

Title Page

WISCONSIN POWER AND LIGHT COMPANY
W-3A TOTAL REQUIREMENTS RESALE SERVICE

Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
Second Revision Sheet No. 9.31

1. Availability

Upon signing a contract for service hereunder, this schedule is available for total requirements, firm, wholesale electric service to any electric public utility (customer). Transmission service may be provided under this tariff in accordance with the provisions of paragraph 2.f.

2. Rate

a. Customer Charge

\$671.79 per supply point per month.

b. Meter Charge

The company is not obligated to provide metering which was not installed as of May 1, 2002. For those meters that the company owns, the charge shall be \$76.00 per supply point per month.

c. Demand Charge

The demand charge for time-of-day service shall be the greater of:

- 1) \$9.00 per kW per month of measured maximum on-peak demand, or
- 2) \$4.50 per kW per month of measured maximum off-peak demand.

d. Energy Charge

(Subject to fuel cost adjustment clause.)

- 1) 14 Hour Time-of-Day Rates
 - a) \$0.02966 per kWh on-peak
 - b) \$0.02196 per kWh off-peak, or
- 2) 12 Hour Time-of-Day Rates

Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
First Revision Sheet No. 9.31.1

a) \$0.03042 per kWh on-peak

b) \$0.02240 per kWh off-peak

e. Reactive Component

There is no charge or credit for reactive power or energy under this tariff. The customer is subject to power factor requirements of the transmission provider upon whose facilities the customer's load is dependent.

f. Transmission Service

Arrangement of transmission service is available under this tariff. If requested by the customer, the company will act as designated agent to secure transmission service for customers served under this tariff. Charges for transmission service under this tariff will be a direct pass-through of the charges assessed by the transmission provider for the participating customer's load. Customers who do not request transmission service under this tariff must arrange for transmission service with the applicable transmission provider either directly or through another designated agent. Customers must complete any interconnection agreement required by the transmission provider.

g. Ancillary Service Component

The demand charges shown in paragraph 2.c. include the cost of the following generation-related ancillary service: Reactive Supply and Voltage Control from Generation Sources Service; Regulation and Frequency Response Service; Operating Reserve + Spinning Reserve Service; and Operating Reserve + Supplemental Reserve Service. Customers may self-provide or purchase the two reserve services from a third party. Customers who choose not to purchase one or both of the reserve services under this tariff must make other arrangements for the provision of those services and will receive credit for services not purchased under this tariff at the following rates:

Operating Reserve + Spinning Reserve:	\$0.09 per kW-month
Operating Reserve + Supplemental Reserve:	\$0.03 per kW-month

h. Distribution Component

Customers who receive service under this tariff at voltages less than 69 kV will be assessed a distribution charge of \$1.11 per kW-month in addition to other rates shown in this paragraph.

i. Minimum Monthly Bill

The minimum monthly bill payable by the customer shall be the customer and any applicable meter charges.

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Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
First Revision Sheet No. 9.32

j. Payment of Bills

Bills will be rendered monthly and are due 20 days from date of mailing. There shall be subtracted from each bill paid and received prior to the due date, a sum equivalent to 5.5 percent per annum of the total charge as billed at the foregoing rates, based on the actual number of days between the date payment is received and the due date. There shall be added to each bill not paid by the due date a sum equivalent to 5.5 percent per annum of the total charge as billed at the foregoing rates, based on the actual number of days between the due date and the date payment is received but not less than 5 days. Early/late payment adjustments will appear on the following month's bill.

3. Determination of Maximum Demands

The measured maximum demand in any billing month shall be that demand in kilowatts necessary to supply the average kilowatts in 60 consecutive minutes of greatest consumption of electricity by the customer during each billing month. Such measured maximum demand shall be determined from readings of permanently installed meters or, by any company defined standard methods or meters. The 60-minute demand will be measured as closely as practical by the clock hour. The measured maximum demand for customers with more than 1 permanent supply point shall be the maximum coincident demand of all supply points.

Measured maximum on-peak demand shall be the measured maximum demand within the billing period that occurs during on-peak hours as defined in paragraph 4.a.

Measured maximum off-peak demand shall be the measured maximum demand within the billing period that occurs during off-peak hours as defined in paragraph 4.b.

4. Pricing Periods

Pricing periods shall be:

a. On Peak Period

- 1) 14 hour on peak: 8:00 a.m. to 10:00 p.m., Monday through Friday, excluding specified holidays as set forth in 4.b.
- 2) 12 hour on peak: 8:00 a.m. to 8:00 p.m., Monday through Friday, excluding specified holidays as set forth in 4.b.

b. Off-Peak Period

All time not specified as on-peak including all day Saturday and Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the day nationally designated to be celebrated as such.

Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
First Revision Sheet No. 9.32.1

5. Fuel Cost Adjustment Clause

Energy charges shall be adjusted each month by the amount of a fuel cost adjustment factor to reflect the preceding month's cost of fossil and nuclear fuel as compared to a base cost as described below. The costs recovered through intersystem sales described in paragraph 5.d. shall be based upon an estimate of the preceding month with any difference between estimated and actual costs trued up as a separate line item on the customer's invoice in the succeeding month. The base for the fuel cost adjustment factor is 1.6994 cents per kWh. The monthly increase or decrease above or below 1.6994 cents per kWh is rounded to the nearest .001¢ per kWh and applied to each wholesale kWh sold. Specifically, the monthly fuel cost adjustment factor is determined as follows:

$$\text{Adjustment Factor} = \frac{.976 (F_m \times 100)}{S_m} - 2.0606 \text{ cents per kWh}$$

Where F_m = the cost in the current calendar (m) month of:

- a. Fossil and nuclear fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants.
- b. The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in c. below.
- c. The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases, including associated energy market net costs, and the charges as a result of scheduled outage, all such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
- d. The cost of fossil and nuclear fuel recovered through intersystem sales, including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.

Where S_m = All kWh sold, excluding interchange sales, in the current calendar (m) month.

This fuel clause shall apply to the first monthly bill following the current calendar (m) month in which the fuel is burned.

Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
Second Revision Sheet No. 9.33

6. Losses

The rates herein include the supply, but not transmission, of capacity and energy losses. The meter readings of customers served at 69 kV and above whose meter measures energy at less than 69 kV will be compensated to 69 kV before application of the rates set forth in Paragraph 2.

7. Voltage Regulation

Voltage regulation is provided pursuant to the terms of the applicable transmission provider's open access transmission tariff. If further voltage regulation is desired, regulators may be installed by and at the expense of the customer, on the customer's side of the point of metering.

8. Load Surges and Phase

The customer shall keep its load on the company's facilities well balanced as between phases of the 3-phase supply, and shall control such load in such manner as may be necessary to avoid severe fluctuations or surges, and to avoid causing other disturbances on the company's electrical system.

9. Customer-Owned Metering

If the company does not own the metering equipment, the customer is responsible for providing and maintaining appropriate metering and related telemetry and communications equipment. Metering equipment shall meet the guidelines of the North American Reliability Council or the Regional Reliability Council, as appropriate, industry standards such as ANSI and other practices consistently adhered to by the company. Customer practices for calibration and adjustment shall be consistent with company practices. The company shall have access to metering data which are reasonably required to facilitate measurement and billing. Any difficulty in company access to or communication with customer-owned metering equipment shall be remedied by the customer within four working days of occurrence.

Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
Second Revision Sheet No. 9.34

10. Customer Generation

A customer operating electric generating equipment shall not connect it in parallel with the company's system without the written consent of the company nor without providing, at the customer's expense, protective and synchronizing equipment satisfactory to the company. A customer may own wind, solar, biomass, geothermal, small hydro or other renewable generation that the customer may use to produce up to 10 % of the customer's monthly energy requirements.

11. Customer's Interconnections With Other Electric Utilities or Agencies

The company does not undertake or agree to indirectly furnish through the electrical system of the customer service to any other electric utility or electric distributing agency, without a specific agreement in writing.

The company does not waive any right it may have as an electric utility to directly furnish the needs of such other electric utilities and electric distributing agencies as it may determine to supply directly with wholesale electrical energy.

12. Other Provisions

Other provisions as are reasonable, nondiscriminatory, and necessary shall be included in the contract between the parties, and a copy thereof filed with the Federal Energy Regulatory Commission (Commission).

13. Unilateral Changes

Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service under this rate schedule to unilaterally make application to the Commission for a change in any provision of this schedule under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
Second Revision Sheet No. 9.35

14. Term

The term shall be by agreement with each customer, but for an initial term of not less than 5 years.

15. Special or Extra Delivery Facilities

In the event that the customer requires special or extra delivery facilities or additional delivery points over and above those required to meet reasonable service standards, a contribution in aid of construction and/or monthly carrying charge shall be made to protect the company against extra costs of such special or extra delivery facilities.

Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
First Revision Sheet No. 9.36

FORM OF SERVICE AGREEMENT

1. **THIS AGREEMENT**, made and entered into this ____ day of _____, ____ by and between the **WISCONSIN POWER AND LIGHT COMPANY**, hereinafter called the Company and _____, hereinafter called the Customer, collectively the Parties.

2. During the term of this Agreement, the Company will sell, unless prevented by causes beyond its control, and the Customer will take and pay for all electric energy it requires to serve its retail customers, and for the operation of the Customer's electric equipment upon the terms and conditions herein specified, and according to the terms, conditions, and limitations set forth in Rate Schedules W-3A.

3. Unless the customer arranges for transmission service under the provisions of paragraph 2.f. of Rate Schedule W-3A, the Customer shall be solely responsible for the arrangement and payment of all transmission and ancillary services necessary for the delivery of power and energy supplied pursuant to this Agreement. The power and energy sold hereunder will be delivered to the Customer's transmission provider for ultimate delivery to the following supply points:

4. In the event that any term or condition contained in Rate Schedule W-3A shall be deemed to be inconsistent with any term or condition contained herein, this Agreement shall be considered the governing agreement between the Parties.

5. To the extent possible, the Customer will notify the Company in writing of any anticipated discrete load changes in excess of 5 MW at least (6) six months prior to the change.

6. The Customer represents that its lines are constructed in accordance with specifications at least equal to those prescribed by the National Electrical Safety Code of the Bureau of Standards, and the Wisconsin State Electrical Code and agrees at all times to maintain and keep its lines, equipment and property in safe operating condition and in conformity with the requirements of the National Electric Safety Code and the Wisconsin State Electrical Code. The Company, however, assumes no responsibility in respect to the type of standards of construction or the condition of the Customer's property.

7. The Company will exercise due diligence and care to avoid interruptions of delivery of power and energy hereunder, but will not be liable for any damage or loss that may be occasioned by interruptions caused by fires, strikes, riots, floods, lightning, storms, acts of God, civil disturbances, action of public authority, litigation or breakdown, beyond its reasonable control. The Company may interrupt service to make necessary repairs and, except in case of emergency, will give the Customer reasonable notice of its intention to interrupt such service.

Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
Original Sheet No. 9.36.1

8. If Customer fails to perform any of its obligations under this Agreement, other than for reasons caused by fires, strikes, riots, floods, lightning, storms, acts of God, civil disturbances, action of public authority, litigation or breakdown, beyond its reasonable control, as and when performance is due according to the terms hereof and if Customer fails to remedy such failure of performance after reasonable notice thereof in writing is provided, the Company may suspend the delivery of power and energy hereunder and in such event the Company will not be liable in any manner for any loss or damage arising from such suspensions. The foregoing notwithstanding, no advance notice of suspension needs to be given by the Company if, in the sole opinion of the Company, immediate suspension is essential to avoid hazard to persons or property.

9. No such suspension will interfere with the exercise by the Company of any other legal or equitable rights or remedies it may have with respect to such failure of performance on the part of the Customer. No delay by the Company in enforcing any of its rights or remedies will be deemed a waiver thereof, nor will any waiver by the Company of any default by the Customer be deemed a waiver of any other or subsequent default.

10. Any and all obligations of either party to deliver and take energy, or to provide and accept service hereunder, shall become effective on _____ and shall cease on _____.

11. The Parties agree that the Company shall not have the right to seek to recover stranded costs from the Customer if the Agreement expires according to its terms. If the Customer seeks to terminate the Agreement prematurely or files a Section 206 complaint under the Federal Power Act to reduce its purchase obligation under the Agreement or shorten the term of the Agreement, at that time, the Company may seek to recover stranded costs from the Customer. Customer shall have the right to oppose recovery of stranded costs on any grounds, except that Customer agrees not to raise a procedural defense that Company is prohibited from seeking to recover stranded costs based upon the absence of an explicit stranded cost recovery provision in the Agreement. The Parties agree that any stranded cost issue shall be resolved solely on the merits, based upon substantive arguments presented by the Company and Customer concerning Company's right or lack of right to stranded cost recovery and upon the facts and circumstances present at the time. In the event it is determined that the Company is entitled to stranded costs, the Parties agree that the amount of Customer's stranded cost obligation shall be (10) ten percent times the difference between [(a) revenue paid to Company in the previous calendar year pursuant to this Agreement and (b) revenue that would have been paid to Company in the previous calendar year had Customer taken the reduced amount of power and/or energy under the Company tariff applicable to such service] times the number of years remaining in the term of the Agreement at the time the reduction in or elimination of Customer's purchase obligation becomes effective. Such stranded costs shall be payable in equal annual payments over the remaining term of this Agreement.

Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
First Revision Sheet No. 9.37

12. This Agreement will inure to and be binding upon the successors and assigns of the respective Parties. Such assignment will not release the assignor from the obligations of this Agreement without the consent of the other party, which consent shall not be unreasonably withheld.

13. Any notice or request made to or by Company or Customer regarding this Agreement shall be made in writing and shall be telecommunicated or delivered either in person, or by prepaid mail to the representative of the other Party as indicated below. Such representative and address for notices or requests may be changed from time to time by notice by one Party to the other.

Company:

Wisconsin Power and Light Company
C/O Alliant Energy Services Co., Inc.
General Manager Wholesale Services
P.O. Box 77007
Madison, Wisconsin 53707-1007

Customer:

Wisconsin Power and Light Company

FERC Electric Tariff

Rate Schedule FERC No. W-3A
Total Requirements Resale Service

Original Volume No. 12
Original Sheet No. 9.37.1

IN WITNESS WHEREOF, Company and Customer have caused this Agreement to be executed by their respective authorized officials as of the date first above written.

Company:

By: _____

Title: _____

Customer:

By: _____

Title: _____