

Energy For Tomorrow[®] Power Partner Program Agreement

This Energy for Tomorrow[®] Power Partner Program Agreement (the "Agreement") is entered into as of the _____ day of _____, 200____, by and between Wisconsin Electric Power Company d/b/a We Energies, a Wisconsin corporation having a place of business at 231 W. Michigan Street, Milwaukee, WI 53203 (referred to hereafter as the "We Energies") and _____(the "Customer") located at _____.

WITNESSETH:

WHEREAS, I have had the Energy For Tomorrow[®] Power Partner Program (the "Program") offered by We Energies explained to me; and

WHEREAS, I wish to participate in the Program to supply renewable electric energy generated by customers using a solar photovoltaic system under We Energies Rate Schedule CGS-PV.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, I hereby agree to participate in the Program to supply renewable electric energy generated by my solar photovoltaic system under We Energies Rate Schedule CGS-PV and the following conditions:

1. I understand that the term "I" as used in this agreement shall be construed to mean "we" and the term "me" or "my" as used in this agreement shall be construed to mean "us" or "our", respectively, when appropriate to refer to more than one Participant or owner, in which case the singular tense shall be construed as being plural. I understand that when appropriate any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. I understand that a system determined to be eligible for participation in the Program will be referred to herein as a qualifying system (the "Qualifying System").
2. I understand that We Energies must pre-approve my system before I am eligible to interconnect and deliver energy to We Energies.
3. I acknowledge that my Qualifying System will have the rated output of "kW DC" as stated at the end of this Agreement. I also acknowledge that my system must meet the following conditions: (a) have its generation accredited by the Center for Resource Solutions for inclusion into We Energies' Energy for Tomorrow[®] Program as a system not installed before January 1, 1998; (b) have a minimum rated output of 1.5kW DC; and (c) have a maximum rated output of 15.0kW DC.
4. I understand that this agreement will become effective as of the date that We Energies accepts this agreement, as written below. I understand that I shall have twelve (12) months from the date of acceptance of this agreement to interconnect

and deliver energy to We Energies based on the terms set forth under We Energies Rate Schedule CGS-PV. This Agreement will remain in effect for ten (10) years after the date the Qualifying System is interconnected, unless sooner terminated as follows:

- (a) Upon the Customer's delivery of 60 days' written notice to We Energies;
 - (b) Upon the mutual written agreement of the parties at any time; or
 - (c) Upon We Energies' delivery of written notice to the Customer that it has determined, in its sole discretion, that any of the following conditions have occurred:
 - (i) my Qualifying System has generated less than an average of 10 kWh per month for a period of six (6) consecutive months;
 - (ii) my Qualifying System or its interconnection or safety equipment violate any applicable local, state, or federal codes or pose a safety hazard;
 - (iii) my interconnection or safety equipment ceases to comply with the requirements of section 6 below; or
 - (iv) my Qualifying System includes generation from a non-qualifying source.
5. I understand that the Program involves the purchase, installation, operation and maintenance of one additional meter (Generation Meter) at the Residence or Business, which will be provided by We Energies at a monthly meter charge as explained in Rate Schedule CGS-PV. Any repairs or replacements of the Generation Meter will be provided by We Energies, or its representative, at no cost to me. The Generation Meter will measure the AC energy output from my Qualifying System and will be the property of We Energies.
6. I understand that the purchase, installation, operation, maintenance, repair, or replacement of my Qualifying System and all interconnection and safety equipment required to connect my Qualifying System with We Energies' electric system will be my responsibility, provided at my cost and subject to the following requirements:
- (a) All interconnection and safety equipment must be listed by Underwriter Laboratory (UL) or Electrical Testing Laboratories to the appropriate UL standards for grid connected terrestrial power systems. Unlisted equipment or equipment listed for marine, telecom, or mobile/RV installations will not be acceptable; and

- (b) All equipment must include a lockable disconnect device easily accessible by We Energies and a standard watt-hour meter base for the Generation Meter. The meter base must be located at the same vertical level as the billing meter located at the Residence or Business (Billing Meter) and within one linear foot of the Billing Meter, or located as necessary to provide easy access to the Generation Meter and the Billing Meter simultaneously, and
 - (c) All Qualifying Systems must be manufactured (if a packaged system) and installed in compliance with all requirements of the latest edition of the National Electric Code (American National Standards Institute/National Fire Protection Association-70), and
 - (d) All installations must be permitted as required by law, certified by a licensed electrician and pass any applicable code inspections and
 - (e) All installations must comply with Michigan Public Service Commission Electric Interconnection Standards.
 - (f) The Customer shall execute and abide by the terms and conditions of a Interconnection and Operating Agreement, which shall set forth the rights, responsibilities, and obligations of We Energies and the Customer regarding the interconnection of the Qualifying System.
7. I agree to give We Energies, or its representative, access to the Residence or Business to conduct the initial review described above. Following the initial review, at any reasonable time, We Energies, or its representative, shall have access to the Residence or Business for the purpose of inspecting and/or testing the Qualifying System to ensure its continued safe and satisfactory operation, but such inspections shall not relieve me from my obligation to maintain the Qualifying System in a safe and satisfactory operating condition.
8. I understand that, upon termination of this agreement, We Energies will have the right to remove the Generation Meter from the Residence or Business at no cost to me.
9. I understand that electric service to me will continue to be subject to all applicable rules, regulations, and standard policies of We Energies.
10. I agree to release, indemnify and hold harmless We Energies and its agents and employees from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, or loss of life or property, sustained by me, my agents and family, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect, or failure of my Qualifying System or my interconnection and safety equipment. The obligations of this Section 10 shall survive termination of this agreement.

11. I understand that We Energies may publish or disclose to others information obtained from the Program or use my name for promotional purposes unless I inform them in writing not to. Notwithstanding this provision, We Energies may use or release such information to those employees or agents of We Energies or other parties necessarily involved in conducting the Program, including but not limited to regulatory agencies.
12. I understand that We Energies will have title to all of the associated renewable attributes produced by my Qualifying System. Renewable attributes include any and all local, state, federal, and/or international renewable resource credits, emissions credits, and/or offsets and any other environmentally related credits and/or offsets that are, or in the future will be, recognized by any governmental authority and attributed to the production of energy from renewable power.
13. I understand and acknowledge that this Agreement shall also serve as the Surplus Energy Purchase Agreement required by We Energies Rate Schedule CGS-PV.
14. Notices given under this agreement shall be deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

If to me:

If to We Energies:

We Energies
 Legal Department
 231 W. Michigan Street
 Milwaukee, WI 53203

The above listed names and addresses of either party may be changed by written notification to the other.

15. If ownership of the Residence or Business is transferred (or my tenancy in the Residence or Business is terminated), I will notify We Energies as soon as possible, and We Energies and I will agree upon the date on which this Agreement will be terminated.
16. I may not assign this Agreement in whole or in part without the prior written consent of We Energies, which consent will not be unreasonably withheld. This Agreement shall be binding on the personal representatives, heirs, successors, and any permitted assigns of me.
17. I understand that if I believe this Agreement or any requirement hereunder is unreasonable, I may appeal the matter to the Michigan Public Service Commission.

If you are in agreement with the terms and conditions stated above, please (1) sign your name, state your address, and provide the rated output of your system below; and (2) forward the agreement to:

We Energies Solar Buy-Back
Solar Programs Manager – P318
231 W. Michigan Street
Milwaukee, WI 53203

Participant

Address of Residence or Business

_____ kW DC (see Section 3 above)

If Participant is not the owner of the Residence or Business, the owner must also sign this agreement as set out below:

I am the owner of the Residence or Business in which the Generation Meter will be installed. I have had the Program explained to me, and I give my permission for the review of the interconnection of the Qualifying System at the Residence or Business. I will permit use of the Qualifying System in the Program as provided above. I will cooperate with the other parties participating in the Program as set out in this agreement.

Owner of Residence or Business

To be completed by We Energies:

Accepted and agreed to this _____ day of _____, 200 ____.

WISCONSIN ELECTRIC POWER COMPANY

By: _____

Title: _____