Holidays: Those days nationally designated and celebrated as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Winter Period: The winter period is designated as the November, December, January and February billing months. All other months of the year are considered to be in the summer period for billing purposes.

**ELECTRIC - GENERAL SERVICE TIME-OF-DAY**

CONTRACT PERIOD

Not less than one year.

SPECIAL RULES

This schedule is not available for service to customers who have another source of power which can be substituted for Company's service in the conduct of any part of customer's operations, except in cases where such other source is maintained solely for use in case of the possible failure of Company's service.

When only a portion of Company's service is within the scope of the preceding paragraph, customer may, at their option, provide separate circuits for that portion, and the remainder of Company's service will then be metered and billed separately without applying this rule thereto, even though this schedule states that it is available only when all service is supplied thereunder through a single meter.

Service will be supplied thereunder only where Company has available capacity and facilities adequate for the service desired

Customer's equipment may not be concurrently operated by means of service supplied by Company and by such other source of electric or mechanical power except upon written agreement setting forth the conditions of such operation.

The contract period, when the Special Rules of this schedule are implemented, shall not be less than the minimum term specified in the schedule except that when customer advised Company in writing of the permanent discontinuance of the use of all other sources of power and executes a new contract with Company for customer's entire power requirements, the contract for service under these Special Rules will be canceled.

**ELECTRIC - GENERAL SERVICE DEMAND**

APPLICATION

To all electric service supplied to any commercial or industrial customer for lighting, power and other purposes.

Service will be supplied under this schedule only at points on the Company's existing primary voltage distribution system (nominally 13,800 volts phase to phase) except where, in the Company's judgment, the size of the load to be served warrants the extension of the primary voltage distribution system.

Not applicable for stand-by, resale or shared service.

Customers served under this schedule whose maximum 15-minute demand has exceeded 500 kW during any of the past 12 consecutive months shall be billed under rate Schedule EP-3.

RATE (Monthly)

Customer Charge

\$80.00 for each metered service

Energy Charge\*

\$0.0834 per kWh.

\*Subject to the Power Cost Adjustment Clause

Demand Charge - sum of the following:

Current month billed demand @ \$9.00 per kW.

Highest annual demand (on- or off-peak) in excess of the current month billed demand @ \$3.00 per kW.

DETERMINATION OF CURRENT MONTH BILLED DEMAND

The current month billed demand shall be the on-peak kW as shown by or computed from the readings of the Company's demand meter for the 15-minute period of the customer's greatest use during the month, but not less than 100 kW.

MINIMUM CHARGE (Monthly)

The Customer Charge plus the Demand Charges

Issued: December 20, 2022

PSC Authorization by Order No. 5820-UR-116

EFFECTIVE FOR SERVICE ON AND AFTER:

January 1, 2023

Letter: CS 12/20/22

**ELECTRIC - GENERAL SERVICE DEMAND**

POWER FACTOR ADJUSTMENT

The customer shall maintain an average power factor during on-peak periods of not less than 90%. If the average on-peak power factor is less than 90%, the on-peak billing demand shall be determined by multiplying the greatest 15-minute demand during the on-peak period by 90% and dividing the product thus obtained by the average on-peak power factor expressed as a percent. In no event shall the customer take power in such a manner as to cause leading reactive kilovolt-amperes during the off-peak period.

The average on-peak period power factor is defined to be the quotient obtained by dividing the on-peak kilowatt-hours used during the month by the square root of the sum of the squares of the on-peak kilowatt-hours used and the lagging reactive kilovolt-ampere-hours supplied during the same on-peak period. Any leading kilovolt-ampere-hours supplied during the on-peak period will not be considered in determining the average power factor.

FORMULA

$$\frac{\text{kWh (on peak)}}{\sqrt{(\text{kWh on peak})^2 + (\text{kVarh on peak})^2}}$$

DEFINITIONS

kWh= kilowatt hours

kVarh= kiloVar hours

ON-PEAK AND OFF-PEAK PERIODS DEFINED

The rating periods are defined as follows:

On-Peak Hours: 9 A.M. - 9 P.M., Monday through Friday, inclusive, excluding holidays.

Off-Peak Hours: Those hours not designated as on-peak hours.

Holidays: Those days nationally designated and celebrated as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Winter Period: The winter period is designated as the November, December, January and February billing months. All other months of the year are considered to be in the summer period for billing purposes.

**ELECTRIC - GENERAL SERVICE DEMAND**

TYPE OF SERVICE

Three-phase, at 60 hertz and nominally 13,800 volts, supplied through one meter at one point of delivery.  
Customer shall assume all necessary expense in equipping customer's facility for the conversion of energy to the utilization voltage, including any apparatus necessary for the regulation of the voltage.

CONTRACT PERIOD

Not less than one year.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction and to Company's Service Regulations currently on file in Company's office.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

SPECIAL RULES

This schedule is not available for service to customers who have another source of power which can be substituted for Company's service in the conduct of any part of customer's operations, except in cases where such other source is maintained solely for use in case of the possible failure of Company's service.

When only a portion of Company's service is within the scope of the preceding paragraph, customer may, at their option, provide separate circuits for that portion, and the remainder of Company's service will then be metered and billed separately without applying this rule thereto, even though this schedule states that it is available only when all service is supplied thereunder through a single meter.

Service will be supplied thereunder only where Company has available capacity and facilities adequate for the service desired.

Customer's equipment may not be concurrently operated by means of service supplied by Company and by such other source of electric or mechanical power except upon written agreement setting forth the conditions of such operation.

The contract period, when the Special Rules of this schedule are implemented, shall not be less than the minimum term specified in the schedule except that when customer advises Company in writing of the permanent discontinuance of the use of all other sources of power and executes a new contract with Company for customer's entire power requirements, the contract for service under these Special Rules will be canceled.

**ELECTRIC - GENERAL SERVICE TIME-OF-DAY**

APPLICATION

To any commercial or industrial customer for lighting, power and other purposes with demand loads in excess of 500 kW. Service will be supplied under this schedule only at points on the Company's existing primary voltage distribution system (nominally 13,800 volts phase to phase) except where, in the Company's judgment, the size of the load to be served warrants the extension of the primary voltage distribution system.

DEMAND LIMITATION

Service under this rate schedule is mandatory for all customers otherwise served under rate schedule EP-1 having demands in excess of 500 kW. Customers will not be removed from this rate schedule unless their 15-minute demand remains below 500 kW for 12 consecutive months.

RATE (Monthly)

Customer Charge

\$210.00 for each metered service.

Energy Charge\*

All On-Peak kWh @

Winter Months \$0.0889 per kWh.

Summer Months \$0.0860 per kWh.

All Off-Peak kWh @

Annually \$0.0640 per kWh.

\*Subject to the Power Cost Adjustment Clause.

Demand Charges - sum of the following:

Current month billed demand @

Winter Months \$11.00 per kW.

Summer Months \$10.00 per kW.

Highest annual demand (on- or off-peak) in excess of the current month billed demand @ \$3.00 per kW.

DETERMINATION OF CURRENT MONTH BILLED DEMAND

The current month billed demand shall be the on-peak kW as shown by or computed from the readings of Company's demand meter, for the 15-minute period of customer's greatest use during the month, but not less than the minimum contracted demand of 500 kW.

Issued: December 20, 2022  
PSC Authorization by Order No. 5820-UR-116

**EFFECTIVE FOR SERVICE ON AND AFTER:**

January 1, 2023  
Letter: CS 12/20/22

**ELECTRIC - GENERAL SERVICE TIME-OF-DAY**

MINIMUM CHARGE (Monthly)

The Customer Charge plus the Demand Charges.

POWER FACTOR ADJUSTMENT

The customer shall maintain an average power factor during on-peak periods of not less than 90%. If the average on-peak power factor is less than 90%, the on-peak billing demand shall be determined by multiplying the greatest 15-minute demand during the on-peak period by 90% and dividing the product thus obtained by the average on-peak power factor expressed as a percent. In no event shall the customer take power in such a manner as to cause leading reactive kilovolt-amperes during the off-peak period.

The average on-peak period power factor is defined to be the quotient obtained by dividing the on-peak kilowatt-hours used during the month by the square root of the sum of the squares of the on-peak kilowatt-hours used and the lagging reactive kilovolt-ampere-hours supplied during the same on-peak period. Any leading kilovolt-ampere-hours supplied during the on-peak period will not be considered in determining the average power factor.

FORMULA

$$\frac{\text{kWh (on peak)}}{\sqrt{(\text{kWh on peak})^2 + (\text{kVarh on peak})^2}}$$

DEFINITIONS

kWh= kilowatt hours  
kVarh= kiloVar hours

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

ON-PEAK AND OFF-PEAK PERIODS DEFINED

The rating periods are defined as follows:

On-Peak Hours: 9 A.M. - 9 P.M., Monday through Friday, inclusive, excluding holidays.

Off-Peak Hours: Those hours not designated as on-peak hours.

**ELECTRIC - GENERAL SERVICE TIME-OF-DAY**

ON-PEAK AND OFF-PEAK PERIODS DEFINED (cont'd)

Holidays: Those days nationally designated and celebrated as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Winter Period: The winter period is designated as the November, December, January and February billing months. All other months of the year are considered to be in the summer period for billing purposes.

CONTRACT PERIOD

Not less than one year.

SPECIAL RULES

This schedule is not available for service to customers who have another source of power which can be substituted for Company's service in the conduct of any part of customer's operations, except in cases where such other source is maintained solely for use in case of the possible failure of Company's service.

When only a portion of Company's service is within the scope of the preceding paragraph, customer may, at their option, provide separate circuits for that portion, and the remainder of Company's service will then be metered and billed separately without applying this rule thereto, even though this schedule states that it is available only when all service is supplied thereunder through a single meter.

Service will be supplied thereunder only where Company has available capacity and facilities adequate for the service desired.

Customer's equipment may not be concurrently operated by means of service supplied by Company and by such other source of electric or mechanical power except upon written agreement setting forth the conditions of such operation.

The contract period, when the Special Rules of this schedule are implemented, shall not be less than the minimum term specified in the schedule except that when customer advised Company in writing of the permanent discontinuance of the use of all other sources of power and executes a new contract with Company for customer's entire power requirements, the contract for service under these Special Rules will be canceled.

**ELECTRIC - LARGE POWER TIME-OF-DAY (OVER 100,000 VOLTS)**

APPLICATION

To any commercial or industrial customer for lighting, power and other purposes who meet at least one of the following conditions:

- 1) Take service in Washburn County.
- 2) Monthly metered loads greater than 10,000 kW for 6 of the last 12 months.

Exceptions may be made for customers with loads less than 10,000 kW if:

- 1) They require service from the Company's transmission system in order to mitigate problems in the distribution system; and/or
- 2) They are at unreasonable distance from any primary distribution facilities and adjacent to the Company's transmission facilities of nominally 115,000 volts or 161,000 volts phase to phase.

Service will be supplied under this schedule only at points on Company's transmission voltage system (nominally 115,000 volts or 161,000 volts phase to phase) where, in Company's judgment, the size of the load to be served warrants the extension of the transmission voltage system.

Not applicable for stand-by, resale or shared service.

RATE (Monthly)

Customer Charge

\$605.00 for each metered service.

Energy Charge\*

All On-Peak kWh @

Winter Months \$0.0781 per kWh.

Summer Months \$0.0741 per kWh.

All Off-Peak kWh @

Annually \$0.0547 per kWh.

\*Subject to the Power Cost Adjustment Clause.

**EFFECTIVE FOR SERVICE ON AND AFTER:**

Issued: December 20, 2022

January 1, 2023

PSC Authorization by Order No. 5820-UR-116

Letter: CS 12/20/22

**ELECTRIC - LARGE POWER TIME-OF-DAY (OVER 100,000 VOLTS)**

RATE (Monthly) (cont'd)

Demand Charge - sum of the following:

Current month billed demand @  
Winter Months \$12.35 per kW.  
Summer Months \$12.35 per kW.

Highest annual demand (on- or off-peak) in excess of the current month billed demand @ \$3.00 per kW.

DETERMINATION OF CURRENT MONTH BILLED DEMAND

The current month billed demand shall be the on-peak kW as shown by or computed from the readings of the Company's demand meter, for the 15-minute period of the customer's greatest use during the month, but not less than the minimum contracted demand.

MINIMUM CHARGE (Monthly)

The Customer Charge plus the Demand Charges

**ELECTRIC - LARGE POWER TIME-OF-DAY (OVER 100,000 VOLTS)**

POWER FACTOR ADJUSTMENT

The customer shall maintain an average power factor during on-peak periods of not less than 90%. If the average on-peak power factor is less than 90%, the on-peak billing demand shall be determined by multiplying the greatest 15-minute demand during the on-peak period by 90% and dividing the product thus obtained by the average on-peak power factor expressed as a percent. In no event shall the customer take power in such a manner as to cause leading reactive kilovolt-amperes during the off-peak period.

The average on-peak period power factor is defined to be the quotient obtained by dividing the on-peak kilowatt-hours used during the month by the square root of the sum of the squares of the on-peak kilowatt-hours used and the lagging reactive kilovolt-ampere-hours supplied during the same on-peak period. Any leading kilovolt-ampere-hours supplied during the on-peak period will not be considered in determining the average power factor.

FORMULA

$$\frac{\text{kWh (onpeak)}}{\sqrt{(\text{kWh on peak})^2 + (\text{kVarh on peak})^2}}$$

DEFINITIONS

kWh= kilowatt hours  
kVarh= kiloVar hours

ON-PEAK AND OFF-PEAK PERIODS DEFINED

The rating periods are defined as follows:

On-Peak Hours: 9 A.M. - 9 P.M., Monday through Friday, inclusive, excluding holidays.

Off-Peak Hours: Those hours not designated as on-peak hours.

Holidays: Those days nationally designated and celebrated as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Winter Period: The winter period is designated as the November, December, January and February billing months. All other months of the year are considered to be in the summer period for billing purposes.

**ELECTRIC - LARGE POWER TIME-OF-DAY (OVER 100,000 VOLTS)**

TYPE OF SERVICE

Three-phase, at approximately 60 hertz and at nominally 115,000 volts or 161,000 volts phase to phase, supplied through one meter at one point of delivery.

Customer shall assume all necessary expense in equipping himself for the conversion of energy to the utilization voltage, including any apparatus necessary for the regulation of the voltage.

CONTRACT PERIOD

Not less than five years.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction and to the Company's Service Regulations currently on file in the Company's office.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

SPECIAL RULES

This schedule is not available for service to customers who have another source of power which can be substituted for Company's service in the conduct of any part of customer's operations, except in cases where such other source is maintained solely for use in case of the possible failure of Company's service.

When only a portion of Company's service is within the scope of the preceding paragraph, customer may, at their option, provide separate circuits for that portion, and the remainder of Company's service will then be metered and billed separately without applying this rule thereto, even though this schedule states that it is available only when all service is supplied thereunder through a single meter.

Service will be supplied thereunder only where Company has available capacity and facilities adequate for the service desired.

Customer's equipment may not be concurrently operated by means of service supplied by Company and by such other source of electric or mechanical power except upon written agreement setting forth the conditions of such operation.

The contract period, when the Special Rules of this schedule are implemented, shall not be less than the minimum term specified in the schedule except that when customer advised Company in writing of the permanent discontinuance of the use of all other sources of power and executes a new contract with Company for customer's entire power requirements, the contract for service under these Special Rules will be canceled.

Issued: August 9, 2017  
PSC Authorization by Order No. 5820-UR-114

**EFFECTIVE FOR SERVICE ON AND AFTER:**  
August 14, 2017  
Letter: SJP 08/09/17

**ELECTRIC – COMMUNITY SOLAR GARDEN**

**APPLICATION**

Available to all customers other than those who take service under EC-2, EN1, or EL1. Subscribers who are eligible can purchase up to 100 percent of their annual average SWL&P usage from the SWL&P Community Solar Garden (The Project). SWL&P will work with interested subscribers to select an appropriate kW subscription level.

Service is available on a first-come, first-served basis to subscribers who execute a service agreement and pay a five percent reservation fee. Approximately 470 kW of total service is available for subscriptions under this tariff.

**RATE**

Community Solar Reservation Fee: \$122.04 per kW share subscribed required at the time of application for service under this tariff.

The subscriber may choose one of the following options in addition to all charges for service being taken under the Company’s standard rate schedule.

**Option 1:      Upfront Payment**

Subscriber shall pay a one-time subscription fee for each contracted 1 kW solar block. Subscriber will receive a monthly energy kWh credit for the solar energy produced by each solar block.

- kW Block Charge:      \$2,318.78<sup>1</sup> per block price
- Monthly kWh credit:    Subscriber will receive a bill credit in kWh for the solar energy produced per subscribed kW block of capacity as an offset to the subscriber’s standard energy use during the monthly billing period.

This option is subject to the application of a price factor based on the number of years the subscription capacity of the Project has been available at the time of subscriber enrollment. Year 1 begins on the date of commercial operation of the Project. The first day of each subsequent year is the anniversary of the commercial operation date. These factors are shown in the table below.

Years (1-5)	Percent of Purchase Price	Years (6-10)	Percent of Purchase Price	Years (11-15)	Percent of Purchase Price	Years (16-20)	Percent of Purchase Price	Years (20-25)	Percent of Purchase Price
1	100%	6	80%	11	60%	16	40%	21	20%
2	96%	7	76%	12	56%	17	36%	22	16%
3	92%	8	72%	13	52%	18	32%	23	12%
4	88%	9	68%	14	48%	19	28%	24	8%
5	84%	10	64%	15	44%	20	24%	25	4%

<sup>1</sup> Amount subject to change after final costs are evaluated.

**ELECTRIC – COMMUNITY SOLAR GARDEN**

Option 2: Monthly Subscription

Subscriber shall pay a monthly subscription charge for each contracted 1 kW solar block. Subscriber will receive a monthly energy kWh credit for the solar energy produced by each solar block.

kW Block Charge: \$16.25<sup>2</sup> per block per month  
Monthly kWh credit: Subscriber will receive a bill credit in kWh for the solar energy produced per subscribed kW block of capacity as an offset to the subscriber's standard energy use during the monthly billing period.

Option 3: Fixed Charge per kWh

Subscriber shall pay a fixed rate per kWh of their portion of metered generation the Solar Garden produces each month. Subscriber will receive a monthly energy kWh credit for the solar energy produced by each solar block.

Fixed kWh Charge: \$0.1430<sup>3</sup> per kWh  
Monthly kWh Credit: Subscriber will receive a bill credit in kWh for the solar energy produced per subscribed kW block of capacity as an offset to the subscriber's standard energy use during the monthly billing period.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations starting on page SR 8.

SPECIAL TERMS AND PROVISIONS

1. Subscriber must execute a service agreement with the Company in order to be served on this rate schedule.
2. Service on this rate schedule will commence with the first regular meter reading following approval of the subscriber's service agreement by the Company and after the SWL&P Community Solar Garden goes into Service. Service will terminate after the earlier of (a) the customer's withdrawal from the program or (b) 25 years from the in-service date of the Project.
3. Any subscriber choosing to be served on this rate schedule thereby waives all rights to any billing adjustment arising from a claim that the bill for the subscriber's service would be cheaper on any alternative rate schedule for any period of time, including any rights under Wis. Admin Code PSC 113.0406(4).
4. Service hereunder is provided through one meter to one end-use subscriber. Service provided hereunder may not be redistributed or resold other than as provided for in this tariff.
5. The CS-1 Electricity service per kWh charge will remain locked for the entire term of the subscriber's participation in the CS-1 program, regardless of other changes that may from time to time be approved by the Public Service Commission of Wisconsin to any of the Residential or Commercial/Industrial tariffs.

<sup>2</sup> Amount subject to change after final costs are evaluated.

<sup>3</sup> Amount subject to change after final costs are evaluated.

**ELECTRIC – COMMUNITY SOLAR GARDEN**

SPECIAL TERMS AND PROVISIONS (cont.)

6. The subscriber’s solar share will be converted into kWh CS-1 use per billing period based on the subscriber’s proportionate subscribed share of the project. This volume to be applied during the billing period will be the lesser of the calculated share volume or all kWh of electricity used by the subscriber per billing period.
7. If a subscriber moves to another location within the SWL&P service territory, upon written request, the CS-1 will transfer to the new location.
8. If a subscriber moves to another location that is not in SWL&P’s service territory, upon written request, the subscriber will have the option to gift their shares to others within SWL&P’s service territory. Subscribers who have purchased Option 1 also have the option to sell back their shares to the Company and receive a pro rata refund of the original subscription fee, as set forth in the table below. Year 1 begins on the date of commercial operation of the Project. The first day of each subsequent year is the anniversary of the commercial operation date.

Years (1-5)	Percent of Purchase Price	Years (6-10)	Percent of Purchase Price	Years (11-15)	Percent of Purchase Price	Years (16-20)	Percent of Purchase Price	Years (20-25)	Percent of Purchase Price
1	96%	6	76%	11	56%	16	36%	21	16%
2	92%	7	72%	12	52%	17	32%	22	12%
3	88%	8	68%	13	48%	18	28%	23	8%
4	84%	9	64%	14	44%	19	24%	24	4%
5	80%	10	60%	15	40%	20	20%	25	0%

9. All renewable energy credits associated with energy produced by the Project and purchased by subscribers participating in this program will be retired annually by SWL&P on behalf of the subscriber.

**ELECTRIC - PARALLEL GENERATION – 20 KW OR LESS**

APPLICATION

Available to all single-phase and three-phase customers where a part or all of the electrical requirements of the customer are supplied by the customer's generation facilities, where such facilities have a total generating capability of 20 kW or less, where such facilities are connected in parallel with the utility and where such facilities are approved by the utility. A signed contract between the small power producer and the Company shall be required of all small power producers before generators can be interconnected with the utility. For purposes of determining compliance with this paragraph, generator size shall be determined based on the alternating current (AC) nameplate rating of the generator or inverter, as applicable.

RATE (Monthly)

The customer shall be billed the customer charge specified in the rate schedule under which the customer is served. The customer charge is due monthly whether or not the customer is a net seller of energy to the company in that billing month.

1) Renewable Resources

For customers generating power using renewable resource generators which exclusively use wind, solar photovoltaic, hydroelectric, wood or wood waste derived fuel, the customer shall be billed on a net energy basis.

Energy charges are specified in the rate schedule under which the customer purchases energy. The customer's energy consumption shall be offset by energy produced from the customer's generation facilities for the billing month. When the energy produced exceeds energy consumed for the billing month, the customer shall be credited for the excess energy volumes at a per kWh rate equal to the rate levels in Section 2 of this rate schedule. Time-of-day customers will have consumption and production netted by pricing period under the rate schedule in which the customer purchases energy.

The following customers may continue to be paid for net monthly excess generation at the rate specified in the rate schedule under which the customer purchases energy until December 31, 2027: (a) customers taking service under this rate schedule prior to January 1, 2018; or (b) customers who have submitted a complete application to the Company by December 15, 2017, and completed physical installation of the generation facilities, consistent with design requirements of Wis. Admin. Code sec. PSC 119.20, by January 19th, 2018. A customer that makes changes to the capacity or type of its generation facilities after January 1, 2018, will be treated as a new customer and shall be subject to the standard credit provisions.

**ELECTRIC - PARALLEL GENERATION – 20 KW OR LESS**

2) Non-Renewable Resources

For customers generating power by all other means than that specified in 1) above, and who, executed, or will in the future execute, contracts in accordance with the application section of this rate schedule, the customer shall pay the energy charge for energy consumed as specified in the rate schedule under which the customer is served. The customer’s energy consumption shall be offset by energy produced from the customer’s generation facilities for the billing month. When the energy produced exceeds energy consumed for the billing month, the customer shall be credited for the excess energy volumes at a per kWh rate equal to the rate levels in Section 2 of this rate schedule. Time-of-day customers will have consumption and production netted by pricing period under the rate schedule in which the customer purchases energy.

Payment per kWh *	Voltage Level		
	Transmission	Primary	Secondary
During On-Peak Period	\$0.1406	\$0.1490	\$0.1508
During Off-Peak Period	\$0.0379	\$0.0396	\$0.0401
Average (34.8% On-Peak 65.2% Off-Peak)	\$0.0738	\$0.0781	\$0.0790

\*Subject to the Power Cost Adjustment Clause

If, in any month, the customer’s utility bill has a credit balance of \$100 or less, the amount shall be credited to subsequent bills until a debit balance is reestablished. If the credit balance is more than \$100, the customer may be reimbursed by check upon request. Monthly credits shall be computed by taking the net excess kilowatt-hours produced times the sum of the applicable energy charge plus monthly Power Cost Adjustment Clause (PCAC) factor.

METERING AND SERVICE FACILITIES

A customer who is served under a regular rate schedule shall have any ratchet and/or other device removed from customer’s meter to allow reverse power flow and measurement of net energy used. Customers eligible for net energy billing but with existing metering facilities equipped with ratchets or other devices preventing reverse registration (i.e., time-of-day metering facilities), may request that the utility install the necessary metering to permit such billing.

CUSTOMER OBLIGATIONS

See Sheet No. E 45

**ELECTRIC - PARALLEL GENERATION – 20 KW OR LESS**

2) Non-Renewable Resources (cont'd)

CONTRACT REQUIRED

A contract is required between the utility and the customer (either the individual(s) or the corporate entity) that owns a generation facility. The contract shall specify safety, system protection, and power quality rules that the generator operation must comply with. The contract shall require a minimum of \$300,000 liability insurance or proof of financial responsibility for the customer owned generation system. Each of the parties shall indemnify and save harmless the other party against any and all damages to persons or property occasioned, irrespective of the negligence of such other party, by the maintenance and operation by such parties of their respective generation, operation, electric lines and other electrical equipment. The contracts with customer owned generation facilities selling energy under the standard (non-negotiated) rate have no specific term or length. Contracts with customer owned generation facilities selling energy under a negotiated rate shall contain performance requirements and be of sufficient length to ensure the utility avoids the costs for which the customer owned generating facility is being compensated.

**ELECTRIC - CUSTOMER OWNED GENERATION – GREATER THAN 20 KW**

APPLICATION

Available to all single-phase and three-phase customers where a part or all of the electrical requirements of the customer are supplied by the customer’s generation facilities, where such facilities have a total generating capability of greater than 20 kW where such facilities are connected in parallel with the utility and where such facilities are approved by the utility. Customers not desiring to sell energy under this rate have the right to negotiate a buy-back rate. For purposes of determining compliance with this paragraph, generator size shall be determined based on the alternating current (AC) nameplate rating of the generator or inverter, as applicable.

A signed contract between the power producer and the Company shall be required of all power producers before generators can be interconnected with the utility.

RATE (Monthly)

Customers shall receive monthly payment for all electricity delivered to the utility and shall be billed by the utility for metering and associated billing expenses as specified below:

Customer Charge

Demand Metered Customers                      \$10.00

Payment per kWh	Voltage Level		
	Transmission	Primary	Secondary
During On-Peak Period	\$0.1406	\$0.1490	\$0.1508
During Off-Peak Period	\$0.0379	\$0.0396	\$0.0401
Average (34.8% On-Peak 65.2% Off-Peak)	\$0.0738	\$0.0781	\$0.0790

\*Subject to the Power Cost Adjustment Clause

The customer shall pay the energy charge for energy consumed as specified in the rate schedule under which the customer is served. For energy produced and sold to the Company, the Company shall pay the standard avoided cost energy charge for the applicable level of service as shown above plus the monthly Power Cost Adjustment Clause (PCAC) factor. Customers served on a time-of-day schedule shall be paid at the appropriate on-peak and off-peak period rates. Customers served on a non-time-of-day rate shall be paid at the average per kWh.

On-peak periods are defined as 9:00 AM through 9:00 PM, Monday through Friday, excluding holidays.  
Off-peak periods are those hours not designated as on-peak hours.

Holidays are those days nationally designated and celebrated as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

**ELECTRIC - CUSTOMER OWNED GENERATION – GREATER THAN 20 KW**

MINIMUM CHARGE

The monthly minimum charge paid by the customer shall be the customer charge.

NEGOTIATED RATES

Customers with generation systems greater than 20 kW have the right to negotiate buy-back rates. The buy-back rate cannot be greater than the full avoided cost.

The following are the required procedure guidelines:

- a) The utility must respond to the customer-owned generating system within 30 days of the initial written receipt of the customer-owned generating system proposal and within 30 days of receipt of a subsequent customer-owned generating system proposal;
- b) The utility's rejection of the customer-owned generating system proposal must be accompanied by a counter-offer relating to the specific subject matter of the customer-owned generating system proposal; and
- c) If the utility is unable to respond to the customer-owned generating system proposal within 30 days, it shall inform the customer-owned generating system of:
  - 1) Specific information needed to evaluate the customer-owned generating system proposal.
  - 2) The precise difficulty encountered in evaluating the customer-owned generating system proposal.
  - 3) The estimated date that it will respond to the customer-owned generating system proposal.
- d) The Commission may become involved in the utility negotiations upon showing by either the utility or the customer-owned generating system that a reasonable conclusion cannot be reached under the above guidelines. The Commission may provide a waiver to the guidelines and order new negotiation requirements so that a reasonable conclusion can be reached.
- e) A copy of all negotiated buy-back rates shall be sent to the Commission. These rates shall not be effective until the contract is placed on file by the Commission.

**ELECTRIC - CUSTOMER OWNED GENERATION – GREATER THAN 20 KW**

CHARGES FOR ENERGY SUPPLIED BY THE UTILITY

Energy supplied by the utility to the customer shall be in accordance with the standard applicable rate schedules of the utility.

CONTRACT REQUIRED

A contract is required between the utility and the customer (either the individual(s) or the corporate entity) that owns a generation facility. The contract shall specify safety, system protection, and power quality rules that the generator operation must comply with. The contract shall require a minimum of \$300,000 liability insurance or proof of financial responsibility for the customer owned generation system. Each of the parties shall indemnify and save harmless the other party against any and all damages to persons or property occasioned, irrespective of the negligence of such other party, by the maintenance and operation by such parties of their respective generation, operation, electric lines and other electrical equipment. The contracts with customer owned generation facilities selling energy under the standard (non-negotiated) rate have no specific term or length. Contracts with customer owned generation facilities selling energy under a negotiated rate shall contain performance requirements and be of sufficient length to ensure the utility avoids the costs for which the customer owned generating facility is being compensated.

CUSTOMER OBLIGATIONS

a) Metering Facilities and Wiring

The customer shall furnish, install and wire the necessary service entrance equipment, meter sockets, meter enclosure cabinets or meter connection cabinets that may be required by the utility to properly meter usage and sales to the utility.

b) Interconnection Costs

The owner of the generating facility shall be required to pay all interconnection costs, including metering, incurred by the utility. Said costs, including financing costs, shall be paid by the owner within two years of the interconnection of facilities.

c) Liability Insurance

The owner of the generating facility shall be required to have liability insurance on the generating facility of at least \$1,000,000 or be able to prove financial responsibility.

**ELECTRIC - CUSTOMER OWNED GENERATION – GREATER THAN 20 KW**

d) Interconnection and Operation (Safety and Power Quality) Requirements

Electric service to a customer-owned electric generation installation may be disconnected for failure to comply with these requirements.

- 1) Interconnection of a generating facility with the utility system shall not be permitted until application has been made to and approval received from the electric utility. The utility may withhold approval only for good reason such as failure to comply with applicable utility or governmental rules or laws. The utility shall require a contract specifying reasonable technical connection and operating aspects for the parallel generating facility.
- 2) The utility may require that for each generating facility there be provided between the generator or generators and the utility system, a lockable load-break disconnect switch. For installations interconnected at greater than 600 volts, a fused cutout switch may be substituted, where practicable. The switches shall be accessible to the utility for the purpose of isolating the parallel generating facility from the utility system when necessary.
- 3) The utility shall require a separate distribution transformer for a customer having a generating facility where necessary, for reasons of public or employee safety or where the potential exists for the generating facility causing problems with the service of other customers. Ordinarily this requirement should not be necessary for an induction-type generator with a capacity of 5 kW or less, or other generating units of 10 kW or less that utilize line-commutated inverters.
- 4) Where necessary, to avoid the potential for a facility causing problems with the service of other customers, the utility should limit the capacity and operating characteristics of single-phase generators in a manner consistent with its existing limitations for single-phase motors. Ordinarily single-phase generators should be limited to a capacity of 10 kW or less.
- 5) The utility shall require that each generating facility have a system for automatically isolating the generator from the utility's system upon loss of the utility supply, unless the utility desires that the local generation be continued to supply isolated load. For synchronous and induction generators such protection against continued operation when isolated from the utility system will ordinarily consist of overcurrent protection, fuse or circuit breaker, plus a voltage or frequency controlled contractor which would automatically disconnect the unit whenever its output voltage or frequency drifted outside predetermined limits, such as plus or minus 10% of the rated values.

Other suitable protective systems against abnormal voltages of frequencies may be accepted by the utility.

**ELECTRIC - CUSTOMER OWNED GENERATION – GREATER THAN 20 KW**

- d) Interconnection and Operation (Safety and Power Quality) Requirements (cont'd)
- 6) The utility shall require that the customer discontinue parallel generation operation when it so requests and the utility may isolate the generating installation from its system at times:
    - a) When considered necessary to facilitate maintenance or repair of utility facilities.
    - b) When considered necessary during system emergencies.
    - c) When considered necessary during such times as the generating facility is operating in a hazardous manner, or is operating such that it adversely affects services to other customers or to nearby communication systems or circuits.
  - 7) The owner of the generating facility shall be required to make the equipment available and permit entry upon the property by electric and communication utility personnel at reasonable times for the purposes of testing isolation and protective equipment, and evaluating the quality of power delivered to the utility's system; and testing to determine whether the local generating facility is the source of any electric service or communication systems problems.
  - 8) The power output of the generating facility shall be maintained such that frequency and voltage are compatible with normal utility service and do not cause that utility service to fall outside the prescribed limits of Commission rules and other standard limitations.
  - 9) The generating facility shall be operated so that variations from acceptable voltage levels and other service impairing disturbances do not result in adverse effects on the service or equipment of other customers, and in a manner which does not produce undesirable levels of harmonics in the utility power supply.
  - 10) The owner of the generating facility shall be responsible for providing protection for the owner's installed equipment and for adhering to all applicable national, state and local codes. The design and configuration of certain generating equipment such as that utilizing line-commutated inverters sometimes requires an isolation transformer as part of the generating installation for safety and for protection of the generating facilities.

**EFFECTIVE FOR SERVICE ON AND AFTER:**

Issued: August 9, 2017  
PSC Authorization by Order No. 5820-UR-114

August 14, 2017  
Letter: SPJ 08/09/17

**ELECTRIC - CUSTOMER OWNED GENERATION – GREATER THAN 20 KW**

UTILITY OBLIGATION

a) Metering Equipment

The utility shall install appropriate metering facilities to record all flows of energy necessary to bill in accordance with the charges and credits of this rate schedule.

b) Notice to Communication Firms

Each electric utility shall notify telephone utility and cable television firms in the area when it knows that customer-owned generating facility is to be interconnected with its system. This notification shall be as early as practicable to permit coordinated analysis and testing in advance of interconnection, if considered necessary by the electric or telephone utility or cable television firm.

RIGHT TO APPEAL

The owner of a generating facility interconnected or proposed to be interconnected with a utility system may appeal to the Commission should any requirement of the utility service rules filed in accordance with the provisions of PSC 113.70 or the required contract be considered to be excessive or unreasonable. Such appeal will be reviewed and the customer notified of the Commission's determination.

**ELECTRIC - ALL METERED RETAIL RATES**

RETAIL POWER COST ADJUSTMENT CLAUSE (PCAC)

All metered retail rates shall be subject to a positive or negative power cost adjustment charge equivalent to the amount by which the current cost of power allocated to the retail jurisdiction (per kilowatt-hours of sales) is greater or lesser than the base cost of purchased and produced power allocated to the retail jurisdiction (per kilowatt-hours of sales).

The current cost per kilowatt-hour of energy billed is equal to the cost of purchased and produced power allocated to the retail jurisdiction for the most recent month divided by the kilowatt-hours of energy sold. The monthly adjustment (rounded to the nearest one one-hundredth of a cent) is equal to the current cost less the base cost. The base cost until changed by order of the Public Service Commission of Wisconsin is \$0.0812 per kilowatt-hour.

Periodic changes shall be made to maintain the proper relative structure of the rates and to insure that power costs are being equitably recovered from the various PCAC rate classes. If the monthly adjustment (A) exceeds \$0.0150 per kilowatt-hour, for more than three times in a 12-month period (current plus preceding 11-months), the company shall notify the Public Service Commission of Wisconsin separate from its monthly PCAC report of the need to evaluate a change in rates to incorporate a portion of the power cost adjustment into the base rates.

For purposes of calculating the power cost adjustment charge, the following formula shall be used:

$$A = \frac{C}{S} - U$$

- A = The power cost adjustment rate in dollars per kilowatt-hour rounded to four decimal places (positive or negative) applied on a per kilowatt-hour basis to all metered retail sales of electricity.
- C = The estimated cost of purchased and produced power (\$) in the preceding month based on the estimated demand and energy allocated in retail sales (excluding wholesale sales).
- S = The total kilowatt-hours sold during the preceding month.
- U = The average cost of purchased and produced power allocated to the retail jurisdiction per kilowatt-hour of retail sales for the test period. This figure remains constant in each subsequent monthly calculation at \$0.0812 per kilowatt-hour until otherwise changed by the Public Service Commission of Wisconsin.

**ELECTRIC – ARREARS MANAGEMENT PROGRAM**

Arrears Management Program

All residential customers participating in the Low-Income Energy Assistance Program (LIHEAP) through Douglas County, WI who has a past due balance of \$200 for at least one utility for 60+ days can enroll in this program.

Customer will work with the utility to set up payment arrangements up to 24 months on their past due balance. This payment arrangement amount will be in addition to their monthly utility bill. Making on time monthly payments for 3 months will result in a company match until the arrears balance it zero.

A customer can opt out and back into AMP one time within a 12 month period. For example: if a customer starts AMP, Opts out in July, Opts back in August, then out again in September (all in the same year) – the customer cannot opt back in until the following September.

Customers that miss three consecutive months of timely payments will be removed from this program. The company will notify customers of the risk of removal from the program after each missed payment. Customers who are removed from the program will not be eligible again for 12 months or payoff of the arrears balance.

If the customer receives a LIHEAP payment, the customer can designate if they want it applied to their monthly bill or their arrears payment arrangement. SWL&P will not match a LIHEAP payment that is applied to the arrears balance.

If a customer on this program wants to make an extra payment to the arrears balance and their monthly utility bill is paid off/current, SWL&P will match the extra payment until the arrears balance is zero. If the match would result in a credit, SWL&P would only pay the balance down to zero.

If the outstanding balance results in a large payment amount that the customer cannot afford, the customer can work with SWL&P to make other payment arrangements. Once the balance is manageable for a 24 month payment plan, the customer can switch to this program. AMP can also coexist on a customer account with budget billing.

- This program is open to all residential customers with a past due balance of \$200 for at least one utility for 60+ days until December 31, 2021.

**ELECTRIC - EXTENSION RULES**

Electric Extensions shall follow PSC113.1000 of the State of Wisconsin Administrative Code.

1) DEFINITIONS

Extension is defined as any additional overhead or underground distribution facilities installed by the Company to make electric service available to customer(s) not now being provided with such service. The point(s) of delivery, to be determined by the customer(s), are subject to approval by the Company. The extension will consist of rights-of-way, permits, easements, accessories, poles, conductors, transformers and accessories, secondary laterals and any other materials necessary to provide the customer(s) with service. The length of an extension shall be determined by the distance between the tie to existing distribution facilities and the point of connection with the customer(s) service drop or service lateral.

Service Drop is defined as the overhead service between the last pole or other aerial support of the distribution system, and the point of attachment to the customer's service entrance equipment, and is normally located on the customer's property.

Service Lateral is defined as the underground service between the distribution system, including any risers at a pole or other structure, and the service entrance equipment. It is normally located on the customer's property.

Distribution System is defined to include all primary lines and cables, secondary lines and cables, transformers and control equipment necessary to extend electric service to points of connection with service drops or service laterals. Transformers and associated equipment, even though located at the customer's end of a primary service drop or lateral, are included in the distribution system. Normally, the distribution system is located on public streets, alleys, roads and back lot lines. It may also be located on easements granted by the property owner desiring service, without expense to the utility.

Service Entrance Equipment is defined as the meter socket and related overhead masthead or conduit for underground service. This equipment is provided by the customer(s), and is generally located on or in the customer's building.

Modification is defined as any change, regardless of nature, to existing Company equipment.

**ELECTRIC - EXTENSION RULES**

2) GENERAL POLICY

Upon request by the customer, a service drop or service lateral shall be provided by the Company. Such installation shall be in compliance with other provisions of these rules. The Company reserves the right to disapprove the service applied for by the customer if such service would, in the opinion of the Company, create undue hardship upon the Company or any other third party(s).

Any extension made to existing distribution line facilities shall be subject to possible advance payments as provided in Section 3, Contributions. If the Company is not assured as to the stability and economic feasibility of any extension, the right is reserved by the Company to require the customer(s) to execute a contract for a definite period and level of service, to pay a minimum monthly guarantee or to otherwise protect the Company against possible loss.

The Company reserves the right to make interpretations of all extension rules contained herein.

3) CONTRIBUTIONS

Subject to compliance with other provisions of these rules, the Company shall provide new services free of charge to the customer.

For a new distribution line extension, the customer(s) shall pay in advance of construction, as a refundable contribution, the cost of construction of such new distribution facilities (lines, poles, towers, conduit, etc.) in excess of the total average embedded cost of existing utility facilities. The cost of construction of such new distribution facilities will not include the cost of individual transformers or increased transformer capacity. Contributions shall be refundable as specified in Section 8, Refunds. If the Company installs, for its own purposes, distribution facilities in excess of those normally installed, the additional cost for those facilities will not be used in determining any required customer contribution.

If the facilities design requires or customer requests non-standard facilities, the Company shall require the customer to pay a refundable contribution in advance of construction for the portion of the facilities in excess of the standard design.

For customers billed on an energy-only basis, the total average embedded cost is equal to the average embedded cost calculated in subparagraph (a) below multiplied by the number of customers requesting the extension. For customers billed on a demand and energy basis, the total average embedded cost is equal to the average embedded cost calculated in subparagraph (b) below multiplied by the billed kW demand of the customer requesting the extension.

ELECTRIC - EXTENSION RULES

3) CONTRIBUTIONS (Cont'd)

Prior to construction, the billed kW demand will be estimated to determine a preliminary total average embedded cost. This estimate will be based upon information provided by the customer and the Company's experience with other similar installations. The Company shall require a contract to cover this situation when an extension is requested by a demand and energy customer. For overhead (does not include ornamental) street lighting customers, the total average embedded cost is equal to the average embedded cost calculated in subparagraph (c) below multiplied by the number of street lighting fixtures to be attached to the extension.

The average embedded cost of existing utility facilities shall be determined each rate review on a customer classification basis as follows:

- a) For **energy only customers**, the average embedded cost of the distribution facilities shall be calculated by dividing the depreciated embedded cost minus contributions for the distribution facilities allocated to this classification of customers multiplied by the number of customers. The average embedded cost is \$303.27 per customer.
- b) For **demand and energy customers**, the depreciated embedded distribution facility costs minus contributions allocated to this classification of customers shall be divided by the total monthly billed demand of these customers to produce an average embedded cost per kilowatt of demand. The average embedded cost is \$36.84 per kilowatt of billed demand.
- c) For **overhead street lighting facilities**, the total depreciated distribution facility costs minus contributions allocated to the street lighting rate shall be divided by the number of street lighting fixtures to produce an average embedded cost per fixture. The average embedded cost is \$9.89 per fixture.

Updated average embedded cost figures and calculations shall be submitted each rate review to the Public Service Commission of Wisconsin.

Additional customers attaching to an extension shall not make any contributions for that extension.

Seasonal customers shall receive not more than one-half the total average embedded cost as a credit against the cost of construction of an extension.

ELECTRIC - EXTENSION RULES

3) CONTRIBUTIONS (Cont'd)

Developers and sub dividers shall pay, in advance of construction, the full cost of construction of distribution line facilities in subdivisions. (See Section 8, Refunds)

In addition to paying any refundable contribution, the customer shall also pay, in advance of construction as a non-refundable contribution, the cost of facilities in excess of standard extension costs when the facilities desired by the customer require higher than normal construction cost due to such conditions as trenching in rocky or frozen ground, boring pavement, cutting, etc.

Any modification to existing distribution line facilities or service facilities shall be charged for as specified in Section 6, Modification of Existing Facilities.

4) CONSTRUCTION COSTS

The Company will base its estimate of construction costs on its experience with similar installations, taking into account reasonable current costs and anticipated charges to those costs. The Company's estimate of the costs of an extension or modification will include right-of-way costs and all items of labor, equipment and materials (except meters and transformers), together with allowances thereon for engineering, general office expense and such other incidental expenses necessary to the supplying of electric service to the customer(s). The Company shall make extension or modifications over the least cost, least environmentally degrading and most direct route available unless other overriding factors exist. Actual costs will be reviewed upon completion of construction and the construction cost estimate will be adjusted accordingly. If said recalculation differs by more than \$20 from the original estimate, a refund or additional billing shall be rendered to the customer.

5) CONSTRUCTION STANDARDS

Each request for new service or modification of service will require a written application agreeing to pay the contribution required, if any. Such contribution is payable in accordance with Section 3, Contributions.

The applicant for new service or modification of service may select the point of delivery with approval of the Company, at which point the Company will deliver service at applicant-owned terminating facilities. The applicant will furnish, own and maintain circuits and equipment beyond such point, except for metering equipment.

**ELECTRIC - EXTENSION RULES**

5) CONSTRUCTION STANDARDS (Cont'd)

It is necessary that a customer's service entrance facilities be located at a point most readily accessible to the Company's distribution system. Also, the service entrance equipment shall be installed at a location approved by the Company. It is necessary to avoid crossing adjacent property with service drops or laterals. If the distribution system is established in the rear of the premises, the service entrance must be brought to the rear of the building. Where the distribution system is located on the street or where no distribution system has been established, the customer shall request the Company to specify an acceptable location of the service entrance facilities. The Company will furnish this information in writing upon request.

Meters will be furnished and installed by the Company at no charge to the customer. The customer must, however, furnish all necessary extra wiring to meet the interconnection and must furnish a safe and convenient place for the meter. Meter socket(s) shall be installed on the exterior of the building unless otherwise approved by the Company prior to installation or it shall be changed by the customer to conform to Company standards. Instrument transformers and related equipment shall be supplied by the Company and installed by the customer in a manner approved by the Company.

In the event a customer desires an additional meter installed for their own convenience, the customer shall contract for the installation with a contractor and shall be responsible for the total cost of same, including meter.

Meters are sealed by the Company and such seals shall not be broken or tampered with without the consent of the Company except in cases of emergency. The Company should be notified as soon as possible after a seal has been broken.

Multiple service drop or service lateral installations shall be installed only in accordance with applicable Codes.

If an existing customer with a single phase service drop or lateral requests three phase service, the customer shall rewire their equipment to operate from the three phase service drop or lateral before three phase service will be extended. The single phase service drop or lateral will be removed from service after the three phase service has been extended.

In overhead facilities installation, the applicant(s) for service shall furnish any necessary right-of-way on their own property without cost to the Company, adequate for the line extensions necessary to serve them and along a route approved by the Company.

**ELECTRIC - EXTENSION RULES**

5) CONSTRUCTION STANDARDS (Cont'd)

In underground facilities installation, the applicant(s) shall furnish, at no expense to the Company, recordable easements granting rights-of-way in form and substance satisfactory to the Company for the installation and maintenance of the underground facilities. The rights-of-way as designated by the Company shall be a minimum of 10 feet in width. No buildings or trees shall be placed on said rights-of-way. The rights-of-way may be used for gardens, shrubs, landscaping, and other purposes that will not interfere with maintenance of electric facilities.

Except for damage caused by negligence, the Company shall not be held liable for damage to trees, shrubs, fences, sidewalks or other obstructions, incident to installation, repair or replacement of underground electric facilities.

The applicant(s) shall inform the Company of any known or expected underground obstructions within the cable routes on their property (septic tanks, drainage tile, etc.). All cable routes shall be within 6 inches of final grade prior to installation of cable. Any earth fill added to bring the cable route to within 6 inches of final grade prior to the underground construction shall not contain large rocks, boulders, debris or rubbish.

In the event of future changes in grade levels by the customer(s) that would materially change the depth of cover over underground conductors, or affect transformer locations, the landowner shall notify the Company in advance of grading, and shall pay the Company its cost of moving or replacing its equipment to accommodate the change in grade. Such charge will also be made for changes in buildings, structures, foundations or walls, or other obstructions.

The Company will not install a service lateral where engineering, operating, construction, safety or legal problems would, in the Company's judgment, make it inadvisable to make the installation.

Customers requesting poly-phase service laterals or single phase service laterals of more than 200 amps shall install and own all necessary facilities to reach Company's point of delivery. The Company's point of delivery shall either be at the secondary bushings of a pad mount transformer where the distribution line is underground or at a Company-approved point on the nearest pole where the distribution line is overhead.

**ELECTRIC - EXTENSION RULES**

CUSTOMER'S RESPONSIBILITY FOR DAMAGE TO COMPANY EQUIPMENT

The developer or builder will save the Company harmless from any damage to the Company's facilities resulting from other construction work on the premises.

ABNORMAL TRENCHING COSTS

The applicant will pay, in advance, an amount equal to the estimated extra cost of trenching and hand digging through any area where normal plowing and trenching methods cannot be used; e.g., ledge rock, boulders, landfill, trees, heavy underbrush, water courses, etc. Winter charges will apply for any service lateral and/or distribution extension installed between December 1 and March 31 unless the application for service and/or request for distribution extension is received prior to November 1 and the premise and/or site is ready for installation prior to December 1.

INSTALLATIONS UNDER AND THROUGH PAVED AND LANDSCAPED AREAS ON PRIVATE PROPERTY

Where it is necessary to install Company facilities in paved or landscaped areas on private property, the Company will make the installation and return the surface area to as near the original state as is reasonably practicable to do.

INSTALLATION OF FACILITIES

The character, location, and method of installation of the facilities to be constructed by the Company hereunder will be at the sole discretion of the Company and will conform to specifications prepared by the Company. Any exceptions, if consented to by the Company, will be at the customer's expense.

APPLICABILITY OF GOVERNMENTAL CODES

All facilities installed by the Company and the customer will comply with the appropriate provisions of the applicable governmental codes.

EXTRAORDINARY INVESTMENT

Where, in the opinion of the Company, its investment in an extension appears extraordinary, or where extensive enlargement or changes to its existing distribution or other facilities are required to accommodate the customer(s) requesting service do not appear to be economically justified, the Company may require the customer(s) to pay the Company that portion of the capital expenditure not economically justified by the anticipated annual revenue. Such payments will be made in advance of construction. (See also Overhead and Underground Distribution Extensions, Economic Evaluation, where the Company may require a specific contract with the customer to pay operating and maintenance expenses.)

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**EFFECTIVE FOR SERVICE ON AND AFTER:**

August 14, 2017

Letter: SPJ 08/09/17

**ELECTRIC - EXTENSION RULES**

6) MODIFICATION OF EXISTING FACILITIES

At the request of the customer, the Company will, in accordance with other provisions of these rules, modify the existing distribution line facilities or service facilities serving that customer. Such modification will be made only if it is deemed feasible by the Company. Types of modifications shall include, but not be limited to, upgrading due to insufficient capacity, replacement with underground construction and relocation. The customer shall, in advance of such modification, pay the Company an amount equal to:

- a) The full cost of the new facilities including any charges for necessary changes and additions to remaining facilities;
- b) Less the accrued depreciation of the facilities to be removed from service;
- c) Less any salvage;
- d) Plus the cost of removal;
- e) Plus the cost of any related maintenance.

If the customer is billed on a demand and energy basis, any increase in billing kW associated with the modification of facilities shall create an additional embedded cost credit for the customer. Any billing kW increase and credit shall be determined in accordance with the fourth paragraph of Section 3, Contributions. The base load for determining any increase shall be the customer's billing kW during the previous 12-month period.

If a customer is served under an energy-only classification prior to the upgrade and transferring to a demand classification, any increase in demand load between billing kW associated with the new classification and an estimate of customer's prior average demand will result in an additional embedded cost credit for the customer. Any credit shall be determined in accordance with paragraph 4 of Section 3, Contributions.

If a customer served under an energy-only sub classification prior to an upgrade qualifies for a different energy-only sub classification after the upgrade, the customer shall receive a cost allowance equal to the difference between the two embedded cost allowances.

If no customer requests it, but the Company finds it necessary to relocate or rebuild existing facilities, the customer(s) responsible, when responsibility can be determined by the Company, shall pay, in advance of construction, an amount equal to (a) through (e) above.

If such modification affects any other party(s), the customer(s) requesting the modification of facilities shall have obtained in advance the approval of such other party(s), and shall pay all necessary costs to fully restore normal electric service to such other party(s).

Any necessary changes in the customer's wiring or service equipment caused by the above modifications shall be borne by the customer.

**ELECTRIC - EXTENSION RULES**

6) MODIFICATION OF EXISTING FACILITIES (Cont'd)

The Company shall not charge the customer to upgrade an overhead service drop or underground lateral with a larger size of the same type. A contribution equal to the difference in cost of an underground lateral and equivalent overhead service drop shall be required when the customer requests an upgrade from an overhead service drop to an underground service lateral.

Where the Company chooses to relocate its distribution system and it is impracticable to bring a service drop or lateral to the existing service entrance facilities, the Company will make the necessary changes in the customer's wiring and service equipment without expense to the customer.

In the event that the Company is ordered by a unit of government to move its distribution facilities, a new service drop will be installed, where practicable, to the existing service location without expense to the customer.

If, in the opinion of the Company, it is impracticable to utilize the existing service entrance facilities, the Company will specify a new service location and the expense of the necessary changes in the customer's wiring and service equipment shall be borne by the customer.

7) INSPECTION REQUIREMENTS

In a new service or modification of service **within the city limits**, the contractor or person responsible for the installation of the customer's electric wiring and associated equipment related to each type of service, shall contact the appropriate governmental agency for approval of the new or modified service prior to the Company's connecting such service. The Company shall be furnished, in writing, evidence of each approved service.

In a new service or modification of service **outside of the city limits**, the contractor or person responsible for the installation of the customer's electric wiring and associated equipment related to each type of service shall deliver an affidavit on a form supplied by the Company, attesting to the fact that the work complies with the Wisconsin State Electrical Code and the service rules of the Company. Affidavits must clearly indicate the nature of the work done, such as residential wiring, residential fixtures, garage wiring, range, heaters, motors or other wiring or equipment. In cases of additional wiring or changes which require meters to be replaced or moved to new locations, inspection by the Company and appropriate governmental agency will be required. Where such changes require new service entrances at a new location, the existing service entrances should not be disconnected before the new service entrances are connected and ready for operation.

**ELECTRIC - EXTENSION RULES**

7) INSPECTION REQUIREMENTS (cont'd)

If, upon inspection by the Company and appropriate governmental agency, certain installations are found to contain discrepancies, such discrepancies shall be corrected before permanent connection of service will be completed, or at its option, the Company may mail the customer a written request demanding conformity within a ten-day period or any prior service connection made by the Company will be disconnected and terminated.

The Company will connect the service entrance wires to the service wires. The Company will not be responsible for damage or injury resulting from unauthorized disconnection or reconnection of service wires.

8) REFUNDS

As additional customers attach to an extension, the original contributor(s) for the extension will receive refunds. These refunds from the utility shall be equal to the total average embedded cost for each new customer less any distribution-related expenses associated with providing service to the additional customers. The greater of the embedded costs at the time the extension was installed or the current embedded cost allowance shall be used for these refund calculations.

No refund will be made because of the connection of additional customers after five years from the date service was first established on the extension.

Developers and sub dividers shall receive refunds as customers build and connect to the electric facilities in subdivisions. As customers attach to the subdivision extension, the developer shall receive refunds equal to the greater of the average embedded cost per customer in effect when the extensions were made or the current embedded cost allowance for each customer. No refunds will be made after five years from the date service was first established on the extension.

Except as specified in Section 3, Contributions, an extension of an existing primary distribution line to serve an additional customer(s) shall be considered a new extension. The customer(s) to be served by the extension will make a contribution as provided in these rules for the new extension only. The contributor(s) of the existing primary distribution line from which the new extension is made will not receive refunds.

Unless otherwise provided by written agreement at the time a contribution is made, the right to receive refund on any contribution held hereunder shall attach to the ownership of the premises at each service location, and any refund shall be made to the person who owns such premises at the time the refund becomes due.

The refund of any payment made in advance of construction shall not include interest.

**ELECTRIC - EXTENSION RULES**

9) OWNERSHIP OF EXTENSION

The title to every extension at all times is with the Company. The Company reserves the right at all times to add additional customers to an extension and to make new extensions to an existing extension, under the provisions of these rules, without procuring the consent of any customer or customers contributing to the original construction costs, and without incurring any liability for refunding contributions except as provided for herein.

10) COMPANY FACILITIES ON CUSTOMER'S PREMISES

This rule shall apply to the distribution facilities required to serve either a group of customers in multi-tenancy premises or a single customer where, in either case, the Company finds that it is necessary to install portions of such facilities on the premises being served. Such customer or property owner, when requested by the Company, shall make provisions on their property for the installation of Company-owned facilities required for their service or services. Company facilities shall consist of those which, in the opinion of the Company, are necessary to furnish adequate service at the Company's point of delivery.

11) CUSTOMER'S RESPONSIBILITY FOR COMPANY'S EQUIPMENT

The customer shall be responsible for all damage to the Company's equipment, and for all loss resulting from interference or tampering therewith, caused by the customer or their permittees, including compensation for consumed energy not recorded upon the meter (see Service Regulations, SR 10, paragraph 6 - Diversion of Service).

Meters are sealed by the Company and such seals shall not be broken or tampered with without the consent of the Company except in cases of emergency. The Company should be notified immediately if a seal has been broken.

**ELECTRIC - EXTENSION RULES**

12) TEMPORARY SERVICE

The Company will extend temporary service under the following rules:

- a) The customer will agree to reimburse the Company for its expenditures in extending service. Temporary service customers are not eligible for average embedded cost credits.
- b) The "costs of extending service" include all items of labor, equipment and materials, with the customary overhead charges necessary to furnish the customer with the service requested. It shall also include any costs involved in the dismantling of materials and their return to stock. Where materials dismantled have a salvage value, the "costs of extending service" will be credited with such salvage value.
- c) All energy will be measured at one standard voltage at some convenient point designated by the Company.
- d) The customer will make the necessary arrangements and provide for the necessary equipment in the event more than one voltage is required.
- e) The cost of all construction (labor, equipment and materials) necessary to distribute energy on the premises occupied by the customer will be borne by the customer.
- f) The Company may require the customer to make an advance deposit sufficient to cover the "costs of extending service" and the estimated bill for energy.
- g) The rates applicable in the area wherein temporary service is rendered shall be applied in determining the consumer's bill.

All temporary service shall be inspected by the appropriate governmental agency or an approved affidavit furnished the Company. The temporary service shall be maintained in a safe manner in order to hold the Company harmless from injury to persons or property. The service shall remain temporary only for a reasonable time and must be permanent when the Company directs such action.

**ELECTRIC - EXTENSION RULES**

13) CONTRACTS

Customers may be required to have a contract in order to take service.

14) EXTENSION OR MODIFICATION OF TRANSMISSION FACILITIES TO RETAIL CUSTOMERS

Before the Company extends or modifies its transmission facilities to a retail customer, the Company shall require a contract between the Company and the customer which describes the facilities to be constructed, lists construction costs, allocated cost responsibility between the Company and customer and provides supporting analysis for determining costs and apportionment of those costs. The Company shall submit such contract to the Public Service Commission for review and approval. If the Public Service Commission does not respond to the Company within 20 working days from the date received, the contract shall be considered approved.

**GAS - RESIDENTIAL SERVICE**

APPLICATION

To gas service for residential purposes in single-family dwellings.

RATE (Monthly)

Customer Charge

\$10.00 per meter.

Distribution Charge

All therms: \$0.3779

Gas Acquisition Charge

All therms: \$0.0190

Base Commodity Charge (\$ per therm)

All therms: \$0.6899

(See PGA Rider for currently effective rate.)

MINIMUM CHARGE (Monthly)

The Customer Charge.

CONTRACT MINIMUM

Where no extension of main or services are required:

One year - if customer requests that service be disconnected and thereafter within twelve months applies for reconnection at the same location, there will be a reconnection charge, which can be found on sheet SR 3.

Where extension of mains or services is required: Subject to Extension Rules.

SERVICE REGULATIONS

Service is subject to orders of regulatory bodies having jurisdiction and to the Company's Service Regulations currently on file in Company's offices.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations.

**GAS - RESIDENTIAL SERVICE**

SEASONAL BILLING

Service may be billed for six months (May through October) for customers in the Village of Lake Nebagamon. The customer charge will be twice the normal monthly customer charge as stated above. The service may remain connected during the off season with incidental usage during this period to be billed with the first bill of the following season. If the incidental usage during this period is determined to be excessive (over 300 therms), the Company reserves the right to bill such usage at the rate in effect at the time such usage was determined to have occurred.

SPECIAL RULES

- 1) In buildings having two or more dwelling units, hereinafter referred to as apartments, each apartment shall be classified as a single-family dwelling. At the option of the landlord or agent, service within a building may be through a separate meter for each apartment or combined through one meter for two or more apartments. Where service is separately metered, this schedule shall apply as though each separately metered apartment were a single-family dwelling. Service shall not be sub-metered or resold.  
Apartment Defined
  - a) An apartment is defined as a portion of a building consisting of two or more rooms completely equipped for living purposes. Janitor quarters shall be classified as an apartment.
  - b) In buildings where five or more rooms, exclusive of apartments, are rented or are for rent, each five rooms or major fraction thereof (real estate rating), exclusive of apartments, shall be counted as an apartment.
- 2) Apartment buildings may be served under Schedule GR1 subject to the provisions of 1) above or under Schedule GC1 at the option of the customer.
- 3) A customer occupying a building or apartment for residential and commercial purposes jointly shall not combine their residential and commercial use under Schedule GR1.

PURCHASED GAS ADJUSTMENT

See PGA Rider to Schedule GR1 beginning with Sheet No. G 40.

**GAS - RESIDENTIAL SERVICE**

ENERGY CONSERVATION STANDARDS

Before natural gas service will be rendered to existing residential structures converting to gas space heating service, Superior Water, Light and Power Company will require that the following construction standards be met:

- 1) Ceiling or attic insulation: If a structure has insulating material with insulation value less than R-19, the customer must install insulation to a level of R-38. If insulation materials equal to a level of R-38 cannot be installed because of inadequate space between the ceiling and the roof, then as much insulation as space permits must be installed. Exception: If the structure has existing insulation material with a value of R-11 or more and the customer is installing batt insulation, the customer need only install additional insulation material with a value of R-19. If insulation does not reach a level of R-19 or greater, the customer may qualify for gas service by installing either of the following:
  - a) Furnace modifications as suggested by Superior Water, Light and Power Company; or
  - b) Insulation materials equal to R-5 on the walls of a heated basement to 3 feet below grade.
- 2) Sill box area insulation to a level of R-19, unless physically impractical to install.
- 3) Floor insulation over vented crawlspaces or unheated basements is required to reach a level of R-19. In a heated crawlspace, insulation materials with an R factor of at least 5 must be installed on the walls and, if the sill box area is accessible, insulating materials equal to R-19 must be installed.
- 4) In unheated areas, insulation is required on all heating ducts, cold air returns and hot water pipes.
- 5) Windows are required to be double-glazed or have storms
- 6) All doors exposed to the outside atmosphere, including the door to an attached unheated garage, will have a storm door or equivalent insulated door.
- 7) Weather-stripping shall be required on all movable doors and windows exposed to an unheated space. Caulking shall be required between exterior joints around windows and door frames; between wall cavities and windows and door frames; between walls and foundations; between walls and floors; and all other openings in the exterior building envelope.
- 8) If a new central heating unit is to be installed, the equipment must meet the energy efficiency requirements of IND 22.13, Wis. Adm. Code, which are as follows:

Combustion space heating equipment shall be provided with electronic ignition and automatic flue dampering, except sealed combustion equipment or equipment located in enclosures and provided with combustion air need not be provided with flue dampering.

**GAS - RESIDENTIAL SERVICE**

ENERGY CONSERVATION STANDARDS (cont'd)

- 9) Ventilation above the ceiling/attic insulation shall be required. The free ventilating area shall be at least 1/300 of the horizontal area if a vapor barrier is present and at least 1/150 of the horizontal area if there is no vapor barrier. One half of the venting should be near the eaves and the other half near the top of the roof.
  
- 10) If a residence is unable to meet all required standards because of physical limitations, other methods of energy conservation may be substituted such that the energy savings will be the same or greater. This substitution must be based on heat loss calculations performed in a normally-accepted manner.

Before natural gas service is rendered to an existing residential structure, Superior Water, Light and Power Company will provide the owner of the structure with a complete energy audit.

**GAS – COMMERCIAL AND INDUSTRIAL SERVICE**

APPLICATION

To commercial and industrial customers for all purposes, annual consumption not to exceed 36,000 therms. Customers served under this schedule whose annual consumption exceeds 36,000 therms during any of the past 12 consecutive months shall be billed under schedule GL1.

RATE

Customer Charge

\$18.00 per meter.

Distribution Charge

All therms: \$0.2811

Gas Acquisition Charge

All therms: \$0.0190

Base Commodity Charge (\$ per therm)

All therms: \$0.6899

(See PGA Rider for currently effective rate.)

MINIMUM CHARGE (Monthly)

The Customer Charge.

CONTRACT PERIOD

Not less than one year.

SERVICE REGULATIONS

Service is subject to orders of regulatory bodies having jurisdiction and to the Company's Service Regulations currently on file in Company's offices.

SPECIAL RULES

Service under this schedule is for the exclusive use of the customer and is not to be resold or shared with others.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations.

**GAS – COMMERCIAL AND INDUSTRIAL SERVICE**

ENERGY CONSERVATION STANDARDS

Superior Water, Light and Power Company will require that natural gas service for new commercial and industrial space heating use for buildings constructed before July 1, 1978, be provided only to those buildings meeting the following requirements:

- 1) Design heat loss, excluding infiltration and ventilation, through above-grade gross walls and roofs facing heated interiors shall not exceed 13 Btu per hour per square foot for the total building envelope.
- 2) If a building exceeds the heat loss of 1) above, the building may receive gas service provided that it demonstrates additional innovative building or system designs that will reduce fuel consumption to a level equal to or less than the fuel consumption which results from complying with 1) above.
- 3) All exterior windows and doors shall be designed to limit leakage into or from the building and shall be weather-stripped.
- 4) Special use buildings such as greenhouses, inflatable structures, and the like or any building exempt from the heating and ventilating requirements of Chapter IND 63, Wis. Adm. Code, are exempt from these requirements.

**GAS - LARGE VOLUME COMMERCIAL & INDUSTRIAL SERVICE-FIRM (OPTIONAL)**

APPLICATION

Large commercial and industrial customers, for all purposes with minimum annual consumption of 36,000 therms. Customers serviced under this schedule whose annual consumption is less than 36,000 therms during any of the past 12 consecutive months will be billed under schedule GC1.

RATE (Monthly)

Customer Charge

\$175.00 per meter.

Distribution Charge

All therms: \$0.1894

Gas Acquisition Charge

All therms: \$0.0190

Base Commodity Charge (\$ per therm)

All therms: \$0.6899

(See PGA Rider for currently effective rate.)

MINIMUM CHARGE (Monthly)

The Customer Charge.

CONTRACT PERIOD

Not less than one year.

SERVICE REGULATIONS

Service is subject to orders of regulatory bodies having jurisdiction and to the Company's Service Regulations currently on file in Company's offices.

SPECIAL RULES

Service under this schedule is for the exclusive use of the customer and is not to be resold or shared with others.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations.

Issued: December 20, 2022  
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EFFECTIVE FOR SERVICE ON AND AFTER:

January 1, 2023  
Letter: CS 12/20/22

**GAS - PARTIAL FIRM / INTERRUPTIBLE**

AVAILABILITY

This service is available to large volume commercial and industrial customers who would otherwise qualify for service under rate schedule GI6 except that a portion of their load is considered to be firm load and separate metering for this firm load is economically unfeasible or physically impractical. The firm contract portion of the load must not exceed 10% of the maximum daily or maximum hourly load and must be in excess of 25,000 therms annually.

RATE (Monthly)

Customer Charge

The GI6 Customer Charge

Distribution Charge

Firm Contract Load

The GL1 Distribution Charge

Interruptible Load

The GI6 Distribution Charge

Gas Acquisition Charge

The GL1 Gas Acquisition Charge

Base commodity Charge (See PGA Rider for currently effective rate.)

Firm Contract Load

The GL1 Commodity Charge

Interruptible Load

The GI6 Commodity Charge

MINIMUM CHARGE

The Customer Charge.

CONTRACT PERIOD

Not less than one year.

SERVICE REGULATIONS

Service is subject to orders of regulatory bodies having jurisdiction and to Company's Service Regulations currently on file in Company's offices.

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**EFFECTIVE FOR SERVICE ON AND AFTER:**

August 14, 2017  
Letter: SJP 08/09/17

**GAS - PARTIAL FIRM / INTERRUPTIBLE**

VOLUME DETERMINATION

For monthly billing purposes, the Company will rely on either an actual meter read taken by a Company representative or the information available through telemetering equipment to determine a customer's gas usage. The firm contract portion of the load shall be considered the first through the meter.

INTERRUPTION OF SERVICE

Service under this schedule is subject to interruption or curtailment to the level of firm contract supply whenever the Company is unable to obtain from its suppliers or pipelines the natural gas to be delivered hereunder, whenever Company distribution system constraints warrant interruption, or whenever such curtailment or interruption is ordered by any governmental agency having jurisdiction.

The Company reserves the right to test the interruptibility of customers served under this schedule. Customers who have failed to interrupt to the level of their firm contract during a minimum test period of four hours or an actual interruption shall be subject to further testing. A customer who has failed to reduce their load to the firm contract amount for three consecutive interruption periods, either actual or test, shall be transferred to the appropriate firm rate schedule provided the Company has the capacity to serve the customer under the firm rate schedule.

PENALTY FOR NON-INTERRUPTION

If a customer fails to curtail/interrupt its use of natural gas when requested to do so by Company, the customer shall pay a penalty charge equal to the tariffed pipeline penalty rate or \$2.00 per therm, whichever is greater. This penalty is in addition to all other charges incurred under this schedule. The Company also reserves the right to disconnect customer if customer fails to curtail/interrupt its use of natural gas when ordered to do so by the Company.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of Company's Service Regulations

SPECIAL TERMS AND CONDITIONS

- 1) Customer must execute a written contract which specifies, at a minimum, the level of firm contract supply and other conditions as deemed necessary and mutually agreed upon.
- 2) The level of firm contract supply shall be subject to adjustment if customer fails to curtail to the level of firm contract supply when requested to do so by the Company. The new level of firm contract supply shall be the maximum hourly load experienced during the period of interruption in which the customer has exceeded the current level of firm contract supply.
- 3) The Company's telemetering equipment shall be used for purposes of monitoring customers' hourly loads during periods of interruption.
- 4) The customers' firm contract supply may be determined from an actual or estimated hourly maximum load and may be stated in terms of maximum daily load.
- 5) The Company's tariffs for rate classes GL1 and GI6 are referenced and incorporated herein as appropriate.

**EFFECTIVE FOR SERVICE ON AND AFTER:**

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August 14, 2017

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**GAS - SMALL VOLUME COMMERCIAL & INDUSTRIAL SERVICE—INTERRUPTIBLE (OPTIONAL)**

APPLICATION

To large commercial and industrial customers whose maximum hourly requirements are in excess of 8 therms with maximum daily requirements of less than 2,000 therms within a 12 month period. Customer must agree to discontinue service on thirty minutes notice.

RATE (Monthly)

Customer Charge

\$150.00 per meter.

Distribution Charge

All therms: \$0.1894

Gas Acquisition Charge

All therms: \$0.0190

Base Commodity Charge (\$ per therm)

All therms: \$0.6038

(See PGA Rider for currently effective rate.)

MINIMUM CHARGE (Monthly)

The Customer Charge.

CONTRACT PERIOD

Not less than one year.

INTERRUPTION OF SERVICE

Service under this schedule shall be subject to curtailment or complete interruption whenever the Company is unable to obtain from its suppliers or pipelines the natural gas to be delivered hereunder, whenever Company distribution system constraints warrant interruption, or whenever such curtailment or interruption is ordered by any governmental agency having jurisdiction.

The amount of gas available at any time under this schedule is that portion of the total amount of natural gas available to the Company's system, if any, in excess of the amount of natural gas required to meet the needs of the Company's firm gas customers.

**GAS - SMALL VOLUME COMMERCIAL & INDUSTRIAL SERVICE—INTERRUPTIBLE (OPTIONAL)**

INTERRUPTION OF SERVICE (cont'd)

The Company reserves the right to test the interruptibility of customers served under this schedule. Customers who have failed to interrupt during a minimum test period of four hours or who have failed an actual interruption shall be subject to further testing. A customer who has failed three consecutive interruption periods, either actual or test, shall be transferred to the appropriate firm rate schedule provided the Company has the capacity to serve the customer under the firm rate schedule. Incidental usage during an actual interruption will not constitute an interruption failure but will be billed at the normal rate plus any applicable penalties. Penalties will not be applicable during a test interruption.

PENALTY FOR NON-INTERRUPTION

If a customer fails to curtail/interrupt its use of natural gas when requested to do so by Company, the customer shall pay a penalty charge equal to the tariffed pipeline penalty rate or \$2.00 per therm, whichever is greater. This penalty is in addition to all other charges incurred under this schedule. The Company also reserves the right to disconnect customer if customer fails to curtail/interrupt its use of natural gas when ordered to do so by the Company.

SERVICE REGULATIONS

Service is subject to orders of regulatory bodies having jurisdiction and to Company's Service Regulations currently on file in Company's offices.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of Company's Service Regulations.

**GAS - LARGE VOLUME COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE (OPTIONAL)**

APPLICATION

To large commercial and industrial customers whose maximum hourly requirements are in excess of 8 therms with maximum daily requirements in excess of 2,000 therms within a 12 month period. Customer must agree to discontinue service on thirty minutes notice.

RATE (Monthly)

Customer Charge

\$450.00 per meter.

Distribution Charge

All therms: \$0.1153

Gas Acquisition Charge

All therms: \$0.0190

Base Commodity Charge (\$ per therm)

All therms: \$0.6038

(See PGA Rider for currently effective rate.)

MINIMUM CHARGE (Monthly)

The Customer Charge.

CONTRACT PERIOD

Not less than one year.

INTERRUPTION OF SERVICE

Service under this schedule shall be subject to curtailment or complete interruption whenever the Company is unable to obtain from its suppliers or pipelines the natural gas to be delivered hereunder, whenever Company distribution system constraints warrant interruption, or whenever such curtailment or interruption is ordered by any governmental agency having jurisdiction.

The amount of gas available at any time under this schedule is that portion of the total amount of natural gas available to the Company's system, if any, in excess of the amount of natural gas required to meet the needs of the Company's firm gas customers.

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**GAS - LARGE VOLUME COMMERCIAL & INDUSTRIAL SERVICE – INTERRUPTIBLE (OPTIONAL)**

INTERRUPTION OF SERVICE (cont'd)

The Company reserves the right to test the interruptibility of customers served under this schedule. Customers who have failed to interrupt during a minimum test period of four hours or who have failed an actual interruption shall be subject to further testing. A customer who has failed three consecutive interruption periods, either actual or test, shall be transferred to the appropriate firm rate schedule provided the Company has the capacity to serve the customer under the firm rate schedule. Incidental usage during an actual interruption will not constitute an interruption failure but will be billed at the normal rate plus any applicable penalties. Penalties will not be applicable during a test interruption.

PENALTY FOR NON-INTERRUPTION

If a customer fails to curtail/interrupt its use of natural gas when requested to do so by Company, the customer shall pay a penalty charge equal to the tariffed pipeline penalty rate or \$2.00 per therm, whichever is greater. This penalty is in addition to all other charges incurred under this schedule. The Company also reserves the right to disconnect customer if customer fails to curtail/interrupt its use of natural gas when ordered to do so by the Company.

SERVICE REGULATIONS

Service is subject to orders of regulatory bodies having jurisdiction and to Company's Service Regulations currently on file in Company's offices.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of Company's Service Regulations.

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**GAS – ARREARS MANAGEMENT PROGRAM**

Arrears Management Program

All residential customers participating in the Low-Income Energy Assistance Program (LIHEAP) through Douglas County, WI who has a past due balance of \$200 for at least one utility for 60+ days can enroll in this program.

Customer will work with the utility to set up payment arrangements up to 24 months on their past due balance. This payment arrangement amount will be in addition to their monthly utility bill. Making on time monthly payments for 3 months will result in a company match until the arrears balance it zero.

A customer can opt out and back into AMP one time within a 12 month period. For example: if a customer starts AMP, Opts out in July, Opts back in August, then out again in September (all in the same year) – the customer cannot opt back in until the following September.

Customers that miss three consecutive months of timely payments will be removed from this program. The company will notify customers of the risk of removal from the program after each missed payment. Customers who are removed from the program will not be eligible again for 12 months or payoff of the arrears balance.

If the customer receives a LIHEAP payment, the customer can designate if they want it applied to their monthly bill or their arrears payment arrangement. SWL&P will not match a LIHEAP payment that is applied to the arrears balance.

If a customer on this program wants to make an extra payment to the arrears balance and their monthly utility bill is paid off/current, SWL&P will match the extra payment until the arrears balance is zero. If the match would result in a credit, SWL&P would only pay the balance down to zero.

If the outstanding balance results in a large payment amount that the customer cannot afford, the customer can work with SWL&P to make other payment arrangements. Once the balance is manageable for a 24 month payment plan, the customer can switch to this program. AMP can also coexist on a customer account with budget billing.

- This program is open to all residential customers with a past due balance of \$200 for at least one utility for 60+ days until December 31, 2021.

**GAS - TRANSPORTATION SERVICE**

Transportation service provides for the transportation of customer-owned gas from the applicable city gate station through the Company’s distribution system to the customer’s meter. The customer is responsible for arranging for the purchase and delivery of gas to the Company’s city gate station.

Availability

This service is available when the installed distribution capacity and facilities are sufficient to provide service under this schedule without reducing the quality or quantity of services to any higher priority customer, as defined in the priority of service program and curtailment plan beginning on rate sheet No. G 42. This service is available for customers who would otherwise be qualified to receive service under the Company’s system supply schedules but have elected to be transportation customers and have made arrangements for the delivery of customer-owned gas to the Company’s city gate station. Customers seeking service under this rate schedule must also execute a balancing agreement with the Company. Service under this rate schedule will start on the first gas day of the month and terminate on the last gas day of the month.

RATE

Transportation Administration Charge: \$25.00 per month per meter  
 Transportation Charge:

	Applicable System Sales Rate Class	Customer Charge Per Month	Base Rate Per therm
Transportation Service:	GC-1	\$18.00	\$0.2811
	GL-1	\$175.00	\$0.1894
	GI-1	\$150.00	\$0.1894
	GI-6	\$450.00	\$0.1153

Service under this schedule is subject to the Purchased Gas Adjustment Clause beginning at rate sheet No. G 35. Current effective rates are shown on rate sheet No. G 40.

**GAS - TRANSPORTATION SERVICE**

MINIMUM BILL

The minimum bill shall include the transportation administration charge plus the applicable customer charge.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's service regulations.

CURTAILMENT/INTERRUPTION OF SERVICE

The Company will attempt to deliver the customer-owned gas on a day-to-day basis in accordance with the customer's requirements and subject to maximum allowable delivery restrictions; however, the Company reserves the right to curtail or suspend service on any day, when, in its sole discretion, the Company determines that any of the following conditions exist and all interruptible sales customers have been interrupted:

- 1) Operating conditions are such that interruption is necessary.
- 2) The natural gas distribution system capacity is not sufficient to meet the requirements of existing firm delivery customers regardless of the ownership of the gas.
- 3) The producer or transmission supplier curtails or interrupts the supply of customer-owned natural gas to the Company's city gate station.
- 4) A constraint day, as defined on rate sheet G 46 of the Company's rules and regulations, is declared and the transportation customer is required to stay within nominated volumes.

If in the event of a disruption on the Company's system it is determined that the Company has delivered gas transported under this tariff to the Company's system customers, compensation to the transporting customer shall be made in accordance with the balancing agreement between the customer and the Company.

CONVERSION FROM SYSTEM SALES SERVICE TO TRANSPORTATION

Any customer who wishes to convert from the Company's system sales service and be served under this schedule shall provide a minimum of twelve months written notice prior to November 1 of the year preceding the year in which the conversion is to become effective. In lieu of the waiting period, the Company may condition conversion on the payment of an exit fee as described below.

**GAS - TRANSPORTATION SERVICE**

A current Company sales service customer transferring to transportation service may be required to pay an exit fee. The purpose of the exit fee is to recover the costs of the next 12-month period that will not be recovered as a result of the customer's transfer from sales service to transportation service. The exit fee shall include all costs incurred by the Company to provide service to the customer as a sales service customer. These costs include, but are not limited to, the following:

- 1) any take-or-pay or similar charges incurred by the Company under its supply contracts that result from the customer's decision to transport and to purchase supplies from an entity other than the Company for the next twelve months,
- 2) any charges, including, but not limited to, reservation charges, commodity charges, minimum bills, penalties, balancing charges, transition costs, and take-or-pay costs, incurred by the Company under its capacity, storage, peaking, and other contracts that result from the customer's decision to transport and to purchase supplies from an entity other than the Company; and
- 3) any other charges that are incurred as a result of the customer's decision to transport and to purchase supplies from an entity other than the Company.

A system sales service customer that has decided to convert to transportation service and purchase capacity from an entity other than the Company must pay the total exit fee as described above. A system sales service customer that agrees to accept an assignment of a pro rata portion of the Company's firm upstream pipeline capacity and other services contracted for on behalf of the customer and also agrees to pay all charges and rates of whatever kind associated with those services shall have the exit fee reduced by such an amount.

The Company shall determine the total amount of the above costs and bill the transporter for either the total amount or for the amount reduced for costs associated with any capacity assignment. Transporter must pay this preliminary bill in full prior to the commencement of service under this tariff.

**GAS - TRANSPORTATION SERVICE**

CONVERSION TO SYSTEM SALES SERVICE

Any customer served under this schedule that plans to transfer to the Company's system sales service shall provide a minimum of 12 months' notice prior to November 1 of the year preceding the year in which the conversion is to become effective. The Company may waive this notice requirement at the Company's sole discretion and if there will be no undue detriment to the Company's existing sales service customers.

In the event that the Company receives a notice stating that a marketer will no longer be providing gas supply service to a particular gas customer or group of customers, the Company will meet with the marketer's customer(s) to offer replacement service as it deems appropriate. The form of such notice must be in writing and must be delivered to the Company during normal business hours via USPS, fax or hand delivered to the Company's office and clearly marked for the attention of the General Manager. The Company will effectuate the marketer's request no later than 9:00 a.m. on the fifth regular business day following receipt of the notice.

BALANCING SERVICE

Balancing Administrative Rates

The following charges will apply to each individual customer any month the customer is classified as receiving service under this rate schedule. The administrative charge recovers the incremental cost of administering third-party natural gas supply deliveries.

Administrative Charge:     \$2.00 per day per meter

In addition to the balancing administration rates above, balancing service charges and commodity cash-out charges/credits, as described below, will apply to the pooling agents of third party balancing pools and to individual customers in the Company administered balancing pool.

Balancing Service in the Company Administered Pool

Customers who do not form or join third party pools to aggregate imbalances will be included in a separate and combined pool administered by Company. Customers in this pool will be subject to the Company administered pool agreement that must be signed by each customer in the pool. The Company administered pool imbalance will be calculated separately from all third party pool imbalances.

**GAS - TRANSPORTATION SERVICE**

Balancing Service in the Company Administered Pool (cont'd)

Customers in the Company administered pool will receive the Company's balancing service under this rate schedule. For each customer in this pool, an imbalance volume will be determined daily. The imbalance volume is the absolute difference between the customer's confirmed natural gas nomination and actual usage. For the purpose of calculating a customer's imbalance volume, an individual customer will be allowed to pool the usage and nominations of multiple meters at a single location. Each customer's imbalance volume will be adjusted by a pooling factor, which will include the imbalance volume diversity of the Company administered pool. The pooling factor is the ratio of the customers' aggregated imbalance volumes to the total pool imbalance volume. Based on the adjusted imbalance volume, each customer in the Company administered pool will incur a balancing service charge and, for monthly imbalance volumes, an overtake charge or undertake credit, as described in the cash-out mechanism section of this rate schedule.

Each customer's daily consumption will be as reported by the Company's telemetering equipment. On days when the telemetered use data is not available, the Company will estimate the customer's daily consumption during the period the telemetered use data is not available. The estimated and actual hourly usage will then be added to obtain daily consumption.

The Company will make available, at a customer's request; a report showing the customer's daily nomination and actual daily usage based on telemetered data and Company adjustment factors.

Customers can form third party pools to aggregate pool member imbalances. Pooled customers' daily imbalances will be aggregated for the purpose of minimizing total customers' imbalances. All customers that do not participate in a third-party pool will instead be included in the Company administered pool described above. Each third party pool's imbalances will be calculated separately from other third party pool imbalances and the Company administered pool imbalances. Customers that have formed a pool shall be subject to a third party pooling agreement that must be signed by the party responsible for both financial payments and the balancing of the pool (the designated pooling agent), and the transportation customers in the pool. The Company must then approve the agreement. Customers may join a given third party pool effective at the beginning of the first gas day of the month or leave a third party pool at the end of the last gas day of the month.

**GAS - TRANSPORTATION SERVICE**

Balancing Service in the Company Administered Pool (cont'd)

Pooling agents must nominate with the Company, on a properly executed third party natural gas supply nomination form as specified in the special terms and provisions herein, the gas that will be delivered on a daily basis for the pool. For a third party pool, the daily nomination must be at the pipeline contract level. Each day, the Company will calculate the pool's daily imbalance volume.

The imbalance volume for the pool is the absolute difference between the pool's confirmed natural gas nomination not covered by an alternative balancing service and actual aggregated usage less any usage covered by an alternate balancing service. Usage will be adjusted as necessary to be on a comparable basis with nomination volumes before an over-nomination or under-nomination is calculated.

The party responsible for administration of a pool under this rate schedule (the pooling agent) will be billed the balancing service charges for the pool and will be subject to the commodity cash-out. The Company will bill the pooling agent monthly. If a pooling agent becomes in arrears with the Company, the Company will notify individual pool members. Should the pooling agent remain in arrears for a period exceeding thirty days, the Company may bill the individual customers in the pool for any outstanding balancing service costs and/or commodity cash-out that was billed to the pooling agent. When this occurs, the customers in that pool will be moved to the Company administered pool and remain there until they form or join another third party pool.

The third party pool's consumption will be reported as calculated from the aggregated volumes recorded by Company's telemetering equipment installed at each pool customer's location. On days when the telemetering equipment fails to operate properly, the Company will estimate the affected customer's daily consumption during the period the telemetering equipment was not operating properly. The estimated usage will then be added to the actual hourly usage to obtain the daily consumption of the individual customer. This will be added to the usage data of the other customers in the third party pool to obtain the pool's daily consumption. The Company will make available, at the pooling agent's request, a report showing the pool's daily nomination and daily usage based on telemetered data and Company adjustment factors.

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**EFFECTIVE FOR SERVICE ON AND AFTER:**  
August 14, 2017  
Letter: SJP 08/09/17

**GAS - TRANSPORTATION SERVICE**

Balancing Service Charges

The Company will apply the following balancing service charges to adjusted daily imbalance volumes of customers in the Company administered pool and to the imbalance volumes of the respective third party pools that are not covered by an alternative balancing service. The rates are set out in three tiers to minimize the cost impact of third party natural gas supply imbalances on the rates to system sales service customers. The rates are based on the rates of Northern Natural Gas Company and will be adjusted whenever Northern Natural Gas Company changes its rates. These tier rates do not recover the commodity cost of gas associated with the imbalances. The commodity cost of gas is cashed out according to the cash-out mechanism.

Daily Scheduling Variance – Non-Constraint Day:

A net daily variance for each gas day will be determined by comparing customer actual gas use with the amount of gas nominated. The daily imbalance percentage will be calculated by dividing the daily variance by the amount of gas nominated.

Negative Daily Variance Charges:

If the amount of gas used by a customer is less than the nominated amount for any day that is not a constraint day; customer shall be charged an amount equal to the following:

Daily Imbalance Percentages:	Daily Variance Charge:
First 5%	\$.0000 / therm
Next 10%	\$.0072 / therm
All remaining daily variance	\$.0400 / therm

**GAS - TRANSPORTATION SERVICE**

Daily Scheduling Variance – Non-Constraint Day: (cont'd)

Positive Daily Variance Charges:

If the amount of gas used by a customer is more than the nominated amount for any day that is not a constraint day; customer shall be charged an amount equal to the following:

Daily Imbalance Percentages:	Daily Variance Charge:
First 5%	\$.0000 / therm
Next 10%	\$.0072 / therm
All remaining daily variance	\$.1000 / therm

Any over-run or under-run charges or penalties assessed by pipelines will be prorated among those customers in the Company administered pool and/or third party pools that contributed to the cause of the penalties. The daily balancing revenues received from balancing charges will be netted against these pipeline charges or penalties on each month's balancing service bill for affected customers or third party pools.

Daily Scheduling Variance – High-Flow Constraint Condition:

A high-flow constraint condition is one in which the Company expects natural gas demand in an area or areas of its service territory to exceed the available delivered supply of gas. The condition can result from, but shall not be limited to, economic factors, extremely cold weather, pipeline regulator or compressor failure, main breaks, and other emergency situations.

When the Company determines that a high-flow constraint condition exists, the Company shall declare a high-flow constraint period in the affected area(s). During this period, the Company will require customers using third party natural gas supplies to use no more than their daily confirmed pipeline deliveries and, to the extent necessary, interrupt interruptible customers to avoid incurring pipeline penalties, assure adequate supplies are available for firm sales service needs, and to preserve system integrity. Separate nominations will be required for deliveries to individual constrained areas, and these areas may be balanced separately and individually as is deemed necessary by the Company. Company personnel will give pooling agents and/or customers as much advance notice of a high-flow constraint condition as possible. Notice of a high-flow constraint condition may also be given after the start of a gas day.

**GAS - TRANSPORTATION SERVICE**

Daily Scheduling Variance – High-Flow Constraint Condition (cont’d)

Imbalance volumes for over-nominations (undertakes) will be subject to the non-constraint day negative daily variance charges. To the extent that the Company requests customers or pooling agents to curtail usage, or requires customers on interruptible distribution service schedules to interrupt usage, during a high-flow constraint day, the Company may waive the non-constraint day negative daily variance charges.

Imbalance volumes for under-nominations (overtakes) will be subject to an unauthorized use charge. The net daily variances above 5% of the customer nomination shall be considered unauthorized use. Availability of this charge does not preclude Company from physically controlling customer’s gas supply upon customer’s failure to curtail to confirmed pipeline delivery volume. The additional charge for unauthorized use shall be assessed as follows:

- 1) During a curtailment or interruption when interstate pipeline capacity is not limited, the additional charge shall be the greater of incremental cost to the Company that results from a failure to curtail or interrupt, or \$2.50 per therm for gas used in excess of the maximum quantity level requested by the Company.
- 2) During a curtailment or interruption due to capacity limitations on interstate pipelines, the additional charge shall be the greater of incremental cost to the Company that results from a failure to curtail or interrupt, or \$10.00 per therm for gas used in excess of the maximum quantity level requested by the Company.

Incremental cost, as referenced above, shall include any interstate pipeline penalties incurred as a result of customers’ failure to curtail or interrupt, as well as the total cost of incremental interstate pipeline capacity and/or gas commodity purchased to serve customers’ load on the day(s) of curtailment or interruption. To the extent that gas commodity charges are assessed through this provision, the volume assessed charges in this mechanism will not be subject to cash out in the cash-out mechanism.

Daily Scheduling Variance – Low-Flow Constraint Condition:

A low-flow constraint day is in effect when the Company anticipates that it may be subject to pipeline or supplier penalties if natural gas supplies delivered to the Company exceed demand. On such a day, the Company will require customers using third party natural gas supplies to use no less than their daily-confirmed nominations to avoid incurring pipeline penalties. Company personnel will give pooling agents and/or customers as much advance notice of a low-flow constraint day as possible. Notice of a low-flow constraint day may also be given after the start of a gas day.

**GAS - TRANSPORTATION SERVICE**

Daily Scheduling Variance – Low-Flow Constraint Condition (cont'd)

Imbalance volumes for under-nominations will be subject to the non-constraint day positive daily variance charges.

Imbalance volumes for over-nominations (undertakes) will be subject to an imbalance volume penalty. The net daily variance below 5% of the customer nomination shall be assessed. The additional charge shall be the greater of incremental cost to the Company that results from a pipeline penalty caused by the customers receiving third-party natural gas supply, or \$.50 per therm for the net daily variances below 5% of the customer nomination. The over-run or under-run charges or penalties assessed by pipelines will be prorated among those customers in the Company administered pool and/or third party pools that contributed to the cause of the penalties.

Selective Constraint – Over-delivery:

A selective constraint can be called for an individual customer or pool before or during a gas day if

- 1) The delivered natural gas price at Demarcation is less than 90 percent of the current month's weighted average delivered cost of gas, including gas in storage, and the Company believes a customer or third party pool is either:
  - a) Over-delivering by more than 4,000 therms, or
  - b) Over-delivering by at least 1,000 therms and the percentage over-delivery is expected to be greater than 10 percent of the expected usage; or
- 2) The over-delivery percentage is expected to be greater than 20 percent; or
- 3) The over-delivery is expected to be greater than 5,000 therms.

When the Company notifies a customer or pooling agent that they are subject to a selective constraint, the daily usage of the affected customer or balancing pool will be monitored. If it is determined that the preceding over-delivery limits are exceeded, then the customer or pooling agent will be assessed low-flow constraint day charges on the over-nominations. If it is determined that a customer or third party pool subject to a selective constraint did not exceed the preceding limits, then any imbalance volumes will be subject to the balancing charges in effect on the Company's system.

**GAS - TRANSPORTATION SERVICE**

Selective Constraint – Under-delivery:

A selective constraint can be called for an individual customer or pool before or during a gas day if:

- 1) The delivered natural gas price at Demarcation is at least 110 percent of the current month's weighted average delivered cost of gas, including gas in storage, and the Company believes a customer or third party pool is either:
  - a) Under-delivering by more than 4,000 therms, or
  - b) Under-delivering by at least 1,000 therms and the percentage under-delivery is expected to be greater than 10 percent of the expected usage; or
- 2) The under-delivery percentage is expected to be greater than 20 percent; or
- 3) The under-delivery is expected to be greater than 5,000 therms.

When the Company notifies a customer or pooling agent that they are subject to a selective constraint, the daily usage of the affected customer or balancing pool will be monitored. If it is determined that the preceding under-delivery limits are exceeded, then the customer or pooling agent will be assessed high-flow constraint day charges on the under-nominations. If it is determined that a customer or third party pool subject to a selective constraint did not exceed the preceding limits, then any imbalance volumes will be subject to the balancing charges in effect on the Company's system.

CASH-OUT MECHANISM

When the actual usage of customers in the Company administered pool and/or the usage of a third party pool is more than has been nominated, the Company's purchased natural gas supply is being utilized, and the customers in the Company administered pool and/or the third party pool(s) will be assessed the overtake charges listed below. When the opposite occurs and excess natural gas is left on the Company's system, the customers in the Company administered pool and/or the third party pool(s) will receive the appropriate undertake credit on their balancing service bills as described below. Commodity cash-out charges and/or credits will be included on the balancing service bill that is sent to the respective pooling agent as long as the pooling agent continues to pay its bills in a timely manner. If the pooling agent of a given third party pool does not pay the Company for a period exceeding 30 days, the Company may bill the customer(s) that are members of the respective third party pool based on their individual usage.

**GAS - TRANSPORTATION SERVICE**

OVERTAKE CHARGE

The overtake charge will be equal to the aggregated monthly imbalance volume within each overtake variance percentage bracket multiplied by the applicable percentage of the cash-out Price. The overtake variance percentage is calculated by dividing the monthly imbalance volumes by the Company administered pool customer's or third party pool's monthly nominations. The respective Company administered pool customer or third party pooling agent will pay the indicated percentage(s) of the cash-out price for the quantities of imbalance volume that fall within each respective bracket. Cash-out charges will be billed monthly.

Overtake Variance Percentage	Percentage of Cash-Out Price Paid by Customer to Company
> 0% and up to 5%	100%
> 5% and up to 15%	115%
> 15% and up to 25%	130%
> 25%	150%

For purposes of this provision, the overtake cash-out price is the higher of:

- 1) The highest average weekly price. The average weekly price shall be the average of the small package range of the Gas Daily, weekly weighted average prices (of the weeks that end during the billing month), reported for Northern-Demarc plus Northern Natural Gas Company's applicable Interruptible transportation costs and surcharges and equivalent fuel costs from the receipt point to the delivery point; or
- 2) The weighted average delivered cost of gas filed in the Company's PGA.

**GAS - TRANSPORTATION SERVICE**

UNDERTAKE CREDIT

The undertake credit will be equal to the monthly aggregated imbalance volume within each undertake variance percentage bracket multiplied by the applicable percentage of the cash-out price. The undertake variance percentage is calculated by dividing the monthly imbalance volume by the Company administered pool customer's or third party pool's monthly nominations. The Company will credit the respective Company administered pool customer or third party pooling agent the indicated percentage(s) of the cash-out price for the quantities of imbalance volume that fall within each respective bracket. The Company will then own this natural gas.

Undertake Variance Percentage	Percentage of Cash-Out Price (1) Credited to Customer by Company
> 0% and up to 5%	100%
> 5% and up to 15%	85%
> 15% and up to 25%	70%
> 25%	50%

For purposes of this rate schedule, the cash-out credit is the lower of:

- 1) The lowest average weekly price. The average weekly price shall be the average of the small package range of the Gas Daily, weekly weighted average prices (of the weeks that end during the billing month), reported for Northern-Demarc plus Northern Natural Gas Company's applicable interruptible transportation costs and surcharges and equivalent fuel costs from the receipt point to the delivery point; or
- 2) The weighted average delivered cost of gas in the Company's monthly PGA.

**GAS - TRANSPORTATION SERVICE**

TERM

The customer must take service for a minimum 12-month period under this rate schedule. This service will automatically be extended for additional 12-month periods unless otherwise terminated. Service under this rate schedule shall be terminated as follows:

- 1) The Company has received written notice of termination of service under this rate schedule to be effective at the end of the 12-month period at least 30 days prior to the end of the 12-month period.
- 2) The Company has determined that the customer fails to qualify for service under this rate schedule. In this event, the termination will be effective the first day of the month immediately following such determination.

SPECIAL TERMS AND PROVISIONS

- 1) The Company reserves the right, subject to regulatory requirements, to change the terms and conditions of this rate schedule resulting from changes made by any of the transporting interstate pipelines in their terms and conditions for transportation service.
- 2) The Company shall provide balancing on the Company administered pool customer's or third party pool's behalf only upon receipt from the respective Company administered pool customer or third party pooling agent, of a properly completed and executed third party natural gas supply nomination form; the form of which shall be specified by the Company.

Each third party natural gas supply nomination form is subject to acceptance by the Company prior to becoming effective. The daily nomination must be submitted to the Company at least two hours in advance of the nomination notice period applicable on the transporting pipeline. If a nomination for a gas day is not received by the appropriate deadline, a \$10.00 charge per account may be assessed for each day the nomination is late provided the customer or pooling agent has not made other arrangements with the Company. In addition, the Company may, at the Company's sole discretion, not confirm any nomination on the pipeline if the Company does not receive the nomination by the appropriate deadline.

**GAS - TRANSPORTATION SERVICE**

SPECIAL TERMS AND PROVISIONS (cont'd)

The customer or pooling agent must submit a revised nomination to the Company any time the amount of gas to be delivered by the pipeline(s) or any other information contained on the most recently submitted third party natural gas supply nomination form changes, regardless of whether the changes were initiated by the customer (or pooling agent) or the pipeline. The nominations given to the Company must match the nominations given to the pipeline transporter. Customer nominations shall be adjusted for natural gas supplies not confirmed and delivered by the pipeline.

- 3) Each customer in the Company administered pool and the pooling agent of each third party pool must deliver gas supplies under separate and distinct pipeline transportation agreements.
- 4) If an upstream transporter notifies a Company administered pool customer or third party pool that deliveries to the Company's distribution system on behalf of the respective Company administered pool customer or third party pool are interrupted, the respective customer or pooling agent shall promptly advise the Company of such notification.
- 5) The Company shall require the installation and operation of equipment and other facilities to remotely read the customer's meter. Installation and operation shall include access to electric power, telephone lines or data transmission lines and customer property or other customer equipment when it is necessary to make the remote meter reading operational. The customer agrees to allow the Company to install and operate such equipment and the customer further agrees to pay the one-time equipment and installation charge for such equipment. The Company will continue to own and maintain this equipment. In addition, costs, if any, of providing electric power, telephone, or data transmission line service, shall be paid by the customer.
- 6) If special equipment, such as motor-operated valves, metering bypass, and remote control is required to monitor gas service, the Company at the customer's expense shall install such special equipment. The ownership, installation, operation, and maintenance of all such equipment shall be under the exclusive control of the Company.
- 7) Service under this rate schedule shall be metered separately from any other gas service. Measurement of gas delivered will be through the Company's meter at the customer's facilities and billing will be based on measurements adjusted to Company standard conditions.
- 8) Charges for any portion of a negative daily variance charge caused by failure of Company to deliver customer-owned supplies to customer due to capacity constraints on Company's distribution system will be waived.

**GAS - TRANSPORTATION SERVICE**

SPECIAL TERMS AND PROVISIONS (cont'd)

- 9) Gas delivered by the Company under this rate schedule may be commingled with other natural gas, vaporized liquefied natural gas, and propane-air vapor that are delivered by the Company. Accordingly, the gas of the customer shall be subject to such changes in heat content as may result from such commingling, and the Company shall be under no obligation to redeliver for the customer's account gas of a heat content identical to that caused to be delivered by the customer to the Company.
- 10) The rates and character of service under this rate schedule are subject to review and change by the Public Service Commission of Wisconsin.
- 11) The Company reserves the right to require any customer on this rate schedule to stay within its daily nomination for any period the Company requests. The Company has the option of requesting a compliance test one time each year between November 1 and March 31 unless the customer was unable to stay within 5 percent of its nomination for the required full test period, at which time the Company will have the right to retest within the year or move the customer to an appropriate firm gas sales service rate schedule, provided that the Company has the capacity to serve the customer under the firm gas sales service rate schedule.
- 12) When interruption of service is necessary, the Company will notify the pooling agent or customer if the customer is in the Company administered pool.
- 13) This service is subject to the conditions of delivery set forth herein and to the Company's rules and regulations for gas service.
- 14) The Company shall not be required to extend or reinforce its established distribution system for the purpose of furnishing service under this schedule, unless, in the Company's sole judgment, the cost to the Company of making such installation is justified by the character and permanence of the applicant's load.

**GAS - CONTRACT SERVICE RIDER**

APPLICATION

Service under this schedule is available to any individual customer:

- 1) Whose average monthly requirements are not less than 200,000 therms of gas in a twelve-month period,
- 2) Who have substitute fuel services available that can be economically accomplished,

(Evidence showing the actual ability to obtain substitute fuel service with an economic evaluation of the substitute fuel service will be submitted through the Company to the PSCW.)

- 3) Who has negotiated a unique distribution charge with the Company that will be filed with the PSCW, The negotiated rate will be compensatory and have a minimum level that will recover the appropriate contract term incremental costs. The negotiated rate will have a ceiling no higher than the embedded costs.

Contract term incremental costs will be defined as the extra, or additional, costs of serving the additional volumes of gas reflecting the duration of the proposed term of the contract including incremental costs of:

- a) Metering site investment revenue requirements (capital and O&M)
  - b) Meter Reading and bill issuance expense
  - c) Customer Service personnel costs
  - d) Odorization
  - e) Safety-related costs (valve inspection, leak detection, etc.)
- 4) Who is willing to abide by all terms of the Company's appropriate gas transportation service tariff except where modified by this tariff or by contract.

**GAS - CONTRACT SERVICE RIDER**

MONTHLY RATE

Customer Charge

\$1,000.00 per month.

Per therm Rate

All therms - Rate per individual contract.

MONTHLY MINIMUM CHARGE

The monthly minimum charge is the customer charge.

SPECIAL RULES

- 1) Service under this schedule requires a written contract between the Company and the customer.
- 2) The contract period shall be as negotiated and contracted for between the Company and the customer.

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EFFECTIVE FOR SERVICE ON AND AFTER:

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**GAS - AGENCY SERVICE**

APPLICATION

This service is offered for Superior Water, Light and Power Company customers who elect to have the Company make arrangements to acquire natural gas supplies in customer's name and have those customer-owned natural gas supplies delivered to the Company's distribution system for the Company to transport to the customer under the transportation service schedule (TSP).

SERVICE AVAILABILITY

This service is available to all SWL&P customers who execute a written contract for service under this service schedule and complies with all the conditions included in all the customer's contracts and all of the conditions included in this service schedule and in the appropriate transportation service schedule. Service under this rate schedule will provide for a fixed rate over the life of the contract and will be subject to a take or pay provision as stated in the contract.

RATE (Monthly)

For this service, each customer shall be charged a monthly agency charge plus the agency rate applicable for any gas used under this service schedule.

- 1) Monthly Agency Charge: A \$150.00 agency charge will be charged each month for any customer for whom the Company acquired gas supplies under this service schedule and had such supplies delivered to the Company's distribution system.
- 2) Agency Rate: The rate as provided for in the agency contract. When this service is provided to more than one customer under the same terms, an average agency pool rate will be charged.
- 4) Transportation Charge: Monthly transportation charges as defined in rate schedule TSP, Rate Sheet Numbers G 15 through G 30, shall also be applicable to this rate.

ASSIGNMENT OF GAS

Superior Water, Light and Power Company, with normally not less than two hours' notice to the customer, may interrupt or curtail deliveries under this service schedule whenever according to current Company practices and in the Company's judgement the gas supplied are needed for higher priority class customers in cases of shortages on peak days or due to operating emergencies.

VOLUME DETERMINATION

For monthly billing purposes, the Company will rely on an actual meter read taken by a Company representative of through its telemetering equipment. In the event the meter read date falls upon a weekend or Company holiday, the equipment to determine a customer's gas usage.

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**GAS - AGENCY SERVICE**

UNAUTHORIZED USAGE CHARGES

If a customer fails to curtail/interrupt its use of natural gas when requested to do so by company, the customer shall pay a penalty charge equal to the tariffed pipeline penalty rate or \$2.00 per therm, whichever is greater. This penalty is in addition to all other charges incurred under this schedule. The Company also reserves the right to disconnect customer if customer fails to curtail/interrupt its use of natural gas when ordered to do so by the Company.

CHARACTER OF SERVICE

The character of service provisions are set forth in the customer's applicable class schedule, including the Company's rules and regulations. Those provisions are applicable under this service schedule.

PROMPT PAYMENT OF BILLS

See section XIV – "Charges and Billings" of the Company's Service Regulations.

MINIMUM CHARGE

The monthly minimum charge would be the sum of any charges under the customer's class schedule under which the customer is receiving the service.

SPECIAL TERMS AND PROVISIONS

- 1) Customers will not be eligible for service under this service schedule in any month in which gas is delivered under their normal service schedule.
- 2) Customers using this service will not be eligible for refunds received by the Company resulting from FERC-approved pipeline rate changes.

**GAS - ALL CLASSES**

**PURCHASED GAS ADJUSTMENT AND FERC RELATED REFUND PROVISION**

PURCHASED GAS ADJUSTMENT

Superior Water, Light and Power Company (Company) shall calculate a purchased gas adjustment (PGA) each month to reflect changes to the base average gas costs. The PGA shall also include reconciliation between the actual cost of gas supply and the amount recovered from customers from the rates in the PGA Rider Schedule. The PGA may include refunds received by the Company from its wholesale suppliers in accordance with the FERC Related Refund Provision of this PGA Schedule.

The Company shall file with the Public Service Commission of Wisconsin (Commission) by the fifth working day of each month the proposed rate changes under the operation of this PGA schedule. Filings shall include the rate sheets, Commission's standardized PGA report, source data and supporting calculations. All rate adjustments shall be taken to the nearest 0.01 cent per therm. The new rates shall be effective as of the first day of the month and upon Commission review may be subject to change and, if necessary, refund.

The Company shall file with the Commission significant deviations from the Company's most recent approved Gas Supply Plan. Any significant change in sales data should be reflected in future PGA filings. Any changes in reservation of firm capacity, storage, firm supply and any other reliability-related change, such as capacity release without recall, must be filed for Commission approval at least 21 days prior to the effective date of the change.

For purposes of the operation of this schedule, the PGA year shall be the period November 1 through October 31, and the winter season shall be the period October 1 through April 30. Both periods are consistent with the planning periods from the Company's Gas Supply Plan.

**GAS - ALL CLASSES**

BASE AVERAGE GAS COST

The rates for the base average gas costs as determined in docket 5820-UR-115 are as follows:

	Firm	Interruptible
Peak Day Demand Costs (D1)	\$0.0861	
Annual Demand Costs (D2)	\$0.0488	\$0.0488
Commodity Costs	\$0.5550	\$0.5550
Total Base Average Cost Per therm	\$0.6899	\$0.6038

NEW AVERAGE GAS COSTS

When the Company's gas costs related to natural gas supply or sales data changes from the estimates reflected in the base average gas costs, new rates for average gas costs shall be calculated. The source of gas supply, sales data, and the purchased gas to sales ratio shall be from the Company's most recent approved Gas Supply Plan.

The Company's PGA year gas costs associated with peak day demand shall include costs for firm capacity reserved under 1) TF5 and TFX pipeline services for the period October through April and 2) TF12 Base and Variable pipeline services for the period November through March, and 3) FDD storage services as it relates to deliverability. The cost of the TF12 Base and Variable services shall be allocated to peak day demand costs by pricing it at the difference between the winter and summer seasonal reservation rates. The peak day demand costs shall exclude GRI demand fees and any other demand surcharges applicable to each service. Peak day demand costs shall be reduced by any capacity release and opportunity sales credits related to peak day demand costs as forecasted in the Company's approved Gas Supply Plan.

**GAS - ALL CLASSES**

NEW AVERAGE GAS COSTS (cont'd)

The new rate for average peak day demand costs for the PGA year shall be calculated by dividing the Company's total peak day demand costs by the total estimated therms of firm gas sales from October 1 through April 30. The peak day demand costs shall be collected from firm sales customers on a seasonal basis for sales during the October through April period.

The Company's PGA year gas costs associated with annual demand shall include costs for 1) firm pipeline capacity reserved under SMS and TF12 Base and Variable services not included in peak day demand costs and 2) firm storage capacity reserved under FDD and FSS service. The cost of the TF12 services shall be allocated to annual demand costs by pricing it at the summer seasonal reservation rates for each month of the year. The annual demand costs shall also include GRI demand fees and any other demand surcharges applicable to the Company's firm pipeline capacity reserved. Annual demand costs shall be reduced by any capacity release and opportunity sales credits related to annual demand costs as forecasted in the Company's approved Gas Supply Plan. The new rate for average annual demand costs shall be calculated by dividing the Company's total annual demand costs by the total estimated therms of commodity gas sales for the PGA year.

The Company's PGA year gas costs associated with commodity shall include items that are recovered on a dollar-for-dollar basis, such as Carlton Resolution costs, any pipeline volumetric charges and surcharges applicable to commodity transported by the pipelines, overrun costs, fuel costs, the loss or gain on imbalances and storage injection and withdrawal fees. The new rate for average commodity costs shall be calculated by dividing the Company's estimated commodity gas costs by the therms of commodity gas sales for the current month.

MONTHLY GAS COST RECONCILIATION

In addition to the new estimate of average gas costs, the PGA may include an adjustment to reconcile the difference between the revenues collected from customers during the PGA year with the actual cost of gas supply incurred.

The reconciliation adjustment will be calculated monthly by customer service category and shown separately in the PGA Rider Schedule.

For the peak day demand gas costs, the reconciliation adjustment will be calculated based on the total month-end over or under collection for the PGA year divided by the estimated firm sales volume for the remainder of the winter season period, October through April.

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**GAS - ALL CLASSES**

MONTHLY GAS COST RECONCILIATION(cont'd)

For the annual demand gas costs, the reconciliation adjustment will be calculated based on the total month-end over or under collection for the PGA year divided by the estimated commodity sales volume for the remainder of the PGA year.

For the commodity gas cost component, the reconciliation adjustment will be calculated based on total month-end over or under collection for the PGA year divided by the estimated commodity sales for the next three months.

Any over or under collection of gas costs remaining at the end of each PGA year or winter season will become a beginning balance brought forward to the subsequent PGA year.

FERC RELATED REFUND PROVISION

Natural gas cost-related refunds received by the Company from its wholesale suppliers resulting from actions taken by the Federal Energy Regulatory Commission (wholesale refunds) shall be refunded to customers by means of the PGA schedule. All wholesale refunds received by the Company will be placed in a balance sheet account for these refunds. The Company shall manage the refund account balance to return outstanding balances to customers as soon as practicable, while allowing for considerations such as those listed below.

The Company shall devise a crediting plan for prospectively returning the account balance to its customers. An outstanding refund account balance sufficient to decrease the gas rate paid by the average residential customer by \$0.0010 per therm shall be considered material for these purposes. This does not prohibit the Company from making refunds that would have an effect of less than \$0.0010 per therm.

The Company shall inform the Commission of the crediting plan no later than the date the Company files the monthly PGA filing for the first month during which related credits are made. The crediting plan shall state the amount of the refund, the current refund account balance, and the proposed distribution of the refund balance to appropriate service categories. In accordance with the crediting plan, each PGA filing shall include a summary of the refund account balance by service category showing the amount refunded through the PGA to date and the anticipated future refunds based on sales data from the Company's approved Gas Supply Plan.

**GAS - ALL CLASSES**

FERC RELATED REFUND PROVISION (cont'd)

The following factors shall be considered in the crediting plan in determining how refund credits shall be distributed to the company's service categories:

- 1) Wholesale refunds shall be distributed to services eligible to receive refunds on the same basis by which related costs were collected.
- 2) To the extent practicable, refund distributions for pipeline services provided shall recognize the payment patterns authorized for those services provided over a recent 12-month period.
- 3) When executing multiple month refund plans, the Company shall develop an amortization schedule, which appropriately distributes the refund credits on the same basis by which related costs were collected.

The following factors shall be considered in determining how refund credits shall be distributed to individual customers:

- 1) Prospective multiple month refund credits shall be based on an amortization schedule and a resulting pattern of monthly refund credits, which appropriately distributes the credit by the type of service and not by individual customer. Therefore, if the customer changes to another type of service during the refund credit period, the customer will then prospectively receive the refund credit level applicable to the new type of service. New active customers will receive the refund credit level applicable to the customer's type of service.
- 2) The Company shall provide notice of the refund to customers by means of a billing message, identified credit, or insert.

The Company shall credit interest to the refund account at an interest rate equal to the interest rate used to calculate interest on customer deposits as defined in PSC 134.061(9)(b).

The Company may file for approval from the Commission to offset refund proceeds with escrowed or other expenses related to Federal-level regulatory matters.

Notwithstanding the tariff provisions requiring prospective crediting of wholesale refunds, the Company may file for approval from the Commission to execute refunds by means of lump-sum payments or other means if the circumstances of the wholesale refund warrant doing so.

**GAS - ALL CLASSES**

Effective rates are based on Northern Natural Gas Company's currently effective tariff rates for demand and transportation and the currently effective commodity rate of various suppliers.

<b>Gas Acquisition</b>						
	Distribution Charge	Base Rate (\$/therm)	Charge (\$/therm)	PGA	True-up Adjustment	Effective Rate
Residential Service (GR1) Customer Charge \$10.00 All therms						
	0.3779	0.6899	0.0190			1.0868
Com & Ind Service (GC1) Customer Charge \$18.00 All therms						
	0.2811	0.6899	0.0190			0.9900
Lg Vol. Com & Ind (GL1) Customer Charge \$175.00 All therms						
	0.1894	0.6899	0.0190			0.8983
Small Vol. - Inter. (GI1) Customer Charge \$150.00 All therms						
	0.1894	0.6034	0.0190			0.8118
Large Vol. - Inter. (GI6) Customer Charge \$450.00 All therms						
	0.1153	0.6034	0.0190			0.7377

<b>GAS – Natural Gas Transportation</b>
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Effective rates are based on Northern Natural Gas Company’s currently effective tariff rates for demand and transportation and the currently effective commodity rate of various suppliers.

	Charge	PGA	Adjustment	Rate
Com & Ind Service (GC1) Customer Charge \$18.00 All therms				
	0.2811			0.2811
Lg Vol. Com & Ind (GL1) Customer Charge \$175.00 All therms				
	0.1894			0.1894
Small Vol. - Inter. (GI1) Customer Charge \$150.00 All therms				
	0.1894			0.1894
Large Vol. - Inter. (GI6) Customer Charge \$450.00 All therms				
	0.1153			0.1153

**GAS - ALL CLASSES**

PRIORITY-OF-SERVICE PROGRAM

The Company may limit or deny gas service to new customers and additional service to existing customers when the Company determines that it is necessary to conserve the Company's remaining gas supplies for higher priority service or when supplies are totally depleted. Such limitation or denial shall be imposed in uniform manner in accordance with the end use to be made of the gas. The lowest priority will be restricted first. For control purposes, the following priority categories are established, of which category 5 constitutes the lowest priority use and category 1(a), the highest priority use:

<u>Priority</u>	<u>Description</u>
1)	a) Residential for any purpose other than space heating. b) Residential for any purpose.
2)	a) Commercial loads with maximum daily requirements of less than 100 therms per day for any purpose. b) Industrial loads with maximum daily requirements of less than 100 therms per day for any purpose.
3)	a) Commercial loads with maximum daily requirements of 100 therms per day or more, but less than 500 therms per day for any purpose. b) Industrial loads with maximum daily requirements of 100 therms per day or more, but less than 500 therms per day for any purpose.
4)	a) Industrial loads for process gas or feedstock with maximum daily requirements of 500 therms per day or more, but less than 2,000 therms per day. b) Commercial and Industrial loads for any purpose, except boiler fuel, with maximum daily requirements of 500 therms per day or more but less than 2,000 therms per day. c) Commercial and Industrial loads with maximum daily requirements of 500 therms per day or more, but less than 2,000 therms per day for any purpose.
5)	a) Commercial and Industrial loads for any purpose with maximum daily requirements of 2,000 therms per day or more.

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**GAS - ALL CLASSES**

SPECIAL TERMS AND CONDITIONS

- 1) Under the priority-of-service program, applications for interruptible service will be treated independently from applications for firm service that different limitations or denials of service may be imposed upon each type of customer, depending on the characteristics of the available gas supply and type of service requested.
- 2) The Company will report its gas supply situation to the Public Service Commission every six months and at any other time when there is a change in the priority categories being restricted.
- 3) The Company shall inform the Public Service Commission when changes are made in the availability of gas to various priority groups. The changes will be effective upon date of filing with the PSC. The PSC will review the matter and approve the change in availability within 60 days or, in the alternative, notice the matter for hearing and further order. The availability of natural gas in accordance with the priority-of-service program should be filed in the Company's Rules and Regulations on file with the PSC.
- 4) Natural gas service for new commercial and industrial space heating use for buildings constructed before July 1, 1978, will be provided for buildings meeting the following requirements:
  - a) The design heat loss, excluding the infiltration and ventilation, through above-grade gross walls and roofs facing heated interiors shall not exceed 13 BTU per hour per square foot for the total building envelope.
  - b) If a building exceeds the heat loss of (1) above, the building may receive gas service provided that it demonstrates additional innovative building or system designs that will reduce fuel consumption to a level equal to or less than the fuel consumption which results from complying with (1) above;
  - c) All exterior windows and doors shall be designed to limit leakage into or from the building and shall be weather-stripped;
  - d) Special use buildings such as greenhouses, inflatable structures, and the like, or any building exempt from the heating and ventilating requirements of Chapter IND 63, Wis. Adm. Code, are exempt from these requirements.

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**GAS - ALL CLASSES**

DEFINITIONS FOR GAS SERVICE

Residential: Service to customers for all residential purposes in a single-family dwelling or in individually-metered apartment units.

Commercial: Service to customers who are primarily engaged in wholesale or retail trade, agriculture, local, state or federal governments, forestry, fisheries, transportation, communications, sanitary services, finance, insurance, real estate, personal services (clubs, hotels, rooming houses, hospitals, auto repair, etc.), and any service that does not fall within one or the other classification of service.

Industrial: Service to customers who are engaged primarily in a process which creates or changes raw or unfinished materials to another form or product including in some cases the generation of electric power.

Feedstock Gas: The use of chemical properties of natural gas as a raw material in creating an end product.

Process Gas: Gas use for which alternative fuels are not technically feasible, such as in applications requiring precise temperature controls and precise flame characteristics.

Boiler Fuel: Natural gas used as a fuel for the generation of steam or electricity (this includes the utilization of gas turbines for the generation of electricity).

Maximum Daily Requirements: Estimates of maximum daily requirements will be determined by multiplying the maximum firing rate of customer's equipment by 20 hours of operation per day, unless a more accurate determination is possible.

AVAILABILITY OF GAS BY PRIORITY GROUP

Natural gas is currently available to the priority-of-service categories as follows:

<u>PRIORITY GROUP</u>		<u>STATUS</u>
1	(a)	Open
	(b)	Open
2	(a)	Open
	(b)	Open
3	(a)	Open
	(b)	Open
4	(a)	Open
	(b)	Open
	(c)	Open
5	(a)	Open

**GAS - ALL CLASSES**

NATURAL GAS CURTAILMENT PLAN

During periods when the demand for natural gas service exceeds available supplies, the public interest requires that the curtailment of natural gas service be controlled in a manner which will be equitable to all customers, will provide the greatest benefit for the greatest number of people and will be consistent with the way in which gas service is supplied to a utility by its pipeline supplier. Accordingly, each utility receiving gas supplies from Northern Natural Gas Company shall limit or deny service to its customers in a uniform manner in accordance with the priority categories set forth below. Curtailment of gas service shall be implemented in the inverse order of the categories listed below, with full or 100% assigned curtailment to be directed and achieved in each priority category before proceeding to the next category. Curtailments shall be terminated in reverse order as gas supplies permit. Within each category, interruptible customers shall be curtailed prior to the curtailment of firm customers in that category:

- | <u>Category</u> | <u>Description</u>   |
|-----------------|--|
| 1)              | <ul style="list-style-type: none"><li>a) Residential, small commercial and irrigation requirements less than 50 MMBtu on a peak day.</li><li>b) All commercial and irrigation requirements from 50 MMBtu per day through 199 MMBtu per day and all industrial requirements through 199 MMBtu per day.</li><li>c) Customer storage injection requirements.</li><li>d) Requirements greater than 199 MMBtu per day for schools, hospitals, sanitation facilities, correctional institutions, police protection, and fire protection except where the use of a fuel other than natural gas is economically practicable and that fuel is reasonably available.</li><li>e) Requirements for essential agricultural uses as certified by the USDA except where the use of a boiler fuel other than natural gas is economically practicable and that fuel is reasonably available.</li></ul> <p>If curtailment in this Category (1) is required, the order of curtailment shall be (e), (d), (c), (b) and then (a).</p> |
| 2)              | Requirements for essential process and feedstock uses and plant protection other than when production operations are shut down, except where the use of a fuel other than natural gas is economically practicable and that fuel is reasonably available.   |
| 3)              | All commercial and industrial requirements from 200 MMBtu per day through 499 MMBtu per day, not otherwise classified.   |

**GAS - ALL CLASSES**

NATURAL GAS CURTAILMENT PLAN (cont'd)

<u>Category</u>	<u>Description</u>
4)	All commercial and industrial requirements for non-boiler use 500 MMBtu per day and over, not otherwise classified; commercial requirements for boiler fuel use from 500 MMBtu per day through 1,499 MMBtu per day, not otherwise classified.
5)	Industrial requirements for boiler fuel use from 500 MMBtu per day through 1,499 MMBtu per day, not otherwise classified.
6)	Commercial and industrial requirements for boiler fuel use from 1,500 MMBtu per day through 2,999 MMBtu per day, not otherwise classified.
7)	Commercial and industrial requirements for boiler fuel use from 3,000 MMBtu per day through 10,000 MMBtu per day, not otherwise classified.
8)	Commercial and industrial requirements for boiler fuel use over 10,000 MMBtu per day, not otherwise classified.

DEFINITIONS

Curtailment: A reduction in contracted natural gas supplies from Northern Natural Gas Company. Should Northern Natural curtail its utilities below contract demand, and a utility does not have adequate supplies to service existing requirements, a utility shall curtail service to customers beginning with the lowest priority category until supplies are adequate to serve all remaining customers.

Interruption: A short-term restriction of supply to customers to enable a utility to avoid exceeding its daily entitlement and to avoid penalty charges or restricting provisions from the pipeline company. Interruptible customers will generally be interrupted to allow a utility to stay within its contract demand with the pipeline but may also occur because of emergency situations which arise on a utility's system.

Constraint Day: Any day which meets all of the following criteria:

- 1) The utility expects natural gas demand to exceed its capacity to deliver or its available supply of gas for system sales needs.
- 2) The utility anticipates the necessity to interrupt interruptible customers and/or hold transportation customers to their daily nominations to avoid incurring pipeline penalties and preserve utility system integrity.
- 3) The utility gives notice of the constraint day.

**GAS - EXTENSION RULES**

RULES FOR EXTENSION OF GAS MAINS AND SERVICES

1) DEFINITIONS

- a) Extension is defined as any additional facilities installed by the Company to make gas service available to customers not now being supplied with such service.
- b) Main is defined as a distribution line that serves as a common source of supply for one or more service lines.
- c) Service Line (Lateral) is defined as a distribution line that transports gas from a common source of supply (main) to the meter serving the customer.
- d) Metering Location is defined as a location on the customer's premises which is adequate by Company standards, for the installation of Company's metering equipment.
- e) Modification is defined as any change, regardless of nature, to existing Company equipment.
- f) Point of Delivery is defined as the outlet side of the meter servicing the customer and at which point the Company's equipment terminates.

2) GENERAL POLICY

Provided adequate gas supply is available, the Company, may, at its own expense, extend, enlarge or modify its distribution or other facilities to supply gas service when needed or as provided in Section 9, Modification of Existing Facilities.

Upon request by the customer, the Company shall extend or modify its gas distribution facilities. Any such extension or modification shall be in compliance with other provisions of these rules. In all cases, the Company reserves the right to disapprove the service applied for by the customer if such service would, in the opinion of the Company, create undue hardship upon the Company or any third party(s).

Any extension or modification made to existing distribution facilities shall be subject to possible advance payments as provided in Section 4, Main Extension Charges. If the Company is not assured as to the stability and economic feasibility of any project, the right is reserved by the Company to require the customer to execute a contract for a definite period and level of service, to pay a minimum guarantee or to otherwise protect the Company against possible loss. However, all projects of \$5,000 or more will be reviewed for economic consideration and service may be refused by the Company provided that the reasons and supporting analysis for such refusal are furnished to the customer in writing. Customers shall be informed of their right to appeal such refusal to the Public Service Commission of Wisconsin.

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**GAS EXTENSION RULES**

3) SERVICE LATERAL CHARGE

- a) Company will designate the route and location of the service lateral and associated facilities. Meters will normally be located outdoors.
- b) No charge will be made for the original installation of a meter-set, riser, service tee and service lateral not exceeding 95 feet in length, as measured from the customer's property line to the point of service on the premises.
- c) For service laterals exceeding 95 feet in length a nonrefundable charge per foot will be made for that length in excess of 95 feet. The nonrefundable charge will be equal to the current incremental costs for installing service pipe of the size required. The current incremental cost for residential installations is \$2.00 per foot. All other service lateral installations shall be determined by the Company for each individual project. Meter is included in this cost.
- d) If service lateral is dedicated to a backup generator, Customer shall pay for full cost of service installation.

4) MAIN EXTENSION CHARGES

- a. Individual Extensions to Residential, Commercial and Industrial Customers

Upon request of prospective customer for natural gas service for which a main extension is required, the Company shall investigate the costs of installing the required main extension and shall provide the customer with an estimate of the costs. Such estimate shall be determined in accordance with the following provisions:

Estimated cost for installation of the main extension shall be calculated individually and based on estimated current year installed costs.

The estimated cost of the installation shall be reduced by an allowance determined by the following formula:

$$\text{Allowance} = \frac{M \times \text{EAU}}{I}$$

Where M = Distribution margin for the applicable rate class.  
EAU = Customer's estimated annual use in therms.  
I = First year carrying charge for mains.

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**GAS EXTENSION RULES**

4) MAIN EXTENSION CHARGES (cont'd)

The current values for the above formula which will be updated with each rate case are as follows:

Residential customers:

Allowance = \$2,388

Where M = \$0.3779

EAU = 905 therms

I = 14.32%

The allowance for Commercial and Industrial customers will be calculated on an individual basis.

Prior to the extension being made a customer shall deposit with the Company an amount equal to the estimated cost of the required main extension less the customer allowance as determined above. Such deposit shall be refundable in accordance with Section 5 of these Rules and Regulations.

When a larger than normal size main is installed to insure adequate service to an area, the customer's deposit will be based on the size main required for their load, but not less than 2 inch nominal size.

Main extensions will be subject to the availability of gas supply as set forth in the Company's Priority of Service Program, sheet no. G 42, and in accordance with the general provisions contained in Section 2.

b) Extensions to more than one customer

The Company may consider requests for gas service requiring main extensions which are received concurrently from a number of prospective customers as a series of individual requests or as one joint request. If considered individually, any required deposit will be determined for each customer in accordance with Section 4a and based on the allowance and main required by that customer. If considered as a joint request, any required deposit will be determined by comparing the total extension cost to the combined allowances of the customers and prorated among the customers. However, if in the Company's sole judgement such apportionment would be discriminatory, the Company will consider customer class, usage, location and other factors in allocating the required deposit among the customers. The method to be used will be determined by the Company and applied in a manner to minimize confusion over deposit and/or refund policies.

**GAS EXTENSION RULES**

4) MAIN EXTENSION CHARGES (cont'd)

c) Extensions to developments

Upon request of a developer for gas service to a development for which a main extension is required, the Company will make such installation subject to the availability of gas supply and in accordance with the general provisions of Section 2 and the following:

- I. The developer will furnish a recorded plat and civil site plan showing all existing and proposed utilities, easements and right of ways showing the location and nature of the area for which gas service is requested. The characteristics, nature and amount of initial gas load to be served shall be indicated.
- II. The developer will pay in advance to the Company the total cost of the required main installation. For a period of five years from the date of installation, refunds equal to the allowance for mains determined by the formula contained in Section 4a will be made to the developer as customers take service within the development. The total of refunds shall not exceed the original payment.
- III. Service lateral installations within the development shall be installed in accordance with Section 3.

d) Area Expansion Program (AEP)

- I. When an extension to a geographically-bounded service area is of significant size or located where future growth is anticipated, the Company may offer an Area Expansion Program (AEP). The Company, at its sole discretion, may perform an economic analysis to determine the feasibility of the AEP project. Using a saturation of existing prospective customers to be served from the project, the Company will make a projection of customer connections by rate class for a predetermined recovery period (typically five (5) years). If the economic analysis determines that the project is an uneconomic project, the Company may either decline to make the extension or require an AEP customer contribution of sufficient amount to justify the project within the predetermined recovery period. All active AEP projects are described in VII below.
- II. The Company will begin collecting up-front AEP customer contributions prior to the construction of the AEP project and will continue to collect up-front AEP customer contributions from new customers in an active AEP project area prior to the new customers being connected. The Company will discontinue collecting AEP customer contributions from new customers when the required contribution for the AEP project to be made economic approaches zero or the predetermined recovery period has been completed, whichever comes first. The Company has the right to extend the predetermined recovery period if project goals are not being met to otherwise prevent non-AEP project customer subsidization. (See Section 2).

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**GAS EXTENSION RULES**

- III. All gas service facilities, whether located inside or immediately outside an active AEP project, shall be subject to the active AEP customer contribution charge and will be extended in accordance with Section 3.
- IV. Additional gas main extensions, whether located inside or immediately outside an AEP project, will be treated as a separate extension and shall be installed in accordance with Section 4.
- V. There will be no refunds for existing AEP project customers as new customers connect to the original AEP project.
- VI. All other rules and regulations that govern the Company's natural gas service remain in effect in an AEP project area.
- VII. AEP Active Project Area (currently no active AEP's)

			Natural Gas Contribution		
AEP Project Area	Customer Class	Rate Schedule	Up-front Customer Contribution	Beginning Date	Ending date

1) REFUNDS

The following refund policy applies to all main extensions except for those made within developments:

If within five years after installation of a main extension for which a deposit is required, one or more additional customers are connected to the extension by a service lateral, the Company will make a refund to the current owner of record of the premises for which the extension was installed. The amount of the refund will equal the allowance for additional customers as determined in accordance with Section 4a. If the extension was made as a result of a joint request under Section 4b, the Company will allocate the refund in the same manner used to allocate the deposit.

Note: See Section 4c for refund policy for developments.

Unless otherwise provided by written agreement at the time a contribution is made, the right to receive the refund of any contribution held hereunder shall be attached to the ownership of the premises at each service location, and any refund shall be made to the person who owns such premises at the time the refund becomes due.

Note: The refund of any payment made hereunder shall not include interest.

**GAS EXTENSION RULES**

5) CONSTRUCTION COSTS AND REVENUES

The Company will base its estimate of construction costs on its experience with similar installations, taking into account reasonable current costs and anticipated changes to these costs. The Company's estimate of the costs of an extension or modification will include right-of-way costs and all items of labor, equipment and materials (except meters), together with allowances thereon for engineering, administrative costs and such other incidental expenses necessary to the supplying of gas service to the customer(s) including a frost charge if weather conditions dictate. The Company shall make extensions or modifications over the least cost, least environmentally degrading and most direct route available unless other overriding factors exist. Actual costs will be reviewed upon completion of construction and the construction cost estimate will be adjusted accordingly. If said recalculation differs by more than \$20 from the original estimate, a refund or additional billing shall be rendered to the customer.

If a larger than normal size main is installed to insure adequate service to an area, the customer's obligation will be based on the size main required for customer's load, but not less than nominal size.

6) CONSTRUCTION STANDARDS

Each request for new service or modification of service will require a written application agreeing to pay the contribution required. Such contribution is payable in accordance with Sections 3 and 4.

The applicant(s) for new service or modification of service may select, subject to the approval of the Company based off of gas safety standards, the metering location. The outlet of the meter terminates Company's facilities and is considered the point of delivery.

It is necessary that the meter be located at a point most readily accessible to the Company's distribution system. Where no distribution system has been established, the customer(s) shall request the Company to specify acceptable locations for the metering facilities. The Company will furnish this information in writing upon request.

Meter and regulator will be furnished and installed by the Company. The customer(s), however, must furnish and install all necessary piping to meet the meter connection and must furnish a safe and convenient place for the meter and regulator.

In the event a customer desires an additional meter installed for their own convenience, customer shall contract for the installation with a contractor and shall be responsible for the total cost of same, including meter.

Not more than one service lateral will be installed to the same building or utilization point.

**GAS EXTENSION RULES**

6) CONSTRUCTION STANDARDS (cont'd)

In gas facilities installation, the applicant(s) shall furnish, at no expense to the Company, recordable easements, granting rights-of-way in form and substance satisfactory to the Company for the installation and maintenance of underground facilities. The rights-of-way as designated by the Company shall be a minimum of 8 feet in width. No buildings or trees shall be placed on said rights-of-way. The rights-of-way may be used for gardens, shrubs, landscaping and other purposes that will not interfere with maintenance of gas facilities.

Except for damage caused by negligence, the Company shall not be held liable for damage to trees, shrubs, fences, sidewalks or other obstructions, incident to installation, repair or replacement of gas facilities.

The applicant(s) shall inform the Company of any known or expected underground obstructions within the pipe routes on their property (septic tanks, drainage tile, underground electric cables, etc.). All pipe routes shall be within 4 inches of final grade prior to installation of pipe. Any earth fill added to bring the pipe route to within 4 inches of final grade prior to construction shall not contain large rocks, boulders, debris or rubbish.

In the event of future changes in grade levels by the customer(s) that would materially change the depth of cover over underground piping, the landowner shall notify the Company in advance of grading and shall pay the Company its cost of moving or replacing its equipment to accommodate the change in grade. Such charges will also be made for changes in buildings, structures, foundations or walls, or other obstructions (including decks).

**GAS EXTENSION RULES**

7) MODIFICATION OF EXISTING FACILITIES

a) Relocation and Replacement of Existing Facilities

The Company shall perform relocation and replacement of main and/or service facilities upon request of a customer(s). The requesting party shall pay the total cost of such relocation or replacement.

The cost for such changes shall be determined as follows:

- 1) The full cost of the new facilities including any charges for necessary changes and additions to remaining facilities;
- 2) Less accrued depreciation of the facilities to be removed from service;
- 3) Less any salvage;
- 4) Plus the cost of removal;
- 5) Plus the cost of any related maintenance.

The cost will be estimated and the requesting party(ies) shall make a payment equal to such estimated costs in advance of construction to be billed in actual. Upon completion of project, final costs will be determined and billing adjustments will be made.

Where the Company relocates its distribution system on its own volition, and it is impracticable to bring a service to the existing service entrance facilities, the Company will make the necessary changes in the customer's piping and equipment without expense to the customer(s) for the area the Company works on. If system leaks or code violations are found on Customers piping and equipment outside of work area, customer is responsible for all costs to remedy.

In the event that the Company is ordered by a unit of government to move its distribution facilities, a new service will be installed, where practicable, to the existing service location without expense to the customer(s). If in the opinion of the Company, it is impracticable to utilize the existing service entrance facilities, the Company will specify a new service location and the expense of the necessary changes in the customer's piping and service equipment shall be borne by the customer(s).

**GAS EXTENSION RULES**

7) MODIFICATION OF EXISTING FACILITIES (cont'd)

b) Increased Capacity

Customers responsible, when responsibility can be determined, for the installation of main and/or service facilities of increased capability due to an increase in their requirements, shall pay the actual cost of such installation, including the relocation and/or removal of existing facilities, less the accumulated depreciation and salvage of the facilities removed.

The actual cost of the installation shall be reduced by an allowance based on the customer's anticipated increased annual usage and determined by the formula set forth in Section 4a.

c) Relocation of meter to outside

In the event the company elects to move the gas meter from inside the building to outside, the Company will make necessary changes in the customers piping and equipment without expense to the customer. However, if the system leaks or code violations are found on customers piping and equipment outside of work area, customer is responsible for all costs to remedy. Upon completion of meter move out, Customer becomes responsible of all piping on downstream side of meter.

b) Excess Flow Valves

An excess flow valve (EFV) is designed to reduce the risk of accidents by automatically stopping the flow of natural gas in your gas service line when excess or abnormally high gas flow is detected.

Consistent with federal ruling 49 CFR 192.383, SWL&P has been installing EFV's in all single-family service installations as a standard of practice since 2009. A recent expansion of this ruling states in part that any customer with a connected load of 1,000 cubic feet or less per hour may request an EFV to be installed in their gas service lateral. At the time of the request, the Company will determine and inform the customer if the EFV already exists and if it is feasible to install at their location. If one does not exist and is deemed feasible, the Company will schedule an EFV to be installed at a mutually agreed date and time. The full cost of the installing the valve (including materials, excavation, and restoration) is \$1,600. The cost will be the sole responsibility of the customer. Payment in full by the customer is required prior to any installation.

**EFFECTIVE FOR SERVICE ON AND AFTER:**

Issued: August 9, 2017  
PSC Authorization by Order No. 5820-UR-114

August 14, 2017  
Letter: SJP 08/09/17

**GAS EXTENSION RULES**

9) INSPECTION REQUIREMENTS

In a new service or modification of service, the contractor or person responsible for the installation of the customer's piping and associated equipment related to each type of service, shall contact the appropriate governmental agency or their representative for approval of the new or modified installation.

If, upon inspection by the Company or appropriate governmental agency, certain installations are found to contain discrepancies, such discrepancies shall be corrected before service is rendered.

The Company will not be responsible for damage or injury resulting from unauthorized disconnection or reconnection of service piping.

10) OWNERSHIP OF EXTENSION

The title to every extension at all times is with the Company. The Company reserves the right at all times to add additional customers to an extension and to make new extensions to an existing extension, under the provisions of these rules, without procuring the consent of any customer or customers contributing to the original construction costs, and without incurring any liability for refunding contributions except as additional customers may be added as provided for herein.

11) COMPANY FACILITIES ON CUSTOMER'S PREMISES

This rule shall apply to the distribution facilities required to serve either a group of customers in multi-tenancy premises or a single customer where, in either case, the Company finds that it is necessary to install portions of such facilities on the premises being served. Such customer or property owner, when requested by the Company, shall make provision on their property for the installation of Company-owned facilities required for their service or services. Company facilities shall consist of those which, in the opinion of the Company, are necessary to furnish adequate service at the Company's point of delivery.

12) CUSTOMER'S RESPONSIBILITY FOR COMPANY'S EQUIPMENT

The customer(s) shall be responsible for all damage to the Company's equipment and for all loss resulting from interference or tampering therewith, caused by the customer(s) or their permittees, including compensation for consumed energy not recorded upon the meter (see Service Regulations, SR 11, Paragraph 6, Diversion of Service).

13) CONTRACTS

Customers may be required to contract to take service.

**GAS EXTENSION RULES**

14) MODIFICATIONS OF RATES, RULES AND REGULATION

The Company reserves the right, in any manner by law, to modify any of its rates, rules, regulations or other provisions now or hereafter in effect. The rates, terms, conditions and other matters agreed to in a fixed term contract shall be in harmony with the Company's rates, rules and regulations in effect at the time the contract is entered into but thereafter the contract is binding upon both parties and, except as provided therein, the contract can be changed only by mutual agreement and by lawful authority having jurisdiction.

15) COMMISSION WAIVER OF CONTROLLED SERVICE PROGRAM

It's understood that the Public Service Commission of Wisconsin may from time to time order a waiver of the Company's Controlled Service Program and, as a condition of ordering gas service be rendered, may order the Company to extend gas distribution facilities under terms not in conformity with this extension rule.

**WATER GENERAL SERVICE - METERED**

APPLICATION

To water service for all classes of customers within the distribution area.

RATE (Monthly)

5/8 - inch	18.25
3/4 - inch	18.25
1 - inch	28.00
1½ - inch	45.00
2 - inch	70.00
3 - inch	110.00
4 - inch	160.00
6 - inch	280.00
8 - inch	415.00
10 - inch	595.00
12 - inch	775.00

Commodity Charge

First	2,000 cubic feet used each month - \$5.66 per 100 cubic feet
Next	48,000 cubic feet used each month - \$5.09 per 100 cubic feet
Next	50,000 cubic feet used each month - \$4.75 per 100 cubic feet
Over	100,000 cubic feet used each month - \$3.82 per 100 cubic feet

Customers under this rate who live in the City of Superior will also be charged Public Fire Protection rates (F-1 pg.W8 ) if applicable.

MINIMUM CHARGE (Monthly)

The applicable Customer Charge.

CONTRACT PERIOD

The minimum contract period shall be one year unless otherwise specified by special contract or in the applicable rate schedule. Where the Company has disconnected service at the customer's request prior to expiration of the minimum contract period, a reconnection charge shall be made when the customer requests reconnection of service. The reconnection charge is \$50.00 during regular working hours and \$100.00 during other than regular working hours.

If reconnection is requested for the same location by any member of the same household, or, if a place of business, by any partner or employee of the same business, it shall be considered as the same customer.

Issued: December 20, 2022  
PSC Authorization by Order No. 5820-UR-116

**EFFECTIVE FOR SERVICE ON AND AFTER:**  
January 1, 2023  
Letter: CS 12/20/22

**WATER GENERAL SERVICE - METERED**

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations.

COMBINED METERING

When a consumer's premises has several buildings, each supplied with service and metered separately, the full service charge will be billed for each meter separately and the readings will not be cumulated. Buildings used in the same business, located on the same parcel, and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one place. If the Company, for its own convenience, installs more than one meter, the readings will be cumulated for billing.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction and to the Company's Service Regulations currently on file in the Company's office.

**WATER SEASONAL, EMERGENCY OR TEMPORARY**

APPLICATION

To water service for all classes of customers within the distribution area desiring service on less than a yearly basis, or for temporary purposes.

BILLING

Seasonal customers\* shall pay an annual seasonal service charge equal to twelve times the applicable service charge in Schedule MG-1 and F-1. Water use in any billing period shall be billed at the applicable volume rates in Schedule MG-1 and the charge added to the annual seasonal service charge.

Further, if service has been disconnected, a charge under the Company's Service Regulations, Section VI, shall be applied at the time of reconnection.

\*Seasonal customers are general service customers whose use of water is normally for recurring periods of less than one year.

**WATER PUBLIC SERVICE**

APPLICATION

To water service to the City of Superior for water used on an intermittent basis for flushing sewers, street sprinkling, flooding skating rinks, drinking fountains, and other similar purposes.

SPECIAL CONDITIONS

Service shall be from permanent installations wherever practicable. However, when no permanent installations are readily available, water shall be taken from fire hydrants most accessible to the work. The hydrants to be used for such purposes shall be established by agreement between the City and the Company, and, to the extent that it is practicable, all water used shall be metered. The Company will supply the City with the number of meters the City deems necessary for use at such installation. Each location shall have an approved backflow preventer installed and tested prior to obtaining any water. Cost for installing and testing of backflow preventer is included in hydrant meter charges as listed in METERED HYDRANT CONNECTIONS.

BILLING

Service will be billed under Schedule MG-1. The total Customer Charge will be determined according to the number and sizes of meters required at all installations, permanent or otherwise.

The quantity of water used each month of all water metered and estimated (where metering is impracticable) shall be combined and billed as though through one meter using the rates set forth in Schedule MG-1.

**WATER METERED HYDRANT CONNECTIONS**

Temporary use of metered connections to hydrants shall be made based on the charges detailed below. Customers without an established satisfactory credit record with the Company shall make an advance payment of the charges.

Service charge for set and removal*	\$	150.00
Water usage (minimum charge)		50.00
Total	\$	200.00

The customer will be billed for the cost of repair or replacement of damaged or lost equipment. Water usage will be billed at the appropriate commodity charge as stated in Schedule MG-1 except that a minimum charge of \$50.00 shall apply for each 30-day period or fraction thereof for which the hydrant meter is installed at customer request.

\*If the actual charges for set and removal per the service order exceed the amount stated above by greater than 20 percent due to extenuating circumstances or special requests of the customer, the customer will be billed the actual costs. Customers served under this rate schedule are not subject to the connection charge as stated in the Company's Service Regulations.

All locations must have an approved backflow preventer installed and tested prior to obtaining any water. Cost for installing and testing of backflow preventer is included in charges noted above.

**BULK WATER**

APPLICATION

All bulk water supplied from the utility's Bulk Fill Station shall be metered by the utility. The utility's Bulk Fill Station is available for use 24 hours per day, 7 days a week during the months of April through November.

RATE

A service charge of \$18.25 per month used and a charge for the volume of water used shall be billed to the party using the water.

BILLING

The volumetric charge shall be calculated using only the commodity charge block rates listed under schedule MG-1. Public Fire Protection charges do not apply (F-1, pg. W8).

SPECIAL CONDITIONS

The customer is responsible for contacting the utility to obtain a pin and access code for the Fill Station.

The Fill Station is equipped with one water dispensing connection. This connection is on the side of the filling station and is a 2 ½" male Fire Hose Thread Connection. The user will connect their hose to this connection and the other end to their tank and then draw water for their end use. The customer is required to provide their own hose for filling purposes.

**WATER PRIVATE FIRE PROTECTION - UNMETERED**

APPLICATION

To private fire protection service for all classes of customers within the distribution area.

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

RATE (Monthly)

Size of Connection	Charge
2 - inch or smaller	\$14.00
3 - inch	26.00
4 - inch	45.00
6 - inch	90.00
8 - inch	142.00
10 - inch	215.00
12 - inch	285.00
14 - inch	355.00
16 - inch	\$430.00

CONTRACT PERIOD

Not less than one year.

SERVICE REGULATIONS

Service is subject to the orders of regulatory bodies having jurisdiction and to the Company's Service Regulations currently on file in the Company's office.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations.

Issued: December 20, 2018  
PSC Authorization by Order No. 5820-UR-115

**EFFECTIVE FOR SERVICE ON AND AFTER:**  
January 1, 2019  
Letter: SPC 12/20/18

**WATER PUBLIC FIRE PROTECTION SERVICE – CITY OF SUPERIOR**

APPLICATION

To public fire protection service for all classes of customers within the City of Superior.

This service shall include the use of hydrants for fire protection service\* only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

\*The total charge for public fire protection service is based on costs not only of direct facilities, such as fire hydrants, but also the allocated share of costs for the extra capacity designed into the water system for fire flow capacity, including wells, pumps, water treatment plant, transmission and distribution mains, storage facilities, and other facilities.

RATE (Monthly)

Meter Size	Monthly Charge
5/8 - inch	\$12.54
3/4 - inch	12.54
1 - inch	31.35
1½ - inch	62.71
2 - inch	101.00
3 - inch	188.00
4 - inch	313.00
6 - inch	626.00
8 - inch	1,003.00
10 - inch	1,505.00
12 - inch	2,006.00

CONDITIONS

It is the duty of the municipality to keep fire hydrants clear of snow and other obstructions.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations.

Issued: December 20, 2022  
 PSC Authorization by Order No. 5820-UR-116

**EFFECTIVE FOR SERVICE ON AND AFTER:**  
January 1, 2023  
 Letter: CS 12/20/22

**WATER PRIVATE FIRE PROTECTION – VILLAGE OF SUPERIOR**

APPLICATION

To fire protection service for all classes of customers within the Village of Superior.

This service shall include the use of hydrants for fire protection service\* only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

\*The total charge for public fire protection service is based on costs not only of direct facilities, such as fire hydrants, but also the allocated share of costs for the extra capacity designed into the water system for fire flow capacity, including wells, pumps, water treatment plant, transmission and distribution mains, storage facilities, and other facilities.

RATE (Monthly)

\$3,848

For all subsequent extensions of public fire protection service, the above base charge will not be increased.

CONDITIONS

It is the duty of the municipality to keep fire hydrants clear of snow and other obstructions.

PROMPT PAYMENT OF BILLS

See Section XIV - "Charges and Billings" of the Company's Service Regulations.

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**EFFECTIVE FOR SERVICE ON AND AFTER:**  
January 1, 2023  
Letter: CS 12/20/22

**WATER – ARREARS MANAGEMENT PROGRAM**

Arrears Management Program

All residential customers participating in the Low-Income Energy Assistance Program (LIHEAP) through Douglas County, WI who has a past due balance of \$200 for at least one utility for 60+ days can enroll in this program.

Customer will work with the utility to set up payment arrangements up to 24 months on their past due balance. This payment arrangement amount will be in addition to their monthly utility bill. Making on time monthly payments for 3 months will result in a company match until the arrears balance it zero.

A customer can opt out and back into AMP one time within a 12 month period. For example: if a customer starts AMP, Opts out in July, Opts back in August, then out again in September (all in the same year) – the customer cannot opt back in until the following September.

Customers that miss three consecutive months of timely payments will be removed from this program. The company will notify customers of the risk of removal from the program after each missed payment. Customers who are removed from the program will not be eligible again for 12 months or payoff of the arrears balance.

If the customer receives a LIHEAP payment, the customer can designate if they want it applied to their monthly bill or their arrears payment arrangement. SWL&P will not match a LIHEAP payment that is applied to the arrears balance.

If a customer on this program wants to make an extra payment to the arrears balance and their monthly utility bill is paid off/current, SWL&P will match the extra payment until the arrears balance is zero. If the match would result in a credit, SWL&P would only pay the balance down to zero.

If the outstanding balance results in a large payment amount that the customer cannot afford, the customer can work with SWL&P to make other payment arrangements. Once the balance is manageable for a 24 month payment plan, the customer can switch to this program. AMP can also coexist on a customer account with budget billing.

- This program is open to all residential customers with a past due balance of \$200 for at least one utility for 60+ days until December 31, 2021.

**WATER EXTENSION RULES**

RULES FOR EXTENSION OF WATER MAINS AND SERVICES

1) Definitions

- a) Extension is defined as any additional facilities installed by the Company to make water service available to customers not now being supplied with such services.
- b) Main is defined as a distribution line that serves as a common source of supply for one or more service lines.
- c) Service Line is defined as a connection from a common source of supply (main) to the curb stop.
- d) Curb Stop is defined as the point of delivery at which the Company's facilities end (except metering equipment) and from where the customer(s) shall install, maintain and own all facilities. The curb stop is normally located between the curblines and outer edge of the sidewalk, or near the point of entry to the customer's property.
- e) Modification is defined as any change, regardless of nature, to existing Company equipment.
- f) Point of Delivery is defined as the customer's side of the curbstop.

2) General Policy

The Company may, at its own expense, extend, enlarge or modify its distribution or other facilities for supplying water service when anticipated additional annual revenue justifies the expenditure, except as provided in Section 6, Modification of Existing Facilities.

When the expenditure is not justified, the extension, enlargement or other change of facilities may be made by payment by the customer(s) to the Company for that portion of the capital expenditure not economically justified by the anticipated annual revenue.

If the Company is not assured as to the stability and economic feasibility of any project, a suitable payment in advance, or a minimum monthly guarantee may be required. However, all projects of \$5,000 or more will be reviewed for economic consideration and service may be refused by the Company provided that the reasons and supporting analysis for such refusal are furnished the customer(s) in writing. The customer(s) shall be informed of their right for Public Service Commission of Wisconsin staff review of said refusal.

The Company reserves the right to approve or disapprove the type of service applied for by the Applicant(s), subject to the review of the Public Service Commission of Wisconsin.

**WATER EXTENSION RULES**

RULES FOR EXTENSION OF WATER MAINS AND SERVICES

3) Contributions

Subject to compliance with other provisions of these rules, the Company may provide a new service or modify an existing service to the customer(s). Such service shall be furnished without charge or guarantee provided the estimated cost of construction does not exceed the estimated annual revenue by three times, or in the case of modification, by three times the estimated increase in existing annual revenue except as provided in Section 6, Modification of Existing Facilities.

4) Construction Costs and Revenues

The Company will base its estimates of construction costs and annual revenues upon its experience with similar installations taking into account anticipated changes to costs or rate schedules. The Company's estimate of the costs of an extension or modification will include right-of-way costs and all items of labor, equipment and materials, together with allowances thereon for engineering, general office expenses and such other incidental expenses necessary to the supplying of water service to the customer(s) including a frost charge if weather conditions dictate. The Company shall make extensions or modifications over the least cost, least environmentally degrading and most direct route available unless other overriding factors exist.

However, if a larger than normal size main is installed to insure adequate service to an area, the customer's obligation will be based on the size main required for their load, but not less than 6" nominal size.

5) Construction Standards

Each request for new service or modification of service will require a written application agreeing to pay the contribution required, if any. Such contribution is payable in accordance with paragraph 3, Contributions.

The applicant(s) for new service or modification of service may select the point of delivery with approval of the Company. The applicant(s) will furnish, install, own and maintain piping and equipment beyond such point, except for metering equipment.

It is necessary that the meter be located at a point most readily accessible to the Company's distribution system and approved by the Company. Where no distribution system has been established, the customer(s) shall request the Company to specify an acceptable location for the metering equipment. The Company will furnish this information in writing upon request.

**WATER EXTENSION RULES**

5) Construction Standards (cont'd)

The meter will be furnished by the Company and shall be located where the piping first enters the customer's premises, unless otherwise provided in the customer's service agreement. The customer(s) shall furnish and install all necessary piping to meet the point of delivery (curbstop) and for the meter.

In addition, the customer(s) shall maintain all piping beyond the point of delivery in a manner so as to prevent system losses and to facilitate the meter's removal.

In the event a customer desires an additional meter installed for their own convenience, customer shall contract for the installation with a contractor and shall be responsible for the total cost of same, including meter.

Not more than one service line will be installed to the same building or utilization point. The minimum size of customer's service pipe shall be one inch (1") inside diameter and shall be of a material approved by any governmental agency having jurisdiction.

6) Modification of Existing Facilities

The Company will replace, at no cost to the customer(s), under the provisions of these rules, existing service line and facilities that are of insufficient capacity to carry a customer's anticipated load when three times anticipated additional annual revenue justifies the expenditure. However, if the modification is for the customer's convenience and not for inadequacy and requires a premature retirement of any existing construction or equipment, the applicant(s) shall in advance, pay the Company an amount equal to:

- 1) The original cost, less accrued depreciation of the item(s) to be removed from service less salvage and plus cost of removal, if any.
- 2) All costs of materials, labor and overhead associated with the installation of the new replacement facilities.
- 3) The cost of any related maintenance.

If such replacement affects any other customer(s), the party(s) requesting a replacement of facilities shall have obtained in advance, the approval of such customer(s) and shall pay the cost of converting the Company's facilities serving such customer(s).

**WATER EXTENSION RULES**

6) Modification of Existing Facilities(cont'd)

At the request of a customer, property owner, or a representative of a group of customers or property owners, the Company will, if deemed feasible, relocate its distribution system, and service facilities provided that, in advance of construction, payment to the Company is made for its estimated cost of making the desired relocation in addition to any charges for necessary changes and additions to remaining facilities. Any necessary changes in the customer's piping or equipment shall be borne by the customer(s).

In the event that the Company is ordered by a unit of government to move its distribution facilities, a new service will be installed where practicable, to the existing service location without expense to the customer(s). If, in the opinion of the Company, it is impracticable to utilize the existing service entrance facilities, the Company will specify a new service location and the expense of the necessary changes in the customer's piping and service equipment shall be borne by the customer(s).

7) Inspection Requirements

In a new service or modification of service, the contractor or person responsible for the installation of the customer's piping and associated equipment related to each type of service, shall contact the appropriate governmental agency or their representative for approval of the new or modified service.

If, upon inspection by the Company or appropriate governmental agency, certain installations are found to contain discrepancies, such discrepancies shall be corrected before connection of service.

8) Adjustments or Refunds

Additional customer(s) connected to an extension within ten years of the extension's completion date, shall share equitably in the combined extension costs unless the new customer's connection costs would require an additional contribution by the original contributor(s); in which case, the facilities required to serve the additional customer(s) shall be treated as a new extension.

Unless otherwise provided by written agreement at the time a contribution is made, the right to receive refund of any contribution held hereunder shall attach to the ownership of the premises at each service location, and any refund shall be made to the person who owns such premises at the time the refund becomes due.

**WATER EXTENSION RULES**

9) Ownership of Extension

The title to every extension at all times is with the Company. The Company reserves the right at all times to add additional customers to an extension and to make new extensions to an existing extension, under the provisions of these rules, without procuring the consent of any customer or customers contributing to the original construction costs, and without incurring any liability for refunding contributions except as additional customers may be added as provided for herein.

10) Customer's Responsibility for Company's Equipment

The customer(s) shall be responsible for all damage to the Company's equipment and for all loss resulting from interference or tampering therewith, caused by the customer(s) or their permittees, including compensation for consumed water not recorded upon the meter (See Service Regulations, SR 11, paragraph 6, Diversion of Service.)

11) Contracts

Customers may be required to contract to take service.

12) Temporary Service

If service is extended to supply a customer(s) for less than a three (3) year period, the customer(s) shall pay the total cost of installing and removing all material and equipment necessary for the service extension, in addition to paying for water at the rates applicable. Total cost of installing and removing the service extension shall be the estimated construction cost, as defined in Paragraph 4 above, less the salvage value of the equipment removed, plus the cost of removing the extension.

The customer(s) shall deposit in advance with the Company the estimated cost of installing and removing the service extension. If the deposit is greater or less than the actual cost, the difference shall be refunded to or paid by the customer(s) within thirty (30) days after service is discontinued.

In the event that the customer(s) continues to use water service for a three-year or longer period at the location served, the extension will be considered to be a permanent extension.

13) Modifications of Rates, Rules and Regulations

The Company reserves the right, in any manner by law, to modify any of its rates, rules, regulations or other provisions now or hereafter in effect. The rates, terms, conditions and other matters agreed to in a fixed term contract shall be in harmony with the Company's rates, rules and regulations in effect at the time the contract is entered into but thereafter the contract is binding upon both parties and, except as provided therein, the contract can be changed only by mutual agreement and by lawful authority having jurisdiction.