

WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

Revision 3 Sheet 135

Amendment No. 729

Effective In All Areas Served In Wisconsin

Rate Schedules CGS 1, CGS 2, CGS 6 & CGS 7

R

CUSTOMER GENERATING SYSTEMS (CGS)

CONDITIONS OF PURCHASE

- (1) A customer operating electric generating equipment shall not connect it in parallel with the Company's electrical system unless the customer has entered into a standard Distributed Generation Interconnection Agreement with the Company and the customer has provided, at customer's expense, protective and synchronizing equipment satisfactory to the Company.
- (2) The Customer must comply with the various applicable national, state and local electrical codes, rules and regulations; the electric service rules and regulations of the Company, as well as the requirements of Wisconsin Administrative Code Chapter PSC 119, including the insurance requirements set out in PSC 119. The Company may request proof of such compliance prior to initiation of service. Proof of such compliance consists of a municipal inspection certificate, or in locations where there is not municipal inspection, an affidavit furnished by the contractor or other person doing the work.
- (3) The Customer shall operate its electric generating equipment in such a manner that does not unduly affect the Company's voltage waveform. The Company, at its sole discretion, will determine whether the Customer's generating equipment satisfies this criteria.
- (4) The customer shall permit the Company, at any time as it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees or the accuracy of its metering equipment 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.
- (5) The customer shall permit Company employees to enter its property at any reasonable time for the purpose of inspecting and/or testing its equipment, facilities or apparatus to ensure its continued safe operation and the accuracy of the Company's metering equipment but such inspections shall not relieve the customer from its obligation to maintain the facilities in satisfactory operating condition.
- (6) Each of the parties shall indemnify and hold the other harmless 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 electric equipment, lines and other facilities.
- (7) The customer may simultaneously purchase energy from and sell energy to the Company.

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Revision 3 Sheet 136

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CUSTOMER GENERATING SYSTEMS (CGS)

(Continued from Sheet No.135)

CONDITIONS OF PURCHASE

- (8) The customer is obligated to pay all costs to interconnect its generation facility to Company's electrical system. Interconnection costs include, but are not limited to, those specified in PSC 119.08 as well as transformer costs, line extension and upgrade costs, metering costs and the cost of a second meter if an additional meter is required.
- (9) A customer whose aggregate electrical generating capacity is rated above 20 kilowatts has the option of negotiating a facility-specified buy-back rate designed to meet the customer's needs and operating characteristics. The Company will respond to the customer's proposal for a negotiated rate within 30 days of receipt of such a proposal. If the Company is unable to respond to the customer's proposal within 30 days, the Company shall inform the customer of (a) specific information needed to evaluate the customer's proposal, (b) the precise difficulty encountered in evaluating the customer's proposal, and (c) the estimated date by which the Company will respond. If the Company rejects the customer's proposal it will make a counter offer relating to the specific subject matter of the customer's proposal
- (10) In order for a customer to sell energy to the Company, a Surplus Energy Purchase Agreement between the customer and the Company is required.
- (11) The customer has the right to appeal to the Public Service Commission if the customer believes that the contract for Surplus Energy Purchase or Distributed Generation Interconnection for customer generating systems is unreasonable.

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CUSTOMER GENERATING SYSTEMS (CGS)

(Continued from Sheet No. 136)

CONDITIONS OF PURCHASE

- (12) Customers who wish to operate electric generation equipment in parallel with the Company's electrical system, and are using the bulk of the energy produced for their own purposes, but who do not wish to be placed on this or any other purchase tariff, nonetheless shall abide by these Conditions of Purchase (with the exception of Conditions of Purchase (7) and (9). In the case where the Company takes action to prevent existing Company metering facilities from recording any flow of energy from the customer's generation facilities into the Company's electrical system, the customer will receive no payment for any energy fed back into the Company's electrical system.

- (13) The customer may contract for supplementary, stand-by, and maintenance electrical service from the Company under the rate schedule corresponding to the customer's class of service. If a customer is billed on a rate schedule which has a separately identified demand charge, the demand charge assessed for maintenance service will be prorated to take into account the number of days the customer actually used Company service during the billing period.

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Revision 4 Sheet 138

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Rate Schedule CGS 1, CGS 2, CGS 6 & CGS 7

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CUSTOMER GENERATING SYSTEMS (CGS)

(Continued from Sheet No. 137)

CONDITIONS OF PURCHASE

- (14) For billing periods during which no energy was sold to the Company by a customer on Rate Schedule CGS 1 and the customer's bill would reflect only the facilities charge, the billing of such charge may be deferred until the next billing period during which energy is sold. If six consecutive billing periods pass during which no energy is sold to the Company by the customer on Rate Schedule CGS 1 or if such customer terminates service under this rate schedule, the Company may bill the customer for the deferred facilities charges.

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For CGS 1 Customers – Effective 1/1/2011

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- (15) The Customer will provide and maintain their own computer, with an internet connection and e-mail box, that can reliably operate the software (provided by Wisconsin Electric) for receipt of daily prices. Alternate communication channels, such as FAX, may be used if the electronic channel is temporarily not working.

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- (16) The Company shall have the right at any reasonable time to enter the customer's premises for the purpose of installation, inspection, repair, replacement or removal of software, computers, modems, printers, alarm equipment and/or any other equipment provided by the Company for this rate. The customer shall bear all risk of loss, damage, theft, or destruction of such equipment.

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- (17) Title to equipment provided by the Company shall remain in the Company and such equipment shall not become a part of the realty or a fixture, but at all times shall be and remain in the personal property of the Company regardless of the manner of installation in or attachment to the premises. The Company shall have the right, but not the obligation, to remove such equipment if the customer is no longer served under this rate.

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- (18) Customers will have the option of going off the CGS 1 at any time. However, once off, the customer will not be eligible for the CGS 1 rate for one year.

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