



Request for Application We Energies Solar Electric Photovoltaic Expected Performance-Based Buy-Down Program

Program Information

Section 1: Overview and Objectives

This program assists qualified We Energies electric customers with the installation of a solar electric photovoltaic system. Customer incentives are provided from We Energies Renewable Energy Development (RED) Program. Supporting solar photovoltaic installations helps We Energies demonstrate to customers the benefits of solar photovoltaic energy systems as well as gain knowledge about systems installed. The We Energies Solar Electric Photovoltaic Expected Performance-Based Buy-Down Program will be an upfront payment of \$.75 per kWh for the first year expected AC generation for system sizes of 1.5 kW-DC to 100 kW-DC. The generation will be determined by using the Focus on Energy estimated annual solar production calculation.

We Energies RED incentive money is distributed on a first-come, first-served basis and this program is limited to the first 500kW-DC. There is no guarantee that We Energies incentive money will be available throughout 2009 or that the same level of incentive will be available in 2010, thus applicants are encouraged to apply as soon as possible. Also, We Energies reserves the right, in its sole discretion, to decline any or all incentives.

Section 2: Solicitation Process

Responses to this program must be submitted in writing using the supplied application form and signed by an authorized officer or agent of the organization or household. Each response must adequately address and demonstrate that it satisfies the application requirements.

Application packets to We Energies will include:

1. A Completed We Energies - Solar Electric Photovoltaic Expected Performance-Based Buy-Down Application.
2. A copy of the completed and **APPROVED** Focus on Energy [Solar Electric Photovoltaic System Cash Back Reward Pre-Approval Application](#) or [Solar Electric Implementation Grant Application](#).
3. A copy of the project **APPROVAL LETTER** from Focus on Energy. (Customer will receive this letter once project has been approved and a Cash-Back Reward has been approved.)

Responses that are incomplete, missing components or not in conformity with the requirements of the Focus on Energy program will not be considered.

Mail or e-mail completed applications to:

We Energies Solar PV Program
Attn: Solar Programs Manager
231 W. Michigan St – P318
Milwaukee, WI 53203

Direct questions about the We Energies program to: 800-714-7777

Direct questions related to the Focus on Energy program to: 800-762-7077 or www.focusonenergy.com

After applicants have submitted an approved Focus on Energy application, approval letter and a completed We Energies application, We Energies will then:

- Award the appropriate incentive amount to the customer. Applicants will be notified of the application approval and reward amount through an approval letter from We Energies.
- After the installation has been completed the customer is responsible for sending a copy of the Focus on Energy Notice of Installation (NOI) and a copy of the Focus on Energy incentive check to We Energies. This will ensure that the project has passed all of the Focus on Energy requirements and all invoices have been paid. Once we receive the NOI and a copy of the check, a check from We Energies will be mailed to the applicant.

We Energies reserves the right, at its sole discretion, to accept a response that does not satisfy all requirements but which, in We Energies' sole judgment, sufficiently demonstrates the ability to satisfy the major requirements set forth in this program. We Energies also reserves the right to request additional information from any or all respondents to this program, or to ask for additional information or clarifications. All decisions by We Energies are final and are not subject to review by the applicant. We Energies reserves the right, in its sole discretion, to end this program at any time without prior notice or to not award any incentives if qualified proposals are not received.

Section 3: Program Details and Minimum Program Requirements

Eligibility: Applicants must be We Energies retail electric customers located in Wisconsin.

Program details:

1. The incentive will be \$.75 per kWh for the first year of expected AC generation.
2. The generation will be determined by using the Focus on Energy Estimated annual solar electric production calculation.
3. Eligible systems: grid-tied solar electric photovoltaic (PV) 1.5 to 100 kW-DC.
4. Second meter will be required to be connected on the line side of the electric service.
5. Net metered – keep in mind there is a 20 kW maximum to get the retail rate credit for any excess energy exported to the grid. For any excess generation from a system larger than 20 kW other issues come into play; for example, rate tariff CGS-1 would be applicable over 20 kW.
6. We Energies will own all the renewable energy attributes (RECs) from the generation for the first ten years of production.
7. All systems must be installed and interconnected within one year of date of acceptance of the program application.
8. This program is limited to the first 500 kW-DC accepted program applications.
9. All installations must comply with Wisconsin Administrative Code Chapter PSC 119 for interconnecting distributed generation facilities.
10. All applicants must abide by the Terms and Conditions set forth on Attachment A, which are incorporated herein.

ATTACHMENT A

Terms and Conditions

WHEREAS, I have had the Solar Electric Photovoltaic Expected Performance-Based Buy-Down Program (the "Program") offered by Wisconsin Electric Power Company d/b/a We Energies ("We Energies") explained to me.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, I hereby agree to participate in the Solar Electric Photovoltaic Expected Performance-Based Buy-Down Program under the following conditions:

1. I understand that the term "I" as used in this document shall be construed to mean "we" and the term "me" or "my" as used in this document 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 these Terms and Conditions 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 approve my Solar Electric Photovoltaic Expected Performance-Based Buy-Down Program Application Packet ("Application") 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 "kilowatt DC" or "kW DC" as stated in my Application. I also acknowledge that my system must meet the following conditions: (a) have a minimum rated output of 1.5 kW-DC; and (b) have a maximum rated output of 100.0 kW-DC.
4. I understand that my Application will become an effective agreement as of the date that We Energies accepts my Application. I understand that I shall have twelve (12) months from the date of acceptance of my Application to interconnect the Qualifying System and deliver energy to We Energies based on the terms set forth under We Energies Rate Schedule CGS-1 or CGS-2, unless sooner terminated upon the delivery of written notice by We Energies to the participant that it has determined, in its sole discretion, that any of the following conditions have occurred:
 - (a) Qualifying System has generated less than an average of 10 kWh per month for a period of six (6) consecutive months;
 - (b) Qualifying System or its interconnection or safety equipment violate any applicable local, state, or federal codes or pose a safety hazard;
 - (c) Interconnection or safety equipment ceases to comply with the requirements of section 6 below; or
 - (d) 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 cost. This cost will be determined by the applicable meter charge for your rate class. 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. There will be a monthly facilities charge for the Generation Meter for a Qualifying System with a capacity greater than 20 kW.

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 Wisconsin Administrative Code Chapter PSC 119 for interconnecting distributed generation facilities.
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 electric service to me will continue to be subject to all applicable rules, regulations, and standard policies of We Energies.
9. 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 9 shall survive termination of this agreement.
10. 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.
11. I understand that We Energies will have title to all of the associated renewable attributes produced by my Qualifying System for the first ten (10) years of production. 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.

12. 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 applicants mailing address.
13. I may not assign the Solar Electric Photovoltaic Expected Performance-Based Buy-Down Program Agreement in whole or in part without the prior written consent of We Energies, which consent will not be unreasonably withheld. The Solar Electric Photovoltaic Expected Performance-Based Buy-Down Program Agreement shall be binding on the personal representatives, heirs, successors, and any permitted assigns of me.
14. I understand that if I believe this Agreement or any requirement hereunder is unreasonable, I may appeal the matter to the Public Service Commission of Wisconsin.