

**SURPLUS ENERGY PURCHASE AGREEMENT
CUSTOMER GENERATION
CGS DS-VP WISCONSIN
AGGREGATE CAPACITY OF 2 MEGAWATTS TO 15 MEGAWATTS**

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

WHEREAS, the Customer has installed equipment on its property for the generation of electric energy for its own purpose with an aggregate rating of 2MW to 15 MW; and

WHEREAS, the Company has authorized the Customer to connect such equipment to the Company's electrical distribution system via a Company generation meter; and

WHEREAS, the Customer expects to generate electric energy and desires to sell all of that energy to the Company.

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the parties 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 _____. The technical characteristics of such equipment are shown on Exhibit 1, attached hereto and made a part hereof. The Customer will indicate the aggregate nameplate capacity of its equipment on Exhibit 1.
2. The Company will receive and credit the Customer's bill for such energy in accordance with the terms and conditions of the Company's Customer Generating Systems – Direct Sale – Variable Price 2MW to 15MW Rate Schedule (CGS DS-VP) 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 2 and 3 and made a part hereof.
3. The Customer shall notify the Company at least thirty (30) days prior to initiating any changes to its generating equipment as required in PSC 119 rules. This notification is accomplished by submitting a revised standard application form as described on the Company's web site. 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. The Customer agrees to submit a new application to the Company for changes to the equipment or nameplate capacity.

4. 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.
5. The Company allows the interconnection of Customer's generation equipment with Company's interconnection equipment at the property described in paragraph 1 of this Agreement subject to the terms and conditions set forth in (1) the Wisconsin Administrative Code Chapter 119, (2) the completed Distributed Generation Application (PSC Forms 6027 or 6028) as approved by the Company and (3) the Distributed Generation Interconnection Agreement (PSC Forms 6029 or 6030). A copy of the Distributed Generation Interconnection Agreement shall be attached hereto as Exhibit 4.
6. 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.
7. Upon execution of this Agreement and the Distributed Generation Interconnection Agreement, this Agreement shall become effective immediately hereunder and shall continue in effect until terminated by the Customer upon thirty (30) days prior written notice given to the Company or, by the Company in accordance with Section 10 of the Distributed Generation Interconnection Agreement. 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 Central Group, using the methods stated for submitting distributed generation application forms as found on the Company website.
8. In the event the Customer opts to discontinue participation in this CGS DS-VP rate and terminates this Agreement, the Customer will not be eligible to participate in the CGS DS-VP rate for a period of one (1) year from the date of termination of this Agreement.
9. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the respective parties hereto. However, in the event the property described in paragraph 1 is sold, this Agreement shall terminate and the new owner must apply for service as described on the Company's website. Customer agrees to provide thirty (30) days prior written notice to Company's Central Group as described in paragraph 7 of any such sale of the property.

[Signature page follows.]

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

COGS EVAL REVIEW / COMMISSIONING INFORMATION FORM

Exhibit 2

CGS DS-VP Rate Schedule

Exhibit 3

CGS Conditions of Purchase

Exhibit 4

Distributed Generation Interconnection Agreement