

**SURPLUS ENERGY PURCHASE AGREEMENT
CUSTOMER BIOGAS GENERATION
2000 KW OR LESS**

This Agreement made this _____ day of _____, _____, by and between Wisconsin Electric Power Company d/b/a We Energies (referred to hereafter as 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 and desires to sell 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 by its equipment located on its property at _____.
2. The Company will receive and pay for such energy in accordance with the terms and conditions of the Company's Biogas Generating Systems – 2000 kW or Less Rate Schedule (CGS5) presently on file with the Public Service Commission of Wisconsin or Michigan, as applicable, 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. The Company will provide the appropriate meter with detents to record the energy sold to the Company. The Company will read the meter on a regular basis and will pay the Customer by check for the energy sold to the company during the billing period, less any monthly charges and plus any credits.
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 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.
6. 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.
7. 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.
8. Each of the parties shall indemnify, defend and hold harmless the other party, its officers, directors, employees and agents from and against any and all claims, suits, liabilities, damages, costs and expenses 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.
9. The Customer shall maintain liability insurance in the amount provided for in Wisconsin Admin. Code Chapter PSC 119.05, Table 119.05-1, or prove financial responsibility by another means mutually agreeable to the Customer and the Company. 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.
10. 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 or Michigan, depending upon the location of the Customer's equipment.
11. This Agreement is conditioned upon and shall not become effective until the required PSC standard Interconnection Agreement for the interconnection of Customer's generation equipment with Company's interconnection equipment at the property described in paragraph 1 of this Agreement has been duly executed (the "Distributed Generation Interconnection Agreement", PSC Form Number 6030). A copy of the executed Distributed Generation Interconnection Agreement shall be attached hereto as Exhibit 3.
12. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the respective parties hereto.

13. Upon execution of this Agreement and the Distributed Generation Interconnection Agreement, this Agreement will become effective immediately and shall continue in effect under the rules of the applicable tariff; provided, in the event the applicable tariff expires during the term of this Agreement, this Agreement shall terminate 15 years from the date written above. After the completion of the first year of the Agreement, the Customer may terminate the Agreement upon a 30 day written notice to the Company.

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 5 Tariff Rates

Exhibit 2

CGS Power Purchase Terms

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 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: _____