

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter, on the Commission's own motion,	)	
to approve procedures and forms for use with the	)	Case No. U-15919
interconnection and net metering programs.	)	
_____	)	

At the May 26, 2009 meeting of the Michigan Public Service Commission in Lansing,  
Michigan.

PRESENT: Hon. Orjiakor N. Isiogu, Chairman  
Hon. Monica Martinez, Commissioner  
Hon. Steven A. Transeth, Commissioner

**ORDER**

On May 1, 2009, the Michigan Regulated Electric Utility Service Providers (providers) filed an application seeking approval of the following uniform forms for Category 1 interconnection and net metering projects: (1) application for net metering, (2) application for interconnection, (3) interconnection and parallel operating agreement, and (4) alternative single combined application covering both net metering and interconnection.<sup>1</sup>

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<sup>1</sup>The providers include the Michigan Electric and Gas Association on behalf of its member electric utilities [Alpena Power Company, Edison Sault Electric Company, Indiana Michigan Power Company, Upper Peninsula Power Company, We Energies, Wisconsin Public Service Corporation and Northern States Power Company, a Wisconsin corporation and wholly-owned subsidiary of Xcel Energy, Inc.], The Detroit Edison Company, Consumers Energy Company and the Michigan Electric Cooperative Association, on behalf of its member electric cooperatives serving retail electric customers [Alger-Delta Cooperative, Cherryland Electric Cooperative, Cloverland Electric Cooperative, Great Lakes Energy Cooperative, HomeWorks Tri-County Electric Cooperative, Midwest Energy Cooperative, Ontonagon County Rural Electrification Association, Presque Isle Electric & Gas Coop and Thumb Electric Cooperative].

1999 AC, R 460.615 (Rule 15) requires each electric utility to file applications for approval of proposed interconnection procedures and forms within 90 days of the effective date of the rules or by July 3, 2009, whichever date is sooner.<sup>2</sup> A subsequent Commission notice issued on April 7, 2009 amended the rules and extended the date from July 3 to August 3, 2009.

However, the Commission found that interconnection and net metering for Category 1 projects (only) should be made available on an expedited basis and included the following requirements in its March 18, 2009 order in Case No. U-15803 (March 18 order):

The Commission observes that there is a great deal of immediate and long-standing demand for interconnection and net metering for small projects (category 1, 20 kilowatts or less), and finds that access to the program, for this category, should be accelerated. *See*, R 460.601a(f). No later than May 4, 2009, all electric utilities shall file proposed interconnection applications, interconnection agreements, and net metering applications, and alternative electric suppliers (AES) shall file proposed net metering applications, *for category 1 projects only*, in a new docket opened today for the purpose of receiving these filings, in Case No. U-15919. March 18, 2009 order, pp. 2-3.

As required by the March 18 order, the providers submitted a standard interconnection application form, a standard net metering form, and a standard interconnection agreement. The providers have requested authority to make slight modifications to the standard forms to reflect the identification and characteristics of the particular utility using the forms.

Although the March 18 order states that the Commission seeks separate application forms for net metering and interconnection of Category 1 projects, the providers state in their application that a single combined form is already in use for the smallest projects under the existing program and that a combined single application would be an effective form for Category 1 under the new interconnection and net metering rules. A proposed single application form to cover both net

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<sup>2</sup>In a separate order issued today, the Commission adopts electric interconnection and net metering standards. *See*, Case No. U-15787.

metering and interconnection matters was also submitted by the providers for consideration as an alternative to separate application forms.

Rule 15 requires the Commission to provide a 30-day comment period before approving the applications for interconnection procedures. The interconnection and net metering application and interconnection and parallel operating agreement are part of the interconnection procedures that must be filed for Commission approval within 90 days after the effective date of the rules or by August 3, 2009, whichever date is earlier. The Commission Staff recommends that the Commission approve the providers' interconnection and net metering application and interconnection and parallel operating agreement on an interim basis until the interconnection procedures are approved.

The Commission finds that it is reasonable for the providers to make slight modifications to the standard forms to reflect the identification and characteristics of the particular utility using the form and grants the providers such authority.

The Commission has reviewed both the combined interconnection and net metering application form and the separate interconnection and net metering application forms and concludes that both the combined and separate application forms should be approved on an interim basis. The Commission notes that there may be circumstances where a customer who proposes to interconnect with the utility distribution system is also a customer of an alternative electric supplier (AES). In that case, the applicant would need to file separate applications for interconnection and net metering to the utility and the AES, respectively.

The Commission has reviewed the uniform interconnection and parallel operating agreement filed by the providers and finds that two minor modifications, as indicated on Exhibit D, should be made to ensure compliance with the rules in regard to project testing. With these modifications,

the uniform interconnection and parallel operating agreement meets the requirements of the rules for Category 1 projects and is satisfactory for use during the interim period until interconnection procedures are approved.

The Commission would like to commend the providers for their efforts to submit a single joint filing in this case. The use of a statewide, uniform interconnection and net metering application form and interconnection and parallel operating agreement for Category 1 projects will benefit all parties involved with interconnection and net metering.

Approval of the interconnection and net metering application and interconnection and parallel agreement will not result in an increase in the cost of service to Michigan ratepayers; therefore, pursuant to MCL 460.6a, the Commission may approve the application without providing notice or opportunity for hearing.

THEREFORE, IT IS ORDERED that:

A. The Michigan Regulated Electric Utility Service Providers are granted authority to make slight modifications to the standard forms to reflect the identification and characteristics of the particular utility using the forms.

B. The application form for interconnection of Category 1 projects, attached as Exhibit A, is approved.

C. The application form for net metering of Category 1 projects, attached as Exhibit B, is approved.

D. The combined application for net metering and interconnection of Category 1 projects, attached as Exhibit C, is approved.

E. The uniform interconnection and parallel operating agreement, attached as Exhibit D, is approved

F. The above applications and agreement are immediately effective for use until such time that the Michigan Regulated Electric Utility Service Providers' interconnection procedures are approved.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, under MCL 462.26.

MICHIGAN PUBLIC SERVICE COMMISSION

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Orjiakor N. Isiogu, Chairman

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Monica Martinez, Commissioner

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Steven A. Transeth, Commissioner

By its action of May 26, 2009.

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Mary Jo Kunkle, Executive Secretary

# GENERATOR INTERCONNECTION APPLICATION

EXHIBIT A

AGGREGATE GENERATOR OUTPUT 20 kW OR LESS

## Electric Utility Contact Information

Utility Name  
Interconnection Coordinator  
Utility Street Address  
Utility Street Address  
Interconnection Hotline: XXX.XXX.XXXX  
Interconnection Email: xxxx@xxx.com

## Customer / Account Information

### Electric Utility Customer Information: ( As shown on utility bill )

Customer Name ( Last, First, Middle):

Customer Mailing Address:

Customer Phone Number:

Customer E-Mail Address: ( optional )

Electric Service Account #

Electric Service Meter Number:


## Generation System Site Information

Physical Site Service Address (if not Billing Address):

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Attached Site Plan:

Attached Electrical One-Line Drawing:

Page # --
Page # --

## Generation System - Manufacturer Information

System Type ( Solar, Wind, Biomass, Fuel Cell, Geothermal, etc ):

Generator Type ( Inverter, Induction, Synchronous ):

Generator Nameplate Rating:

A.C. Operating Voltage:

Wiring Configuration ( Single Phase, Three Phase ):

Certified Test Record No.(Testing to standard UL1741 scope 1.1a)


### Inverter Based Systems:

Manufacturer

Model ( Name / Number )

Inverter Power Rating (kW)


### Induction & Synchronous Based Systems

Manufacturer

Model ( Name / Number )


**GENERATOR INTERCONNECTION APPLICATION**

**AGGREGATE GENERATOR OUTPUT 20 kW OR LESS**

**Installation Information**

**Project Single Point of Contact: ( Electric Utility Customer, Developer, or other )**

Name:

Company ( If Applicable ):

Phone Number:

E-Mail Address:

Requested In Service Date:

Licensed Contractor ( Name of Firm or Self ):

Contractor Name ( Last, First, MI ):

Contractor Phone #:

Contractor E-Mail:

**Customer and Contractor Signature and Fees**

**Attach \$75 Interconnection Application Fee**

(Check # / Money Order # )

( Sign and Return complete application with Application Fee to Electric Utility Contact )  
**To the best of my knowledge, all the information provided in this Application Form is complete and correct.**

\_\_\_\_\_  
Customer Signature

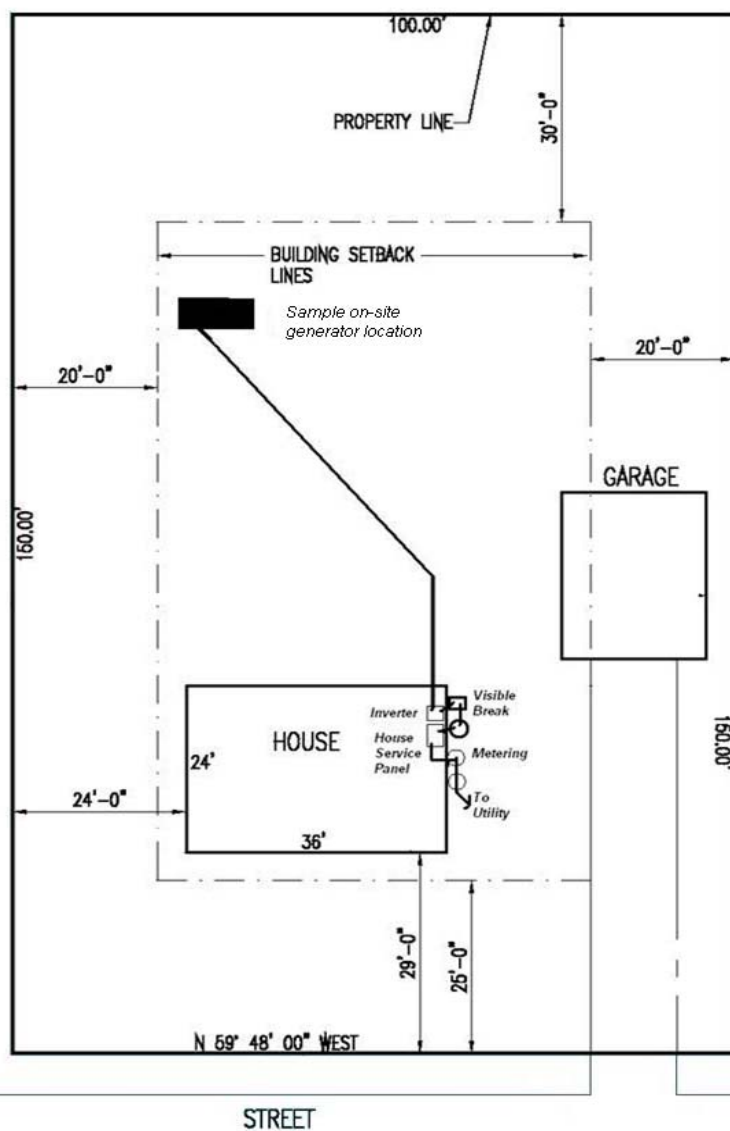
\_\_\_\_\_  
Contractor Signature (if applicable)

Note: Refer to the applicable "Michigan Electric Utility Generator Interconnection Requirements" for a detailed explanation of the Interconnection Process and Technical Requirements.

## SITE PLAN

CITY/TOWN

SIGNATURE
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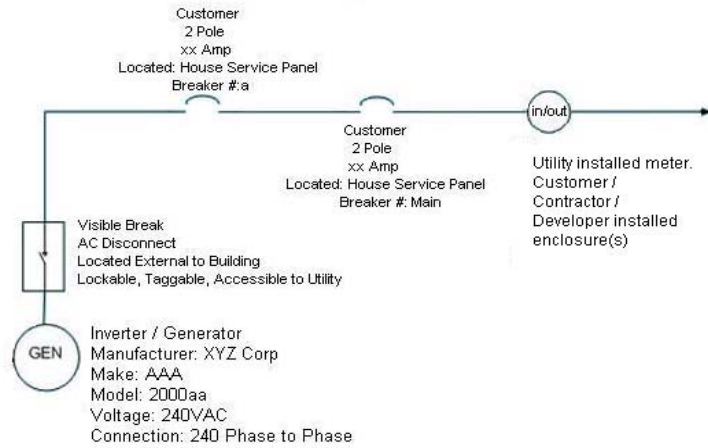


**Note: Legible hand drawn site plans are acceptable**



# Sample One-Line Drawing

## UL 1741 Scope 1.1A Compliant



Legible Hand Drawn One-Line is  
acceptable

# NET METERING APPLICATION

# EXHIBIT B

## Electric Utility Contact Information

Utility Name  
Interconnection Coordinator  
Utility Street Address  
Utility Street Address  
Interconnection Hotline: XXX.XXX.XXXX  
Interconnection Email: xxxx@xxx.com

## For office use only

Application No. \_\_\_\_\_  
Date & Time Application Received

## Customer / Account Information

### Electric Utility Customer Information: ( As shown on utility bill )

Customer Name ( Last, First, Middle):

Customer Mailing Address:

Customer Phone Number:

Customer E-Mail Address: ( optional )

Electric Service Account #

Electric Service Meter Number:

Are you interested in selling Renewable Energy Credits (REC's)?

☐ Yes ☐ No

Do You Have an Alternative Electric Supplier ☐ Yes ☐ No Name:

Notes:: Enter name ONLY if your energy is supplied by a 3rd party, not the utility.

You must apply to both the Distribution Utility and your Alternate Energy Provider (if applicable) for Net Metering

## Generation System Site Information

Interconnection Application Number, if known

Physical Site Service Address (if not Billing Address):

Annual Site Requirements Without Generation in KIlloWattHours

kWh/year

Peak Annual Site Demand in Kilowatts (only for customers billed on demand rates)

kW

## Generation System Information

System Type ( Solar, Wind, Biomass, Fuel Cell, Geothermal, etc ):

Generator Nameplate Rating:

kW

Expected Annual Output in KIlloWattHours

kWh/year

## Customer Signature and Fees

Attach \$25 Net Metering Application Fee

(Check # / Money Order # )

( Sign and Return complete application with Application Fee to Electric Utility Contact )  
To the best of my knowledge, all the information provided in this Application Form is complete and correct.

Customer Signature

**GENERATOR INTERCONNECTION APPLICATION**  
**FOR ALL PROJECTS WITH AGGREGATE GENERATOR OUTPUT 20 kW OR LESS**  
**Also Serves as Application for Category 1 Net Metering**

**EXHIBIT C**

**Electric Utility Contact Information**

Utility Name  
Interconnection Coordinator  
Utility Street Address  
Utility Street Address  
Interconnection Hotline: XXX.XXX.XXXX  
Interconnection Email: xxxx@xxx.com

**Customer / Account Information**

**Electric Utility Customer Information: ( As shown on utility bill )**

Customer Name ( Last, First, Middle):

Customer Mailing Address:

Customer Phone Number:

Customer E-Mail Address: ( optional )

Electric Service Account #

Electric Service Meter Number:


**Are you applying for the Net Metering Program?**    ☐ Yes    ☐ No

**Are you interested in selling Renewable Energy Credits (REC's)?**    ☐ Yes    ☐ No

**Will you have an Alternative Electric Supplier?**    ☐ Yes    ☐ No

**Name:**

Notes:    Enter name ONLY if your energy is supplied by a 3rd party, not the utility.

You must apply to both the Distribution Utility and your Alternate Energy Provider (if applicable) for Net Metering

**Generation System Site Information**

Physical Site Service Address (if not Billing Address):

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Annual Site Requirements Without Generation in Kilowatthours

Peak Annual Site Demand in Kilowatts (only for customers billed on demand rates)

	kWh/year
	Kw

Attached Site Plan:

Attached Electrical One-Line Drawing:

Page # --
Page # --

**GENERATOR INTERCONNECTION APPLICATION**  
**FOR ALL PROJECTS WITH AGGREGATE GENERATOR OUTPUT 20 kW OR LESS**  
**Also serves as application for category 1 Net Metering**

**Generation System - Manufacturer Information**

System Type ( Solar, Wind, Biomass, Fuel Cell, Geothermal, etc ):  
Generator Type ( Inverter, Induction, Synchronous ):  
Generator Nameplate Rating:  
Expected Annual Output in Kilowatthours  
A.C. Operating Voltage:  
Wiring Configuration ( Single Phase, Three Phase ):  
Certified Test Record No.(Testing to standard UL1741 scope 1.1a)

kW
kWh/year

**Inverter Based Systems:**

Manufacturer  
Model ( Name / Number )  
Inverter Power Rating (kW)

kW

**Induction & Synchronous Based Systems**

Manufacturer  
Model ( Name / Number )


**Installation Information**

**Project Single Point of Contact: ( Electric Utility Customer, Developer, or other )**

Name:  
Company ( If Applicable ):  
Phone Number:  
E-Mail Address:


Requested In Service Date:

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Licensed Contractor ( Name of Firm or Self ):  
Contractor Name ( Last, First, MI ):  
Contractor Phone #:  
Contractor E-Mail:


**Customer and Contractor Signature and Fees**

- ☐ Attached \$75 Interconnection Application Fee or  
☐ Attached \$100 combined Interconnection & Net Metering Program application fees  
( \$75 Interconnection Application Fee plus \$25 fee required if selecting net metering )

(Check # / Money Order # )

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( Sign and Return complete application with Application Fee to Electric Utility Contact )  
To the best of my knowledge, all the information provided in this Application Form is complete and correct.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Contractor Signature (if applicable)

Note: Refer to the applicable "Michigan Electric Utility Generator Interconnection Requirements" for a detailed explanation of the Interconnection Process and Technical Requirements.

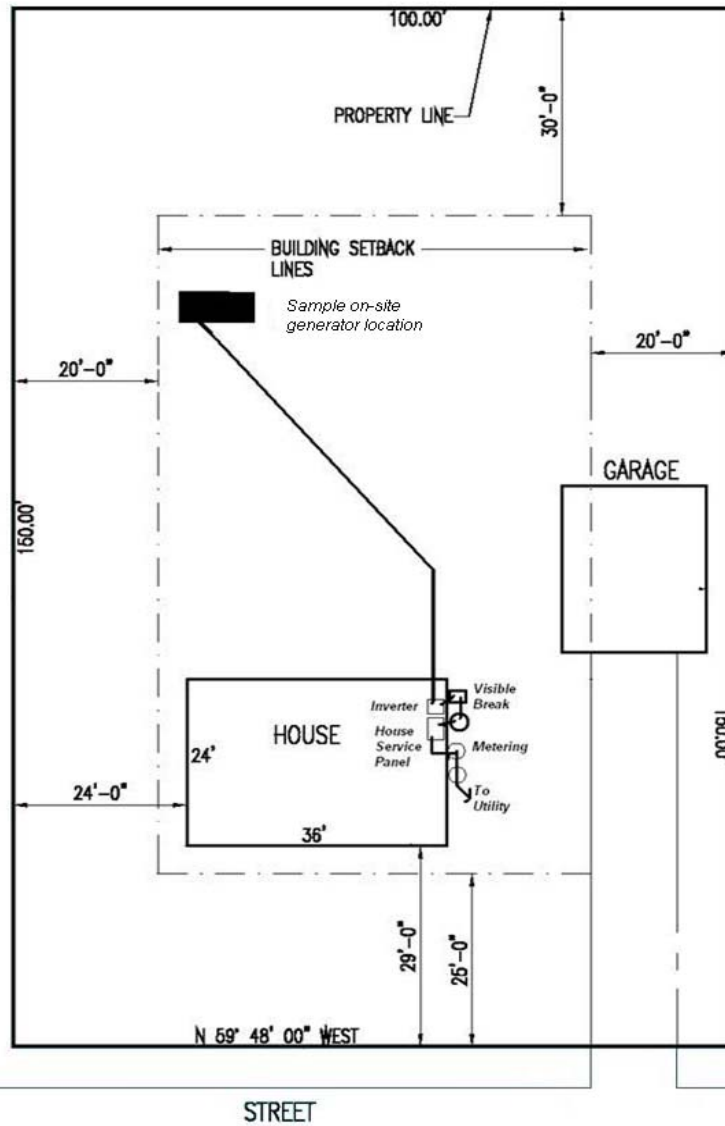
# SITE PLAN

APPLICANT

ADDRESS

CITY/TOWN

SIGNATURE

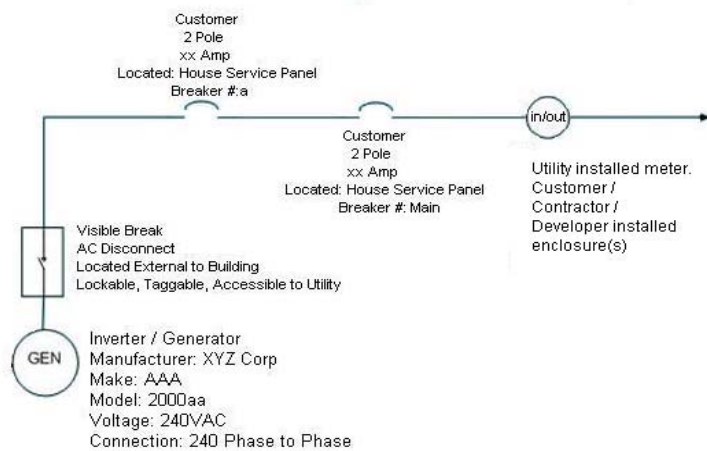


[http://www.cis.state.mi.us/platmaps/sr\\_subs.asp](http://www.cis.state.mi.us/platmaps/sr_subs.asp)

**Note:** Legible hand drawn site plans are acceptable

## Sample One-Line Drawing

### UL 1741 Scope 1.1A Compliant



Legible Hand Drawn One-Line is  
acceptable

**INTERCONNECTION AND PARALLEL OPERATING AGREEMENT  
FOR CATEGORY 1 PROJECTS (INVERTER BASED - 20kW OR LESS)**

This Interconnection and Parallel Operating Agreement (“Agreement”) is entered into on \_\_\_\_\_ (insert date of last signature from page 8) by \_\_\_\_\_ (the “Utility”), \_\_\_\_\_ (the “Customer”), and (if applicable under Paragraph 5) \_\_\_\_\_ (the “Property Owner”). Utility and Customer are sometimes also referred to in this Agreement collectively as “Parties” or individually as “Party.” Customer shall be the “Project Developer” as used in and for purposes of the applicable Michigan Electric Utility Generator Interconnection Requirements (“Interconnection Requirements”) approved by the Michigan Public Service Commission (“Commission”).

**I. RECITALS**

- A. Customer is an electric service customer of Utility in good standing and has submitted a Generator Interconnection Application (“Application”) to Utility.
- B. Customer desires to interconnect an electric generating facility with maximum capacity of 20 kilowatts (“kW”) or less (the “Customer Facility”) with Utility’s electric distribution system and operate the Customer Facility in parallel with Utility’s distribution system, under the Utility’s Interconnection Requirements for Category 1 (20kW or less) projects, as defined in the Electric Interconnection and Net Metering Standards approved by the Commission (the “Standards”).
- C. For purposes of this Agreement, “interconnect” means establishing a connection between a non-utility generating resource (in this case, the Customer Facility) and Utility’s distribution system. “Operate in parallel” means generating electricity from a non-utility resource (in this case, the Customer Facility) that is connected to Utility’s system. In all cases, terms shall have the meaning as defined in the Standards.
- D. Interconnection of the Customer Facility with Utility’s distribution system is subject to this Agreement, the Application, the Interconnection Requirements, the Standards and applicable utility tariffs approved by the MPSC.
- E. This Agreement does not address any purchase or sale of electricity between Utility and Customer nor does it create any agency, partnership, joint venture or other business arrangement between or among Utility, Customer and/or Property Owner.

## II. AGREEMENT

NOW THEREFORE, in consideration of the above recitals, the mutual covenants contained herein and for good and valuable consideration, the Parties agree as follows:

### 1. Description of Customer Facility

- 1.1 The Customer Facility must be built with the following ratings, which shall not be changed without thirty (30) days advance written notice to Utility according to the notice requirements herein:

Photovoltaic/Solar ("PV") Array Rating: \_\_\_\_\_ kW  
Certified Test Record Number (UL1741 Scope 1.1A): \_\_\_\_\_ kW  
Wind Turbine (WT) Rating: \_\_\_\_\_ kW  
Hydroelectric Turbine (HT) Rating: \_\_\_\_\_ kW  
Fuel Cell (FC) Rating: \_\_\_\_\_ kW  
Other (specify type and rating): \_\_\_\_\_ kW  
Service Type (circle one): Single Phase / Three Phase  
Voltage Level: \_\_\_\_\_  
Equipment Specifications: Make: \_\_\_\_\_ Model: \_\_\_\_\_

- 1.2 Customer Facility Location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Street Address, City, State, Zip)

If Customer is not the owner of the property identified above, the Property Owner must sign this Agreement for the purposes indicated in Paragraph 5.

- 1.3 Customer's Utility service account number: \_\_\_\_\_

Property Owner's Utility service account number  
(if applicable): \_\_\_\_\_

- 1.4 The Customer Facility is planned to be ready for parallel operation on or about: \_\_\_\_\_ (insert date)

### 2. Interconnection Facilities

If it is necessary for Utility to install certain interconnection facilities ("Interconnection Facilities") and make certain system modifications in order to establish an interconnection between the Customer Facility and Utility's distribution system, the Interconnection facilities and modifications shall be described to the Customer.



3. **Design Requirements, Testing and Maintenance of Customer Facility**

- 3.1 Customer shall be responsible for the design and installation of the Customer Facility and obtaining and maintaining any required governmental authorizations and/or permits, which may include, but shall not be limited to, easements to clear trees, and necessary rights-of-way for installation and maintenance of the Utility Interconnection Facilities. Customer shall reimburse Utility for its costs and expenses to acquire such easements / permits.
- 3.2 Customer shall, at its sole expense, install and properly maintain protective relay equipment and devices to protect its equipment and service, and the equipment and system of Utility, from damage, injury or interruptions, and will assume any loss, liability or damage to the Customer Facility caused by lack of or failure of such protection. Such protective equipment specifications and design shall be consistent with the applicable Interconnection Requirements. Prior to the Customer Facility operating in parallel with Utility distribution system, Customer shall provide satisfactory evidence to Utility that it has met the Interconnection Requirements, including but not limited to the receipt of approval from the local building/electrical code inspector.
- 3.3 At its own expense, Customer shall perform operational testing at least five (5) days prior to the installation of any Interconnection Facilities by Utility. ~~Customer shall contact Utility and arrange for a mutually agreeable time for performing these tests.~~ Utility may send qualified personnel to the Customer Facility to inspect the facility and observe the testing. Upon completion of such testing and inspection and prior to interconnection Customer shall provide Utility with a written report explaining all test results, including a copy of the generator commissioning test report.

Protective relay equipment shall be tested every two (2) years (unless an extension is agreed to by Utility) to verify the calibration indicated on the latest relay setting document issued by Utility. ~~Tests may be conducted or witnessed by Utility at Customer's sole expense.~~ The results of such tests shall be provided to Utility in writing for review and approval. Utility may, at any time and at its sole expense, inspect and test the Customer Facility to verify that the required protective equipment is in service, properly maintained, and calibrated to provide the intended protection. This inspection may also include a review of Customer's pertinent records. Inspection, testing and/or approval by Utility or the omission of any inspection, testing and/or approval by Utility pursuant to this Agreement

shall not relieve the Customer of any obligations or responsibility assumed under this Agreement.

- 3.4 Customer shall operate and maintain the Customer Facility in a safe and prudent manner and in conformance with all applicable laws and regulations. Customer shall obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer Facility.

#### 4. **Disconnection**

Utility shall be entitled to disconnect the Customer Facility from Utility's distribution system, or otherwise refuse to connect the Customer Facility, if: (a) Customer has not complied with any one of the technical requirements contained in the applicable Interconnection Requirements, (b) the electrical characteristics of the Customer Facility are not compatible with the electrical characteristics of Utility's distribution system, (c) an emergency condition exists on Utility's distribution system, (d) Customer's protective relay equipment fails, (e) Utility determines that the Customer Facility is disrupting service to any Utility customer, (f) disconnection is required to allow for construction, installation, maintenance, repair, replacement, removal, investigation, inspection or testing of any part of Utility's facilities, (g) if a required installation (*e.g.*, telephone line) fails or becomes incapacitated and is not repaired in a timely manner, as determined by Utility, or (f) Customer commits a material breach of this Agreement.

#### 5. **Access to Property**

- 5.1 At its own expense, Customer shall make the Customer Facility site available to Utility. The site shall be free from hazards and shall be adequate for the operation and construction of the Interconnection Facilities. Utility, its agents and employees, shall have full right and authority of ingress and egress at all reasonable times on and across the property at which the Customer's Facility is located, for the purpose of installing, operating, maintaining, inspecting, replacing, repairing, and removing the Interconnection Facilities. The right of ingress and egress shall not unreasonably interfere with Customer's or (if different) Property Owner's use of the property.
- 5.2 Utility may enter the property on which the Customer Facility is located to inspect, at reasonable hours, Customer's protective devices and read or test meters. Utility will use reasonable efforts to provide Customer or Property Owner, if applicable, at least 24 hours' notice prior to entering said property, in order to afford Customer or Property Owner the opportunity to remove any locks or other encumbrances to entry; *provided, however*, that Utility may enter the property without notice

(removing, at Customer's expense, any lock or other encumbrance to entry) and disconnect the Interconnection Facilities if Utility believes that disconnection is necessary to address a hazardous condition and/or to protect persons, Utility's facilities, or the property of others from damage or interference caused by Customer's Facility.

- 5.3 By executing this Agreement, Property Owner consents to and agrees to provide access to its property on which the Customer Facility is located to Utility as described in this section, but does not assume or guarantee other performance obligations of the Customer under this Agreement.

6. **Indemnity and Liability**

- 6.1 Unless caused by the sole negligence or intentional wrongdoing of the other Party, each Party to this Agreement shall at all times assume all liability for, and shall defend, hold harmless, and indemnify the other Party and its directors, officers, employees, and agents from, any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses: (a) for injury to or death of any person or persons whomsoever occurring on its own system, or (b) for any loss, destruction of or damage to any property of third persons, firms, corporations or other entities occurring on its own system, including environmental harm or damage, or (c) arising out of or resulting from, either directly or indirectly, its own Interconnection Facilities, or (d) arising out of or resulting from, either directly or indirectly, any electric energy furnished to it hereunder after such energy has been delivered to it by such other Party. The provisions of this Section shall survive termination or expiration of this Agreement.
- 6.2 The provisions of this Section 6 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 6.3 Notwithstanding anything in this Section, or any other provision of this Agreement to the contrary, any liability of a Party to the other Party shall be limited to direct actual damages, and all other damages at law or in equity are hereby waived. Under no circumstances shall a Party be liable to the other Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits. The indemnification obligations and limits on liability in this Section shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any event or condition giving rise to an indemnification obligation that occurred prior to such expiration or termination.

7. **Breach and Default**

A breach of this Agreement (“Breach”) shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement, if the Standards or the Interconnection Requirement. Upon a Breach by one Party, the non-breaching Party shall give written notice of such Breach to the breaching Party. The Party in Breach shall have 30 days from the date of the written notice to cure the Breach. If a Breach is not cured within the 30-day period provided for herein, the Party in Breach shall be deemed in default (“Default”). The non-defaulting Party shall then have the right to terminate this Agreement by written notice, shall be relieved of any further obligations hereunder, and may pursue any and all remedies available to it at law or in equity.

8. **Governing Law**

This Agreement shall be interpreted, governed, and construed under the laws of Michigan.

9. **Amendment, Modification or Waiver**

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

10. **Notices**

Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Written notice is effective within 3 days of depositing the notice in the United States mail, first class postage prepaid. Personal notice is effective upon delivery. Written notice of any address changes shall be provided. All written notices shall refer to the Customer’s Utility account number, as provided in Section 1 of this Agreement. All written notices shall be directed as follows:

Notice to Utility:

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Notice to Customer:

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Notice to Property Owner (if different than Customer):

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11. **Term of Agreement and Termination**

This Agreement shall become effective upon execution by all Parties and, if applicable, the Property Owner, and it shall continue in full force and effect until terminated upon thirty (30) days' prior notice by either Party, upon Default of either Party as set forth in Section 7, upon mutual agreement of the Parties, or upon a change in ownership of either the Customer Facility or the property at which the Customer Facility is located absent a valid assignment under Section 14.

12. **Entire Agreement**

This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties hereto.

13. **No Third Party Beneficiary**

The terms and provisions of this Agreement are intended solely for the benefit of each Party, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

14. **Assignment and Binding Effect**

This Agreement shall not be assigned by a Party without the prior written consent of the other Party. Any attempt to do so will be void. Subject to the preceding, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns. Customer agrees to notify Utility in writing upon the sale or transfer of the Customer Facility. This Agreement shall terminate upon such notice unless Utility consents to an assignment.

15. **Severability**

If any provision of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable; or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding or enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

16. **Signatures**

The Parties to this Agreement hereby agree to have two originals of this Agreement executed by their duly authorized representatives. This Agreement is effective as of the later (or latest) of the dates set forth below.

***UTILITY***

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***CUSTOMER***

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***PROPERTY OWNER (IF APPLICABLE)***

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# P R O O F   O F   S E R V I C E

STATE OF MICHIGAN    )

Case No. U-15919

County of Ingham        )

Mignon Middlebrook being duly sworn, deposes and says that on May 26, 2009 A.D. she served a copy of the attached Commission orders by first class mail, postage prepaid, or by inter-departmental mail, to the persons as shown on the attached service list.

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Mignon Middlebrook

Subscribed and sworn to before me  
this 26th day of May 2009

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Sharron A. Allen  
Notary Public, Ingham County, MI  
My Commission Expires August 16, 2011



Service List U-15919

James A. Ault  
Michigan Electric & Gas Association  
3073 Summergate Lane  
Okemos MI 48864

Joseph J. Baumann  
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# P R O O F   O F   S E R V I C E

STATE OF MICHIGAN    )

Case No. U-15919

County of Ingham        )

Lisa Felice being duly sworn, deposes and says that on May 26, 2009 A.D. she served a copy of the attached **Commission Order (Commission's Own Motion) via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).

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Lisa Felice

Subscribed and sworn to before me  
this 26<sup>th</sup> day of May 2009

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Sharron A. Allen  
Notary Public, Ingham County, MI  
My Commission Expires August 16, 2011

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