SURPLUS ENERGY PURCHASE AGREEMENT
PARALLEL CUSTOMER GENERATION
CGS 6 WISCONSIN
AGGREGATE CAPACITY OF
20 KILOWATTS OR LESS

This Agreement made this _____ day of _____, _____, by and between Wisconsin Electric Power Company (the "Company") and _____ (the "Customer").

W I T N E S S E T H

WHEREAS, the Customer has installed equipment on its property for the generation of electric energy for its own purpose, and

WHEREAS, the Company has authorized the Customer to connect such equipment in parallel with the Company's system; and

WHEREAS, the Customer expects to generate electric energy in excess of its needs and desires to sell some or all of that energy to the Company.

NOW, THEREFORE, the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. The Customer will sell and deliver to the Company the electric energy generated in excess of the Customer's needs by its equipment located on its property at _____. The technical characteristics of such equipment are shown on Exhibit 3, attached hereto and made a part hereof.

2. The Company will receive and pay for such surplus energy in accordance with the terms and conditions of the Company's Rate Schedule CGS 6 presently on file with the Public Service Commission of Wisconsin, and any changes in such rate as may become effective in the future. A copy of the current Rate Schedule and Conditions of Purchase are attached hereto as Exhibits 1 and 2 and made a part hereof.

3. Under the concept of net energy billing, the Company will provide two meters to determine the energy consumed by the Customer or received by the Company. The cost of the meters will be included in the costs of interconnection which are to be paid by the Customer. The Company will read such meters on a regular basis and will bill the Customer monthly for the net amount of energy consumed during the month at the applicable retail rate. If the amount of energy received by the Company exceeds the amount of energy consumed by the Customer, the Customer will receive either a credit on its monthly bill or a check from the Company for the excess kilowatt-hours of energy received by the Company multiplied by the appropriate Energy Purchase Rate as defined in the Rate Schedule.

4. The Customer shall be responsible for maintaining its generating equipment in safe and satisfactory operating condition and shall operate such equipment in such a manner as not to unduly affect the Company's voltage waveform. The Customer shall provide, at its expense, protective and synchronizing equipment acceptable to the Company. Any review, acceptance or approval of the Customer's equipment by the Company shall only be for interconnection purposes and shall not constitute review, acceptance or approval of the equipment for any other purposes including the safety of the Customer or its employees or other equipment or the adequacy of performance of the equipment.

5. The Customer shall notify the Company's Service Manager or Energy Service Consultant in writing at least thirty (30) days prior to initiating any changes to its generating equipment. The Customer further agrees not to commence any such changes until the Company has reviewed and approved the plans for interconnection purposes. The Company shall indicate its approval or rejection of proposed changes within thirty (30) days after receipt of Customer's notice of such proposed changes.

6. The Customer shall permit Company employees to enter upon its property at any reasonable time for the purposes of inspecting and/or testing its equipment to ensure its continued safe and satisfactory operation and the accuracy of the meters, but such inspections shall not relieve the Customer from its obligation to maintain its equipment in safe and satisfactory operating condition.

7. The Customer shall permit the Company, at any time it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of the Company's employees or the accuracy of the meters as a result of the operation of the Customer's equipment. The Customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.

8. The Company shall have the right, without notice, to discontinue the Customer's parallel generation capability to facilitate maintenance or repair of the Company's facilities and during system emergencies. The Company shall have the further right to require the Customer to disconnect its equipment from the Company's system if, in its sole judgment, the Customer has failed to maintain its equipment in safe and/or satisfactory operating condition; and in the event the Customer fails to immediately disconnect its equipment, the Company may, without further notice, discontinue service to the Customer until its equipment is either disconnected or restored to safe and/or satisfactory operating condition.

9. Each of the parties shall indemnify and hold harmless the other party against any and all liability for injuries or damages to persons or property caused, without the negligence of such other party, by the operation and maintenance by such parties of their respective equipment, lines and other facilities.

10. The Customer shall maintain financial protection, sufficient to satisfy claims of at least $100,000, for damages resulting from bodily injury, including wrongful death, and property damage which may be caused by the operation of its equipment. Such financial protection may be provided by a general liability (including contractual liability) insurance policy covering the operation of its equipment. It is understood that the Company does not represent in any way that the type or minimum limits of insurance or financial protection herein specified are sufficient or adequate to provide for the obligations assumed hereunder by the Customer.

11. If the Customer believes that this Agreement or any requirement hereunder is unreasonable, it may appeal the matter to the Public Service Commission of Wisconsin.

12. This Agreement shall become effective immediately upon the execution hereof and shall continue in effect until terminated by either party upon thirty (30) days prior written notice given to the other party. Company notification shall be to the Customer of record at the current listed mailing address on the billing account. Customer notification shall be to the Company's Service Manager or Energy Service Consultant.

13. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WISCONSIN ELECTRIC POWER COMPANY

By_____

_____
(WE representative name)

_____
(Customer signature)

_____
(Customer name)

_____

_____

(Customer Address)

Exhibit 1

CGS 6 Tariff Rates

Insert current CGS 6 tariff

Exhibit 2

CGS Power Purchase Terms

Insert current additional power purchase terms from tariffs.

Exhibit 3

Generation/Power Equipment Description

GENERATION/POWER EQUIPMENT DESCRIPTION

I. Generator

a) Power source (fossil, solar, wind, hydro, etc.) _____

_____

b) Manufacturer _____

Manufacturer's Address _____

c) Manufacturer's Reference Number, type or style _____

d) Nameplate Rating _____

- Generator Capacity _____ kW
- Output Voltage _____ V
- Number of Phases (one, three) _____
- Generator Type (Induction, Synchronous, Asynchronous) _____

  _____

- Generator Source (Wind, Hydro, Biomass, etc.) _____

  _____

e) Service Center: _____

f) We Energies Representative: _____

g) Phone Number: _____

II. Interface Circuit

This is the electrical circuit interposed between Wisconsin Electric Power Company service and the Customer's source of electrical supply. In the case of a D.C. generator, this circuit is sometimes referred to as the "synchronous inverter."

a) Manufacturer _____

Manufacturer's Address _____

b) Manufacturer's Reference Number _____

III. Requirement Prior To Execution/Signing of Contract

A one-line diagram of Customer's generation equipment to represent the following must be provided prior to entering into this agreement:

- The size of generator in KvA
- Print of common coupling to the utility isolation features provided to disconnect from the grid in case of loss of grid.
- Method of grounding
- Physical location of disconnect switch (describe).

Date on which one line diagram was provided: _____