

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter, on the Commission's own motion,)	
to approve a standard agreement for use)	Case No. U-21543
with level 1, 2, and 3 interconnection.)	
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At the July 23, 2024 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Katherine L. Peretick, Commissioner
Hon. Alessandra R. Carreon, Commissioner

ORDER

Background

On April 24, 2023, the Commission issued an order in Case No. U-20890 adopting the Interconnection and Distributed Generation Standards (also known as the MIXDG rules). The MIXDG rules, Mich Admin Code, R 460.901a *et seq.*, became effective on April 25, 2023. On February 8, 2024, the Commission issued an order in Case Nos. U-21455 *et al.* (February 8 order), indicating that the level 1 and 2 interconnection agreement that the Commission adopted in the December 20, 2012 order in Case No. U-15919 is out of date and unaligned with the MIXDG rules. The Commission attached a proposed standard level 1, 2, and 3 interconnection agreement for projects up to 550 kilowatts (kW) to the February 8 order and invited interested persons to submit comments and reply comments on the proposed agreement. Initial comments were due no later than 5:00 p.m. (Eastern time (ET)) on

March 27, 2024, and reply comments were due no later than 5:00 p.m. (ET) on April 26, 2024.

Northern States Power Company (NSP-W), Upper Michigan Energy Resources Corporation (UMERC), Consumers Energy Company (Consumers), DTE Electric Company (DTE Electric), and Indiana Michigan Power Company (I&M) filed initial comments. Michigan Energy Innovation Business Council (EIBC) with Advanced Energy United (United), together as EIBC/United, and Consumers filed reply comments.

This order briefly summarizes the initial comments and reply comments, responds to the recommendations therein, and adopts a level 1, 2, and 3 interconnection agreement.

Initial Comments

NSP-W states in its comments its request for revised liability language in Section 7.1 of the Commission Staff's (Staff's) draft interconnection agreement, reasoning that the language as is conflicts with NSP-W's C2.11 tariff in that the proposed language is much broader and would expose NSP-W to greater legal and financial risk. NSP-W proposes that Section 7.1 be revised to read as follows: "Each Party to this Agreement shall at all times assume liability as governed by the utility's effective tariff, terms, and conditions." NSP-W's initial comments, p. 2. Alternatively, NSP-W suggests that the Commission adopt the standard interconnection agreements used in Wisconsin and approved by the Public Service Commission of Wisconsin, as quoted below:

Subject to the limitations set forth in this Section, and to the extent allowable by law, each Party to this Agreement shall indemnify, hold harmless and defend the other Party, its officers, directors, employees and agents from and against any and all claims, suits, liabilities, damages, costs and expenses (including without limitation, reasonable attorneys and expert witness fees) for damage to property, or injury to, or death of, any individual, including the employees, officers, directors and agents of the indemnified Party or any other third parties, to the extent caused wholly or in part by the negligence or the intentional wrongdoing of the indemnifying Party. Notwithstanding anything in this Section or in any other provision of this Agreement to the contrary, the liability of each Party to this

Agreement 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. Applicant's and Public Utility's indemnification obligations under this Section and the limits upon their respective liability 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.

Id. NSP-W also expresses support for UMERC's comments regarding Sections 8, 12, 21, and Exhibit 1 of the Staff's proposed Level 1, 2, and 3 interconnection agreement. *Id.*, p. 3.

In its initial comments, UMERC addresses Sections 8, 12, 21, and 23, and Exhibit 1 to the proposed interconnection agreement. Beginning with Section 8 pertaining to Insurance, UMERC states Section 8 omits what the utility may do if the customer does not maintain their insurance policy as required. UMERC suggests that the utility could maintain a policy on behalf of the customer and charge the customer the premium of that policy, but stated that this option places an administrative cost and burden on utilities. Alternatively, UMERC recommends adding additional language to Section 8 stating that a customer's failure to maintain insurance coverage as required may be treated as a breach pursuant to Section 11 of the proposed interconnection agreement. UMERC's initial comments, pp. 1-2.

Moving on to Section 12, UMERC suggests expanding the language to include easement(s) related to the distributed energy projects and how those easements would be treated upon retirement of the distributed energy resources (DERs). Turning to the signature requirements in Sections 21 and 23, UMERC points out that Section 23 allows for electronic submission of a signature while Section 21 requires a physical signature. UMERC attests that obtaining physical signatures would be burdensome and asks that the Commission delete Section 21 and merge the relevant language of Section 21 with Section 23. Lastly, regarding Exhibit 1 attached to the proposed interconnection agreement entitled, "Description of the Distributed Energy Resource,"

UMERC requests further clarification as to what should be included in this document. Specifically, UMERB asks whether the following would be sufficient: (1) a narrative description of the DER, (2) a one-line diagram of the DER, or (3) something else envisioned by the Commission. UMERB's initial comments, pp. 2-3.

In its initial comments, Consumers addresses several provisions of the proposed interconnection agreement and includes an attachment with its proposed redline version as Exhibit A to its comments. First, with respect to the Recitals portion of the proposed interconnection agreement, Consumers requests that the definition of "operate in parallel" not be limited to use with generators that operate for longer than 100 milliseconds. Consumers also points out that Paragraph F of Recitals repeats the first sentence of Paragraph D and recommends that the Commission delete the repeated sentence. Consumers' initial comments, pp. 1-2. Regarding Sections 3.7 and 3.8 pertaining to Protective Equipment, Consumers states that it has concerns over its ability to update voltage schedules or protective systems over time but notes that its concerns will depend on provisions in Exhibit 6 and whether the Commission proposes a standard Exhibit 6 or allows a utility to complete this exhibit based on its own circumstances. For Section 3, Consumers recommends that the title for this section be changed to "Design Requirements, Testing, and Maintenance of DER," and recommends a similar change in Section 19. Consumers' initial comments, p. 2.

For Section 5, Consumers recommends adding protections for storm events, equipment failures, technical issues that are not consistent with interconnection procedures, or non-routine work and explains the necessity of each addition. Consumers also recommends and explains the necessity of adding language that states that noncompliance with interconnection procedures, including non-routine work, could result in disconnection. Consumers' initial comments, p. 3.

Turning to Section 7.1 pertaining to Indemnity, Consumers opposes its adoption, arguing that: (1) mutual indemnification is not appropriate for an interconnection agreement because it is not a mutually beneficial business relationship, (2) the use of the “sole negligence” standard raises proportional negligence issues, and (3) the parties to the agreement are free to negotiate a mutual indemnification provision should they enter into a mutually beneficial business relationship with comparable risks. Consumers’ initial comments, pp. 3-6.

For Section 8 pertaining to Insurance, Consumers comments that the proposed provision is lacking: (1) a requirement for the interconnection customer to include the company or its employees as Additional Insured status in the customers’ liability insurance policy, (2) a primary insurance provision, and (3) an option for Consumers to increase the required insurance limit based on the Consumers Price Index (CPI). Further, Consumers states that it does not actively collect insurance certificates and does not intend to purchase insurance on behalf of its customers. *Id.*, pp. 6-7. For Section 12–Retirement, Consumers recommends that the last sentence of Section 12 assign the cost of removal to the interconnection customer. Consumers then proposes that the language for its current Standard Level 1, 2, and 3 Interconnection Agreement be used rather than the Staff’s proposed Section 14.2 pertaining to Modification. *Id.*, pp. 7-8. Consumers also contends that Section 21–Signature is redundant with Section 22 and in conflict with Section 23 and recommends its removal. Lastly, Consumers reserves its right to further comment on any standard exhibits once they are proposed. *Id.*, pp. 8-9.

DTE Electric’s comments consist of a redline version of the proposed interconnection agreement with its proposed changes and accompanying explanations. This redline version is available for review in the docket. DTE Electric also includes its Exhibit 1 entitled, “Description of Distributed Energy Resource”.

First, DTE Electric proposes to add “with certified equipment” to the title of the interconnection agreement, reasoning that the interconnection agreement should apply only to DG program-sized equipment and fully tested standardized equipment. The company also reflects this proposal in Section 1–Recitals. Additionally, in Section 1–Recitals, DTE Electric adds “and/or storage resource” to the first sentence of paragraph C, adds “among other things” to the first sentence of Paragraph D, and asks the Commission to remove the first sentence of Paragraph F because it is duplicative of the stated terms of Paragraph D.

In the Agreement portion, DTE Electric makes several revisions beginning with adding applicability to its Exhibits 3, 4, 5, and 6. In Section 3 pertaining to Design Requirements, Testing, and Maintenance of Customer Facility, DTE Electric adds to Section 3.2, “and/or to the equipment and system of the Utility or other customers[,]” explaining that the utility should not be responsible for damage caused by the interconnection customer’s failure to install and maintain protective equipment. DTE Electric’s comments, Exhibit A, p. 2. In Section 3.3, DTE Electric adds a five-day review period between operational testing and installation to allow the company time to review the customer’s DER configuration prior to installation. DTE Electric adds to Section 3.4 that the interconnection customer’s testing of protective equipment shall be at the customer’s expense. In Section 3.6, DTE Electric clarifies that communications hardware as well as software shall be maintained by the interconnection customer. In Section 3.7, DTE Electric adds that power quality such as harmonics, flicker, and phase imbalance must also be maintained by the interconnection customer. *Id.*, pp. 3-4.

In Section 5 pertaining to Disconnection, DTE Electric provides examples of the types of work that may require disconnection of a DER and adds a provision clarifying various types of protection failures that may require disconnection, including unsafe operation, protective relay

equipment failure, or operation that is incompatible with the electrical characteristics of the utility's distribution system. In Section 7 pertaining to Liability and Indemnity, DTE Electric contends that it is more appropriate for the interconnection customer to indemnify and hold harmless the utility and provides a revised version of Section 7.1. In Section 8—Insurance, DTE Electric requests that the utility be added as an additional insured to the customer's liability insurance. *Id.*, pp. 4-7.

In its initial comments, I&M states its preference for using the interconnection agreement that it filed for approval in Case No. U-21467, explaining that adopting a Michigan-specific form will result in additional cost, effort, and administrative burden. Notwithstanding its preference, I&M recommends that if the Commission adopts a standard agreement, it should adopt a Standard level 1 and 2 agreement as opposed to an agreement for Level 1, 2, and 3. I&M also requests that the Commission consider additions to Paragraph 3.7 of the proposed agreement to allow Exhibit 6 to be amended for customer changes in DER facilities or the use of them, i.e., aggregation. I&M's initial comments, pp. 1-2.¹

I&M also includes a redline version of its proposed changes to the proposed agreement in Attachment A to its comments, which is available for review in the docket. First, in Section 1.1 of the Agreement provisions, I&M revises the proposed agreement to state that the DER may only be modified as permitted under Section 14 of the agreement. In Section 2 pertaining to Interconnection Facilities, I&M adds “or transmission” to include connection to the utility's transmission system in addition to distribution system. I&M's initial comments, Attachment A, p. 2. In Section 5 pertaining to Disconnection, I&M removes “by mutual agreement” from

¹ While I&M's comments are not paginated, the Commission references page numbers in natural order beginning with the first page of the comments.

Paragraph c. *Id.*, p. 4.

In Section 6 pertaining to Access to Property, I&M revises the first sentence of Section 6.1 to add “including obtaining from other entities all necessary rights to provide Utility with the required access.” *Id.*, p. 5. I&M also adds the following sentence to Section 6.3: “If Utility can not [sic] access the property, customer is responsible for providing appropriate access at the customer cost.” *Id.* Regarding Section 8—Insurance, I&M comments that, pursuant to Mich Admin Code, R 460.986(6),² for Level 3 projects, the utility may include in its interconnection procedures terms and conditions that should be specified in the customer’s general liability insurance. I&M asks that this be incorporated into the proposed agreement if the agreement remains applicable to Level 3 DERs. I&M recommends that the paragraph in Section 8 pertaining to the evidence of insurance coverage be revised or removed. I&M contends that this paragraph as written is burdensome to the utility because: (1) utility personnel are not qualified or trained to monitor customer insurance issues; (2) it is inefficient to place the responsibility for receiving, reviewing, and storing evidence of a customer’s insurance on the utility; and (3) the utility has no effective method to assess whether the customer is maintaining proper insurance. *Id.*, p. 6.

In Section 13 pertaining to Governing Law, I&M proposes to add a sentence stating that any action, suit, or proceeding arising from the interconnection agreement be litigated in a court located within Michigan. In Section 16 pertaining to Term of Agreement and Termination, I&M proposes several changes to the language including removing “may terminate the agreement” and comments that the paragraph also be revised to address the scenario where the electric account holder of a premises is not the owner of the premise or the DER. I&M’s initial comments,

² In its initial comments, I&M erroneously cited to MCL 460.986(6). However, the correct citation is to the MIXDG rules, Mich Admin Code, R 460.986(6).

Attachment A, p. 9. I&M reasons that whoever is operating or benefiting from the DER should be a party to an agreement with the utility and that premises becoming rental properties is a reality that should be addressed in the standard agreement. Lastly, in Section 19–Assignment and Binding Effect, I&M proposes to add a 30-day notice period so that it is explicitly stated that a utility can disconnect if the customer does not sign a new agreement or an extension of the agreement. *Id.*

Reply Comments

In its reply comments, Consumers expresses support for DTE Electric’s position regarding the indemnity provision in the proposed interconnection agreement and contends that it is more appropriate to indemnify and hold the utility harmless for all damages, losses, judgments, and costs arising from the installation or operation of the interconnection customer’s project.

Consumers’ reply comments, p. 1.

EIBC/United submit reply comments addressing comments regarding the mutual indemnification and insurance provisions of the proposed interconnection agreements. Speaking first to mutual indemnification, EIBC/United explain that interconnection customers are legally entitled to connect to a utility’s grid and that these DER systems provide a benefit in return by way of increased capacity and resource diversification. EIBC/United state that mutual indemnification aids in allocating risk fairly between the parties and incentivizes risk mitigation. In response to DTE Electric’s and Consumers’ opposition to mutual indemnification, EIBC/United argue that requiring only the interconnection customer to indemnify unequally distributes risk and liability and unfairly burdens the interconnection customer. EIBC/United dismiss as meaningless Consumers’ claim that the parties are free to negotiate mutual indemnification provisions because the utility holds more leverage. EIBC/United add that Consumers’ reference to its Standard Offer

PPA as an example of negotiation is misleading because the Standard Offer PPA was approved by the Commission in a settlement agreement in Case No. U-18090. EIBC/United's reply comments, pp. 1-3.

Turning to the Insurance provisions, EIBC/United contend that adding the utility and its employees as additional insureds to the interconnection customer's liability insurance policy could lead to administrative complexities, conflicts, difficulties in resolving claims by creating a conflict of interest, increased premiums, or a refusal by the insurance company to offer coverage. In response to Consumers, EIBC/United add that requiring the interconnection customer's insurance policy to serve as primary coverage unfairly shifts the liability burden on to the interconnection customer, which may discourage participation. Lastly, EIBC/United oppose adjustment to the required insurance limits based on the CPI because such an adjustment is not contemplated in the MIXDG rules, may lead to unpredictable fluctuation, and is not necessarily reflective of the potential cost of a claim. *Id.*, pp. 4-5.

Discussion

As an initial matter, the Commission thanks the participants in this docket for their comments and reply comments on the proposed interconnection agreement. The Commission addresses the comments below.

a. Indiana Michigan Power Company

The Commission finds I&M's proposed revision to Section 1.1–Description of DER to be reasonable and accepts this change as it modifies the provision to reference Section 14–Amendment, Modification, or Waiver.

The Commission rejects I&M's proposed revision to Section 2–Interconnection Facilities to add transmission systems to the provision. The MIXDG rules and the interconnection agreement

are applicable to an electric utility's distribution system which aligns with the Commission's jurisdiction. *See*, MCL 460.6. The Federal Energy Regulatory Commission has jurisdiction over wholesale electric transmission sales and tariffs; thus, the inclusion of transmission systems in Section 2 is not appropriate. *See*, 16 USC § 824.

The Commission rejects I&M's proposal to remove "by mutual agreement" from Section 5(c) pertaining to Disconnection. The Commission finds that it is appropriate to include termination by mutual agreement of the parties as a reason for disconnection and that the other paragraphs of Section 5 set out instances where disconnection may not be mutual. Therefore, I&M's concern that termination may not be mutual is addressed by the other paragraphs of Section 5.

The Commission finds I&M's proposal to add to the first sentence of Section 6.1 "including obtaining from other entities all necessary rights to provide Utility with the required access" to be reasonable and adopts this revision. The Commission also finds I&M's revision to Section 6.3 to be reasonable. The Commission agrees that this addition ensures that the utility can access the property as required to access the DER and that the customer is responsible for the cost of providing access.

The Commission finds I&M's proposal to revise Section 8—Insurance to reflect the language of Mich Admin Code, R 460.986(6) is reasonable. Therefore, the Commission adopts this recommendation and adds the following to Section 8: "For Level 3 projects, the Utility may describe in its interconnection procedures required terms and conditions that must be specified in the general liability insurance." However, the Commission rejects I&M's second proposed change to Section 8 regarding the customer providing evidence of insurance coverage to the utility. This provision does not impose a duty on the utility to monitor or maintain the customer's insurance coverage records but rather grants the utility the ability to review for its own purposes. However,

the Commission finds that revision to this paragraph is warranted based upon UMERC's comments, described below. Therefore, the Commission revises the paragraph to read as follows:

For Level 3 DERs, evidence of insurance coverage on a certificate of insurance shall be provided to the Utility when requested by the Utility. Interconnection Customer shall immediately provide the Utility written notice if the policy is cancelled or substantial changes are made that affect the additional insured. At the Utility's request, Interconnection Customer shall provide a copy of the policy to the Utility.

The Commission rejects I&M's proposed additions to Section 13—Governing Law. The Commission finds that the provision as written is sufficient to ensure that the parties to the interconnection agreement are aware that Michigan law governs the terms of the agreement for any action, dispute, or suit arising directly or indirectly from the interconnection agreement.

The Commission rejects I&M's proposed changes to Section 16. The Commission finds that the proposed interconnection agreement aligns with the definitions of interconnection agreement and interconnection customer set forth in the MIXDG rules. Further, the Commission finds that I&M has not sufficiently explained or supported its reasoning for its proposed change.

The Commission rejects I&M's recommended addition of a 30-day notice requirement in Section 19 as such a requirement imposes an overly restrictive timeline on the interconnection customer and may result in unnecessary disconnections following the sale or transfer of a customer facility.

b. DTE Electric Company

The Commission finds DTE Electric's proposed change to the title of the interconnection agreement to be reasonable for the reasons stated by DTE Electric, and thus, adopts this revision. The Commission also agrees that the project number for each respective DER project should be added to the interconnection agreement as doing so will further clarify the project to which the agreement applies.

The Commission rejects DTE Electric's proposed revisions to Paragraph B of the Recitals provision in the proposed agreement. However, the Commission finds that a reference to the applicable standards to incorporate the definition of certified equipment under the Mich Admin Code, R 460.901a(l) is appropriate and incorporates this revision. To encompass terms used elsewhere in the agreement referring to a customer project, the Commission also finds it appropriate to add "customer facility" to Paragraph B. The Commission also rejects DTE Electric's proposed revision to Paragraph B because the use of "or subsequent editions" is not consistent with the MIXDG rules. The Commission also rejects the addition of "storage" to Paragraph C because DER, as defined in Mich Admin Code, R 460.901a(r), includes energy storage and therefore, DTE Electric's addition is unnecessary. The Commission rejects DTE Electric's proposed addition to Paragraph D as the Commission finds that the proposed language appropriately encompasses the applicable requirements, rules, and laws, and DTE Electric has not explained its proposed revision. The Commission agrees with DTE Electric's comment that the first sentence of Paragraph F is redundant and therefore, adopts the recommendation to remove the first sentence.

The Commission finds DTE Electric's revision to Section 1.1 to be reasonable to the extent that the Commission agrees that it is advisable to include the complete list of exhibits which may be applicable to the DER project. Therefore, the Commission partially adopts DTE Electric's suggestion to include the exhibits but otherwise rejects DTE Electric's other changes to Section 1.1.

The Commission declines to adopt DTE Electric's proposed revision to Section 3.2—Design Requirements, Testing, and Maintenance of Customer Facility as the Commission finds that the provision as drafted properly assigns the duty to properly install and maintain protective

equipment and devices and the liability for damage is appropriately assigned via the terms of this section as well as in Section 7–Liability and Indemnity. The Commission declines to adopt DTE Electric’s revision to Section 3.3, finding that this proposed requirement goes beyond the timing requirements set forth in the MIXDG rules regarding operational testing. *See*, Mich Admin Code, R 460.966. As to DTE Electric’s revision to Section 3.4, the Commission finds DTE Electric’s addition of “at its own expense” to be reasonable but declines to adopt the change from a four-year testing cycle to a two-year cycle. The Commission finds that a four-year cycle is adequate to ensure the proper operation of protective equipment, and DTE Electric has not explained why a four-year cycle is inadequate. The Commission finds DTE Electric’s proposal to add “hardware” to Section 3.6 to be reasonable and adopts this revision. Regarding DTE Electric’s revision to Section 3.7, the Commission finds that this change is better suited for adoption in Exhibit 6–Additional Exceptions, Clarifications, and Special Conditions, which DTE Electric and any other utility is free to do. As discussed, below, the utilities are free to format the exhibits as necessary to ensure they have the information needed from the interconnection customer.

Regarding DTE Electric’s proposed changes to Section 5, the Commission declines to adopt these revisions. The Commission finds that the provisions in Section 5 reflect the requirements of the MIXDG rules and, therefore, maintains the language in Section 5 as drafted. *See*, Mich Admin Code, R 460.978. The Commission also declines to adopt DTE Electric’s revisions to Section 7. The Commission finds that the proposed interconnection agreement as currently drafted appropriately assigns liability and indemnification responsibilities between the parties to the agreement and is consistent with the liability and indemnity provisions of the previous Level 1 and 2 interconnection agreement.

The Commission finds that DTE Electric’s proposed revision to add the utility as an additional

insured for Level 3 projects is reasonable for the reasons explained by the company and that it is consistent with the MIXDG rules. *See*, Mich Admin Code, R 460.986(2). Thus, the Commission adopts this revision to Section 8–Insurance. As to DTE Electric’s comment regarding Exhibit 1, the Commission clarifies that the exhibits were developed to ensure that the utility has all of the information it needs to perform the necessary reviews of DER projects for interconnection. The exhibits may be formatted by the utility to ensure that all necessary information is in the exhibit.

c. Consumers Energy Company

The Commission declines to adopt Consumers’ proposal to revise the Recitals provision of the agreement to not be limited for use with generators that operate for longer than 100 milliseconds. The Commission finds that the current Recitals provision is consistent with the MIXDG rules and that Consumers’ proposed change is better addressed and evaluated in the next proceeding to update the MIXDG rules. As to Consumers’ suggestion regarding the first sentence of Paragraph F of the Recitals, the Commission adopts this change as noted above.

As to Consumers’ recommendations to change the titles of Sections 3 and 19, the Commission finds Consumers’ revisions to be reasonable for the reasons stated by Consumers and adopts these changes.

With respect to Consumers’ concerns regarding Sections 3.7 and 3.8, the Commission clarifies that the utility may update the formatting in Exhibit 6 (and any of the exhibits) as necessary such that information to be included in the exhibit by the interconnection customer is sufficient for the utility’s needs.

Regarding Consumers’ proposed changes to Section 5, the Commission declines to adopt these revisions. As stated above, the Commission finds that the provisions in Section 5 reflect the requirements of the MIXDG rules and therefore, maintains the language in Section 5 as drafted.

See, Mich Admin Code, R 460.978. Similarly, the Commission declines to adopt Consumers' recommendation for Section 7. The Commission finds that the proposed interconnection agreement as currently drafted appropriately assigns liability and indemnification responsibilities between the parties to the agreement and is consistent with the liability and indemnity provisions of the previous Level 1 and 2 interconnection agreement.

As noted above, the Commission adopts the recommendation to add the utility as an additional insured for Level 3 projects in Section 8. However, the Commission declines to adopt Consumers' recommendation to align increases in the required insurance limit with the CPI as such an alignment is not included in the MIXDG rules. *See*, Mich Admin Code, R 460.986. This recommendation is better raised in the next proceeding to update the MIXDG rules. Similarly, the Commission finds that Consumers' recommendation regarding Section 12–Retirement should be addressed and evaluated in the next proceeding to update the MIXDG rules, and, as such, the Commission declines to adopt the recommendation here.

As to Consumers' proposed revision to Section 14–Amendment, Modification, or Waiver, the Commission finds Consumers' change to be unnecessary at this time and will address the need for such language in the future.

With respect to Consumers' comment regarding Section 21–Signatures, the Commission agrees that Section 21 should be removed and adopts this change.

d. Upper Michigan Energy Resources Corporation

With respect to UMEREC's concerns about the insurance provisions in Section 8, the Commission revises the paragraph, as recited above, such that a utility is not required to purchase insurance on behalf of the customer. Further, the Commission finds that UMEREC's concerns are addressed in Section 5–Disconnection and Section 11–Breach and Default which, respectively, set

forth the circumstances in which the utility may disconnect the DER and when a party is in breach of the interconnection agreement.

The Commission declines to adopt UMERC's suggestion pertaining to Section 3 as the Commission finds that the interconnection agreement is not the appropriate avenue to dictate the terms of the easement and that the treatment of the easement upon DER retirement is likely to be in the terms of the easement itself.

The Commission finds UMERC's suggestion regarding the requirement for an electronic signature to be reasonable and adopts the suggestion for the removal of Section 21–Signatures, as stated above.

As to UMERC's request for clarification of the Commission's expectations for the exhibits, the Commission again clarifies that the exhibits were developed to ensure that the utility has all of the information it needs to perform the necessary reviews of DER projects for interconnection. The exhibits may be formatted by the utility to ensure that all necessary information is in the exhibit.

e. Northern States Power Company-Wisconsin

The Commission declines to adopt NSP-W's recommendations and proposed revisions to Section 7–Liability and Indemnity. The Commission finds that the proposed interconnection agreement as currently drafted appropriately assigns liability and indemnification responsibilities between the parties to the agreement and is consistent with the liability and indemnity provisions of the previous Level 1 and 2 interconnection agreement.

f. Michigan Energy Innovation Business Council with Advanced Energy United

Regarding EIBC/United's support for mutual indemnification in its reply comments, the Commission agrees that mutual indemnification is appropriate and maintains the provision as set

out in Section 7–Liability and Indemnity. However, the Commission declines to adopt EIBC/United’s recommendation against including the utility as an additional insured in the customer’s liability insurance policy. As stated above, the Commission finds this to be an appropriate revision to the interconnection agreement and to be consistent with the MIXDG rules for level 3 projects.

Consistent with the discussion above, the Commission adopts the Interconnection Agreement for Level 1, 2, and 3 DER projects attached to this order as Exhibit A. To clearly depict the changes adopted in this order, the Commission has also attached a red line version of the Interconnection Agreement showing the changes adopted with this order from the proposed interconnection agreement attached to the February 8 order. The red line version is attached as Exhibit B to this order.

THEREFORE, IT IS ORDERED that the Standard Level 1, 2, and 3 Interconnection Agreement for Projects up to 550 kilowatts with Certified Equipment, attached to this order as Exhibit A, is 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, pursuant to MCL 462.26. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel.

Electronic notifications should be sent to the Executive Secretary at LARA-MPSC-Edockets@michigan.gov and to the Michigan Department of Attorney General – Public Service Division at hugheys@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General – Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

Daniel C. Scripps, Chair

Katherine L. Peretick, Commissioner

Alessandra R. Carreon, Commissioner

By its action of July 23, 2024.

Lisa Felice, Executive Secretary

**STANDARD LEVEL 1, 2, AND 3 INTERCONNECTION AGREEMENT
FOR PROJECTS UP TO 550 KW WITH CERTIFIED EQUIPMENT
BETWEEN**

_____ (UTILITY)

AND

_____ (INTERCONNECTION CUSTOMER)

_____ (PROJECT NUMBER)

This Interconnection Agreement (“Agreement”) is entered into on _____ by _____ (the “Utility”), _____ (the “Interconnection Customer”), and (if applicable under Paragraph 6) _____ (the “Property Owner”) with project number _____ assigned by Utility. Utility and Interconnection Customer are sometimes also referred to in this Agreement collectively as “Parties” or individually as “Party.” The Interconnection Customer may be the “Project Developer” or “Applicant” as used in and for purposes of the applicable Michigan Electric Utility Interconnection Procedures (“Interconnection Procedures”) approved by the Michigan Public Service Commission (“Commission”).

I. RECITALS

- A. Interconnection Customer is an electric service customer of Utility in good standing and has submitted a Generator Interconnection Application (“Application”) to Utility.
- B. Interconnection Customer desires to interconnect a distributed energy resource (DER or Customer Facility) with a maximum capacity of 550 kilowatts (“kWac”) or less utilizing a certified inverter pursuant to R 460.901a.(l) with Utility’s electric distribution system and operate the DER in parallel with Utility’s distribution system, under Utility’s Interconnection Procedures for Level 1, 2, and 3 projects, as defined in the Michigan Public Service Commission’s (“Commission”) Interconnection and Distributed Generation Standards (the “Standards”), as applicable.
- C. For purposes of this Agreement, “interconnect” means establishing a connection between a non- utility DER and Utility’s distribution system. “Operate in parallel” means the operation, for longer than 100 milliseconds, of a DER while connected to the energized distribution system that is connected to Utility’s system. In all cases, terms shall have the meaning as defined in the Standards.
- D. Interconnection of the DER with Utility’s distribution system is subject to this Agreement, the Application, the Interconnection Procedures, the Standards and utility tariffs approved by the MPSC, as applicable. Interconnection of the DER is also subject to local, county, and state requirements for applicable permits, inspections, and other requirements.
- E. This Agreement does not address any purchase or sale of electricity between Utility and Interconnection Customer, nor does it create any agency, partnership, joint venture, or

other business arrangement between or among Utility, Interconnection Customer, and/or Property Owner.

- F. Pursuant to Michigan Administrative Code Rule 460.964 (3) the Interconnection Customer shall sign and return the interconnection agreement with payment, if applicable, within 20 business days of receiving the agreement. If the Interconnection Customer does not sign and return the interconnection agreement and payment, if applicable, within 20 business days, the Utility shall notify the Interconnection Customer of the missed deadline and grant an extension of 15 business days. If the Utility does not receive the signed Agreement and any applicable payment during the 15-business-day extension period, the Utility may consider the interconnection application withdrawn subject to Michigan Administrative Code Rule 460.964, subrule 3(b).

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 DER

- 1.1 The DER must be built as described in **Exhibit 1 – Description of Distributed Energy Resource** and as depicted in **Exhibit 2 – Interconnection Diagram**, and, as applicable, in **Exhibit 3 – Interconnection Facilities Scope of Construction**, **Exhibit 4 – Utility Commissioning Testing and Inspection Checklist**, **Exhibit 5 – Protection, Communication and Configuration Requirements and Settings**, **Exhibit 6 - Additional Exceptions, Clarifications, and Special Conditions** and according to the notice requirements herein. The DER may only be modified as permitted under Section 14 of this Agreement.

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 DER and Utility’s distribution system, the Interconnection Facilities and modifications shall be described to the Interconnection Customer in **Exhibit 3 – Interconnection Facilities Scope of Construction**.

3. Design Requirements, Testing, and Maintenance of DER

- 3.1 Interconnection Customer shall be responsible for the design and installation of the DER 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.
- 3.2 Interconnection Customer shall, at its sole expense, install and properly maintain protective 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 DER caused by lack of or failure of such protection.

Such protective equipment specifications and design shall be consistent with the applicable Interconnection Procedures. Prior to the DER operating in parallel with Utility distribution system, Interconnection Customer shall provide satisfactory evidence to Utility that it has met the Interconnection Procedures, including but not limited to the receipt of approval from the local building/electrical code inspector. The Utility's approval, or failure to approve, under this section shall in no way act as a waiver or otherwise relieve the Interconnection Customer of its obligations under this section.

- 3.3 At its own expense, Interconnection Customer shall perform operational testing. The Utility may, but is not required to, send qualified personnel to the DER to inspect the facility and observe the testing. Upon completion of such testing and inspection, and prior to interconnection, Interconnection Customer shall provide Utility with a written report explaining all test results, including a copy of the DER commissioning test report. The Utility required commissioning testing and inspection checklist is in **Exhibit 4 – Utility Commissioning Testing and Inspection Checklist (if applicable)**.
- 3.4 As required by Utility, Interconnection Customer shall test, at its own expense, protective equipment in accordance with manufacturer's specifications and Utility specifications, if available, unless no testing interval is provided, in which case testing shall occur every four years (unless an extension is agreed to by Utility) to verify the calibration indicated on the latest setting document issued by Utility. 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 DER 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 Interconnection 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 Interconnection Customer of any obligations or responsibility assumed under this Agreement.
- 3.5 Interconnection Customer shall operate and maintain the DER in a safe and prudent manner and in conformance with all applicable laws and regulations. Interconnection Customer shall obtain or maintain any governmental authorizations and permits required for construction and operation of the DER.
- 3.6 As described in **Exhibit 5 – Protection, Communication and Configuration Requirements and Settings** (if applicable), Interconnection Customer shall install and provision communications equipment, at its own expense, as specified by Utility. Interconnection Customer shall configure the communications system to Utility specification. The Interconnection Customer is responsible for maintaining the communications hardware and software as set forth by Utility. The Interconnection Customer shall install and maintain needed cyber and physical security as specified by Utility. Failure to meet these requirements will result in disconnecting the interconnection. Current requirements are provided in **Exhibit 5 – Protection, Communication and Configuration Requirements and Settings** (if applicable).
- 3.7 Interconnection Customer shall cooperate with Utility to regulate the voltage level at the Point of Delivery by controlling its DER in accordance with Utility's instructions. Such

instructions shall include, but not be limited to: (a) maintaining voltage or (b) delivering real and reactive power to the Point of Delivery at levels specified by Utility. Interconnection Customer shall cooperate with Utility to regulate the frequency by controlling the DER in accordance with Utility's instructions. Such instructions shall include, but not be limited to, frequency-droop curves. The instructions given by Utility shall be consistent with the normal practices adhered to by Utility with respect to its own DERs located on its system. Such instructions shall be described in **Exhibit 6 - Additional Exceptions, Clarifications, and Special Conditions** (if applicable).

3.8 Installation, inspection, and calibration of protective equipment to trip the DER for under- or overvoltage and frequency operation shall be coordinated with Utility, so as not to degrade the security of Utility's distribution system. Operating practices developed by Interconnection Customer which call for manual tripping of the DER for under-or over-voltage and frequency operation shall likewise be coordinated and be consistent with the voltage and frequency ride through provisions listed in the utility interconnection procedures during abnormal system voltage and frequency events, and any successor and/or supplemental documents, which are incorporated herein by reference. Such instructions shall be described in **Exhibit 6 - Additional Exceptions, Clarifications, and Special Conditions**.

4. Parallel Operation of the Project

Parallel operation of the DER with utility's distribution system shall only begin after the following conditions have been satisfied and confirmed in writing by Utility to Interconnection Customer.

- (a) The Utility notified the Interconnection Customer that the commissioning test and inspection, where applicable, are accepted.
- (b) The Interconnection Customer has executed a standard level 1, 2, or 3 interconnection agreement and complied with all applicable parallel operation requirements as set forth in the Utility's interconnection procedures and this interconnection agreement.
- (c) The Interconnection Customer complied with all applicable local, state, and federal requirements.
- (d) The Utility received full payments for all outstanding bills.

5. Disconnection

Utility shall be entitled to disconnect the DER from Utility's distribution system, or otherwise refuse to connect the DER, if any of the following conditions are present:

- (a) Failure of the Interconnection Customer to bring a DER into compliance pursuant to Michigan Administrative Code Rule 460.976(1).
- (b) Failure of the Interconnection Customer to pay costs of remedy pursuant to Michigan Administrative Code Rule 460.976(2).
- (c) Termination of interconnection by mutual agreement.
- (d) Distribution system emergency, but only for the time necessary to resolve the emergency.

- (e) Routine maintenance, repairs, and modifications performed in a reasonable time and with prior notice to the Interconnection Customer.
- (f) Noncompliance with technical or contractual requirements in the interconnection agreement that could lead to degradation of distribution system reliability, utility equipment, and/or electric customers' equipment.
- (g) Noncompliance with technical or contractual requirements in the interconnection agreement that presents a safety hazard.
- (h) Other material noncompliance with the interconnection agreement.
- (i) Operating in parallel without prior written authorization from the Utility as provided for in Michigan Admin Code Rule 460.968.
- (j) Utility may disconnect electric service, where applicable, pursuant to Michigan Admin Code Rule 460.136.

When reasonable and appropriate, the Utility will attempt to notify Interconnection Customer and coordinate its actions under this Paragraph with Interconnection Customer. This paragraph applies only to Utility actions with respect to DER. Utility shall promptly re-connect the DER to the Utility's distribution system as soon as the reason for disconnection has been remedied.

6. Access to Property

- 6.1 At its own expense, Interconnection Customer shall make the DER site available to Utility including obtaining from other entities all necessary rights to provide Utility with the required access. 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 DER 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 Interconnection Customer's or (if different) Property Owner's use of the property and does not include the right to enter applicant's residence or other enclosed structure on the property where the DER is located with the residence or other enclosed structure, except on reasonable notice where the Interconnection Facilities are located within the residence or other enclosed structure.
- 6.2 Utility may enter the property on which the DER is located to inspect, at reasonable hours, Interconnection Customer's protective devices and read or test meters. Utility will use reasonable efforts to provide Interconnection Customer or Property Owner, if applicable, at least 24 hours of notice prior to entering said property, in order to afford Interconnection 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 Interconnection 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 the DER.

6.3 By executing this Agreement, Property Owner consents to and agrees to provide access to its property, including ingress and egress, on which the DER is located to Utility as described in this section, but does not assume or guarantee other performance obligations of the Interconnection Customer under this Agreement. If Utility cannot access the property, customer is responsible for providing appropriate access at the cost of the customer.

7. Liability and Indemnity

7.1 Except as set forth in Section 3.2 above, as between the Parties, 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, any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses to the extent caused by its directors, officers, employees, and agents: (a) for injury to or death of any person or persons whomsoever occurring on its own system, and/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 arising out of or resulting from, either directly or indirectly, the Interconnection Facilities or the DER, or 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 7 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.

7.2 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.

7.3 The obligations and limits on liability in this Section 7 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 obligation that occurred prior to such expiration or termination.

7.4 Nothing in this Section 7 waives or limits, or shall be construed to waive or limit, the governmental immunity of a Party.

7.5 Nothing in this Section 7 shall imply, or be construed to imply, indemnification of any Party by the State of Michigan, its department, and agencies, or by other governmental customers that are restricted from entering into indemnification provisions by law.

8. Insurance

For Level 3 and greater projects, Interconnection Customer shall obtain and continuously

maintain throughout the term of this Agreement General Liability insurance written on an occurrence form, or other form acceptable to the Utility, and covering bodily injury and property damage liability with a per occurrence amount of at least:

<u>Interconnection Level</u>	<u>Minimum Limit</u>
1 & 2	Not Applicable
3	\$1,000,000

Pursuant to Michigan Admin Code Rule 460.986, an Applicant interconnecting a Level 1 or 2 DER to the distribution system of the Utility is not required by the Utility to obtain any additional liability insurance. For a Level 3 DER, the Applicant shall obtain and maintain general liability insurance of a minimum of \$1,000,000 and include Utility as an additional insured. Pursuant to Michigan Administrative Code Rule 460.986(6), for Level 3 projects, the electric utility may describe in its interconnection procedures required terms and conditions that must be specified in the general liability insurance.

For Level 3 DERs, evidence of insurance coverage on a certificate of insurance shall be provided to the Utility when requested by the Utility. Interconnection Customer shall immediately provide the Utility written notice if the policy is cancelled or substantial changes are made that affect the additional insured. At the Utility's request, Interconnection Customer shall provide a copy of the policy to the Utility.

9. Subcontractors

Either Party may contract with a subcontractor to perform its obligations under this Agreement and shall incorporate the obligations of this Agreement into its respective subcontracts, agreements, and purchase orders. Each Party shall remain liable to the other Party for the performance of such subcontractor under this Agreement subject to the provisions of Section 7.

10. Force Majeure

As set forth in Michigan Admin Code Rule 460.901a(ee), Force majeure event means an act of God; labor disturbance; act of the public enemy; war; insurrection; riot; fire, storm, or flood; explosion, breakage, or accident to machinery or equipment; an emergency order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities; or another cause beyond a party's control. A force majeure event does not include an act of negligence or intentional wrongdoing.

11. 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. 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 thirty (30) days from the date of the written notice to cure the Breach. If a Breach is not cured within the thirty (30) day period provided for herein, the party in Breach shall be deemed in default ("Default"). If the Breach is not cured within 30

business days, the Utility, at its sole discretion, may apply a remedy and bill the Interconnection Customer. The Interconnection Customer shall pay this bill within 5 business days. 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.

12. Retirement

Upon termination or cancellation of this Agreement or at such time after any of the Utility Interconnection Facilities described herein are no longer required, the Parties shall mutually agree upon the retirement of the Interconnection Facilities, which may include without limitation (i) dismantling, demolition, and removal of equipment, facilities, and structures, (ii) security, (iii) maintenance and (iv) disposing of debris. The cost of such removal shall be borne by the Utility.

13. Governing Law

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

14. Amendment, Modification or Waiver

14.1 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.

14.2 Pursuant to Michigan Administrative Code Rule 460.984, Modifications to the DER, after the execution of this Agreement, the Interconnection Customer shall notify the Utility of any plans to modify the DER. The Utility shall review the proposed modification to determine if the modification is considered a material modification. If the Utility determines that the modification is a material modification, the Utility shall notify the Interconnection Customer, in writing of its determination and the Interconnection Customer shall submit a new application and application fee along with all supporting materials that are reasonably requested by the Utility. The Interconnection Customer may not begin any material modification to the DER until an interconnection agreement incorporating the material modification is fully executed.

15. Notices

Any notice required under this Agreement shall be in writing and mailed, personally delivered, or electronically mailed to the Party at the address below. Written notice is effective within three (3) business days of depositing the notice in the United States mail, first class postage prepaid. Personal notice or electronic mail notice is effective upon delivery, provided it is received by 11:59:59 p.m. local time at the recipient's business location on a business day (or otherwise, on the next business day). Written notice of any

address changes shall be provided. Utility may consider changes of address in other Utility systems of record (e.g., Interconnection Customer billing address) as notice of address change under this Agreement. All written notices shall refer to the Interconnection Customer's Utility account number, as provided in Section 1 of this Agreement. All written notices shall be directed as follows:

Notice to Utility:

Utility Name: _____

Utility Address: _____

Utility Phone Number: _____

Utility Email: _____

Notice to Interconnection Customer:

Interconnection Customer Name: _____

Interconnection Customer Address: _____

Interconnection Customer Phone Number: _____

Interconnection Customer Email: _____

Notice to Property Owner (if different than Interconnection Customer):

Property Owner Name: _____

Property Owner Address: _____

Property Owner Phone Number _____

Property Owner Email: _____

16. 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 the Interconnection Customer, upon Default of either Party as set forth in Section 11, or upon mutual agreement of the Parties. The Utility may terminate the agreement on reasonable notice for reasons consistent with existing law, regulations, and tariffs. In addition, see Section 19 regarding transfers of ownership in the DER.

17. Entire Agreement and Amendments

This Agreement and the Utility Interconnection Procedures shall constitute the entire understanding between the Parties with respect to the subject matter hereof, supersede any and all prior discussions and agreements between the Parties with respect to the subject matter hereof and bind and inure to the benefit of the Parties, their successors, and permitted assigns. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

18. 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.

19. Assignment and Binding Effect

This Agreement shall not be assigned by a Party without the prior written consent of the other Party, which shall not be unreasonably withheld. 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. Interconnection Customer agrees to notify Utility in writing upon the sale or transfer of the Customer Facility. This Agreement shall terminate upon such notice (or upon Utility notifying Interconnection Customer that Utility has identified a change in ownership of the Customer Facility) unless Utility consents to this Agreement remaining in force until an equivalent agreement in a form acceptable to both parties is signed.

20. 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.

21. Effective Date

This Agreement is effective as of the later (or latest) of the dates set forth below.

22. Counterparts and Electronic Documents

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

UTILITY

By: _____ (Duly Authorized Signature)

(Print or Type Name)

Title: _____

Date: _____

INTERCONNECTION CUSTOMER

By: _____ (Duly Authorized Signature)

(Print or Type Name)

Title: _____

Date: _____

PROPERTY OWNER, if applicable

By: _____ (Duly Authorized Signature)

(Print or Type Name)

Title: _____

Date: _____

Exhibit 1 – Description of Distributed Energy Resource

Exhibit 2 – Interconnection Site Diagram

Exhibit 3 – Interconnection Facilities Scope of Construction

Exhibit 4 – Utility Commissioning Testing and Inspection Checklist (If Applicable)

Exhibit 5 – Protection, Communication and Configuration Requirements and
Settings (If Applicable)

Exhibit 6 - Additional Exceptions, Clarifications, and Special Conditions

**STANDARD LEVEL 1, 2, AND 3 INTERCONNECTION AGREEMENT
FOR PROJECTS UP TO 550 KW**

WITH CERTIFIED EQUIPMENT

BETWEEN _____(UTILITY)

AND

_____(INTERCONNECTION CUSTOMER)

_____(PROJECT NUMBER)

This Interconnection Agreement (“Agreement”) is entered into on _____ by _____(the “Utility”), _____(the “Interconnection Customer”), and (if applicable under Paragraph 6) _____(the “Property Owner”) with project number _____ assigned by Utility. Utility and Interconnection Customer are sometimes also referred to in this Agreement collectively as “Parties” or individually as “Party.” The Interconnection Customer may be the “Project Developer” or “Applicant” as used in and for purposes of the applicable Michigan Electric Utility Interconnection Procedures (“Interconnection Procedures”) approved by the Michigan Public Service Commission (“Commission”).

I. RECITALS

- A. Interconnection Customer is an electric service customer of Utility in good standing and has submitted a Generator Interconnection Application (“Application”) to Utility.
- B. Interconnection Customer desires to interconnect a distributed energy resource (DER or **Customer Facility**) with a maximum capacity of 550 kilowatts (“kWac”) or less **utilizing a certified inverter pursuant to R 460.901a.(l)** with Utility’s electric distribution system and operate the DER in parallel with Utility’s distribution system, under Utility’s Interconnection Procedures for Level 1, 2, and 3 projects, as defined in the Michigan Public Service Commission’s (“Commission”) Interconnection and Distributed Generation Standards (the “Standards”), as applicable.
- C. For purposes of this Agreement, “interconnect” means establishing a connection between a non-utility **generating resource (in this case, the generating resource (in this case,** the DER) and Utility’s distribution system. “Operate in parallel” means the operation, for longer than 100 milliseconds, of a DER while connected to the energized distribution system that is connected to Utility’s system. In all cases, terms shall have the meaning as defined in the Standards.
- D. Interconnection of the DER with Utility’s distribution system is subject to this Agreement, the Application, the Interconnection Procedures, the Standards and utility tariffs approved by the MPSC, as applicable. Interconnection of the DER is also subject to local, county, and state requirements for applicable permits, inspections, and other requirements.
- E. This Agreement does not address any purchase or sale of electricity between Utility and Interconnection Customer, nor does it create any agency, partnership, joint venture, or other

business arrangement between or among Utility, Interconnection Customer, and/or Property Owner.

- F. ~~Interconnection of the DER with Utility's distribution system is subject to this Agreement, the Application, the Interconnection Procedures, the Standards, and utility tariffs approved by the MPSC, as applicable.~~ Pursuant to Michigan Administrative Code Rule 460.964 (3) the Interconnection Customer shall sign and return the interconnection agreement with payment, if applicable, within 20 business days of receiving the agreement. If the Interconnection Customer does not sign and return the interconnection agreement and payment, if applicable, within 20 business days, the Utility shall notify the Interconnection Customer of the missed deadline and grant an extension of 15 business days. If the Utility does not receive the signed Agreement and any applicable payment during the 15-business-day extension period, the Utility may consider the interconnection application withdrawn subject to Michigan Administrative Code Rule 460.964, subrule 3(b).

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 DER

- 1.1 The DER must be built as described in **Exhibit 1 – Description of Distributed Energy Resource** and as depicted in **Exhibit 2 – Interconnection Diagram**, and, as applicable, in **Exhibit 3 – Interconnection Facilities Scope of Construction, Exhibit 4 – Utility Commissioning Testing and Inspection Checklist, Exhibit 5 – Protection, Communication and Configuration Requirements and Settings, Exhibit 6 - Additional Exceptions, Clarifications, and Special Conditions** and according to the notice requirements herein. The DER may only be modified as permitted under Section 14 of this Agreement. ~~The DER shall not be changed without advance-written notice of a material modification to the Utility and Utility approval.~~

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 DER and Utility's distribution system, the Interconnection Facilities and modifications shall be described to the Interconnection Customer in **Exhibit 3 – Interconnection Facilities Scope of Construction**.

3. Design Requirements, Testing, and Maintenance of ~~DER Customer Facility~~

- 3.1 Interconnection Customer shall be responsible for the design and installation of the DER 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.
- 3.2 Interconnection Customer shall, at its sole expense, install and properly maintain protective 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 DER caused by lack of or failure of such protection. Such protective equipment specifications and design shall be consistent with the applicable Interconnection Procedures. Prior to the DER operating in parallel with Utility distribution system, Interconnection Customer

shall provide satisfactory evidence to Utility that it has met the Interconnection Procedures, including but not limited to the receipt of approval from the local building/electrical code inspector. The Utility's approval, or failure to approve, under this section shall in no way act as a waiver or otherwise relieve the Interconnection Customer of its obligations under this section.

- 3.3 At its own expense, Interconnection Customer shall perform operational testing. **The** Utility may, but is not required to, send qualified personnel to the DER to inspect the facility and observe the testing. Upon completion of such testing and inspection, and prior to interconnection, Interconnection Customer shall provide Utility with a written report explaining all test results, including a copy of the DER commissioning test report. The Utility required commissioning testing and inspection checklist is in **Exhibit 4 – Utility Commissioning Testing and Inspection Checklist (if applicable)**.
- 3.4 As required by Utility, Interconnection Customer shall test, **at its own expense**, protective equipment in accordance with manufacturer's specifications and Utility specifications, if available, unless no testing interval is provided, in which case testing shall occur every four years (unless an extension is agreed to by Utility) to verify the calibration indicated on the latest setting document issued by Utility. 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 DER 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 Interconnection 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 Interconnection Customer of any obligations or responsibility assumed under this Agreement.
- 3.5 Interconnection Customer shall operate and maintain the DER in a safe and prudent manner and in conformance with all applicable laws and regulations. Interconnection Customer shall obtain or maintain any governmental authorizations and permits required for construction and operation of the DER.
- 3.6 As described in **Exhibit 5 – Protection, Communication and Configuration Requirements and Settings** (if applicable), Interconnection Customer shall install and provision communications equipment, at its own expense, as specified by Utility. Interconnection Customer shall configure the communications system to Utility specification. The Interconnection Customer is responsible for maintaining the communications **hardware and** software as set forth by Utility. The Interconnection Customer shall install and maintain needed cyber and physical security as specified by Utility. Failure to meet these requirements will result in disconnecting the interconnection. Current requirements are provided in **Exhibit 5 – Protection, Communication and Configuration Requirements and Settings** (if applicable).
- 3.7 Interconnection Customer shall cooperate with Utility to regulate the voltage level at the Point of Delivery by controlling its DER in accordance with Utility's instructions. Such instructions shall include, but not be limited to: (a) maintaining voltage or (b) delivering real and reactive power to the Point of Delivery at levels specified by Utility. Interconnection Customer shall cooperate with Utility to regulate the frequency by controlling the DER in accordance with

Utility's instructions. Such instructions shall include, but not be limited to, frequency-droop curves. The instructions given by Utility shall be consistent with the normal practices adhered to by Utility with respect to its own DERs located on its system. Such instructions shall be described in **Exhibit 6 - Additional Exceptions, Clarifications, and Special Conditions** (if applicable).

- 3.8 Installation, inspection, and calibration of protective equipment to trip the DER for under- or overvoltage and frequency operation shall be coordinated with Utility, so as not to degrade the security of Utility's distribution system. Operating practices developed by Interconnection Customer which call for manual tripping of the DER for under-or over-voltage and frequency operation shall likewise be coordinated and be consistent with the voltage and frequency ride through provisions listed in the utility interconnection procedures during abnormal system voltage and frequency events, and any successor and/or supplemental documents, which are incorporated herein by reference. Such instructions shall be described in **Exhibit 6 - Additional Exceptions, Clarifications, and Special Conditions**.

4. **Parallel Operation of the Project**

Parallel operation of the DER with utility's distribution system shall only begin after the following conditions have been satisfied and confirmed in writing by Utility to Interconnection Customer.

- (a) The Utility notified the Interconnection Customer that the commissioning test and inspection, where applicable, are accepted.
- (b) The Interconnection Customer has executed a standard level 1, 2, or 3 interconnection agreement and complied with all applicable parallel operation requirements as set forth in the Utility's interconnection procedures and this interconnection agreement.
- (c) The Interconnection Customer complied with all applicable local, state, and federal requirements.
- (d) The Utility received full payments for all outstanding bills.

5. **Disconnection**

Utility shall be entitled to disconnect the DER from Utility's distribution system, or otherwise refuse to connect the DER, if any of the following conditions are present:

- (a) Failure of the Interconnection Customer to bring a DER into compliance pursuant to Michigan Administrative Code Rule 460.976(1).
- (b) Failure of the Interconnection Customer to pay costs of remedy pursuant to Michigan Administrative Code Rule 460.976(2).
- (c) Termination of interconnection by mutual agreement.
- (d) Distribution system emergency, but only for the time necessary to resolve the emergency.
- (e) Routine maintenance, repairs, and modifications performed in a reasonable time and with prior notice to the Interconnection Customer.
- (f) Noncompliance with technical or contractual requirements in the interconnection agreement that could lead to degradation of distribution system reliability, utility equipment, and/or electric customers' equipment.
- (g) Noncompliance with technical or contractual requirements in the interconnection agreement that presents a safety hazard.
- (h) Other material noncompliance with the interconnection agreement.

(i) Operating in parallel without prior written authorization from the Utility as provided for in Michigan Admin Code Rule 460.968.

(j) Utility may disconnect electric service, where applicable, pursuant to Michigan Admin Code Rule 460.136.

When reasonable and appropriate, the Utility will attempt to notify Interconnection Customer and coordinate its actions under this Paragraph with Interconnection Customer. This paragraph applies only to Utility actions with respect to DER. Utility shall promptly re-connect the DER to the Utility's distribution system as soon as the reason for disconnection has been remedied.

6. Access to Property

6.1 At its own expense, Interconnection Customer shall make the DER site available to Utility, **including obtaining from other entities all necessary rights to provide Utility with the required access.** 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 DER 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 Interconnection Customer's or (if different) Property Owner's use of the property and does not include the right to enter applicant's residence or other enclosed structure on the property where the DER is located with the residence or other enclosed structure, except on reasonable notice where the Interconnection Facilities are located within the residence or other enclosed structure.

6.2 Utility may enter the property on which the DER is located to inspect, at reasonable hours, Interconnection Customer's protective devices and read or test meters. Utility will use reasonable efforts to provide Interconnection Customer or Property Owner, if applicable, at least 24 hours of notice prior to entering said property, in order to afford Interconnection 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 Interconnection 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 the DER.

6.3 By executing this Agreement, Property Owner consents to and agrees to provide access to its property, including ingress and egress, on which the DER is located to Utility as described in this section, but does not assume or guarantee other performance obligations of the Interconnection Customer under this Agreement. **If Utility cannot access the property, customer is responsible for providing appropriate access at the cost of the customer.**

7. Liability and Indemnity

7.1 Except as set forth in Section 3.2 above, as between the Parties, 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, any and all damages, losses, claims, demands, suits, recoveries,

costs, legal fees, and expenses to the extent caused by its directors, officers, employees, and agents: (a) for injury to or death of any person or persons whomsoever occurring on its own system, and/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 arising out of or resulting from, either directly or indirectly, the Interconnection Facilities or the DER, or 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.

7.2 The provisions of this Section 7 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.

7.3 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.

7.4 The obligations and limits on liability in this Section 7 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 obligation that occurred prior to such expiration or termination.

7.5 Nothing in this Section 7 waives or limits, or shall be construed to waive or limit, the governmental immunity of a Party.

7.6 Nothing in this Section 7 shall imply, or be construed to imply, indemnification of any Party by the State of Michigan, its department, and agencies, or by other governmental customers that are restricted from entering into indemnification provisions by law.

8. **Insurance**

For Level 3 and greater projects, Interconnection Customer shall obtain and continuously maintain throughout the term of this Agreement General Liability insurance written on an occurrence form, or other form acceptable to the Utility, and covering bodily injury and property damage liability with a per occurrence amount of at least:

<u>Interconnection Level</u>	<u>Minimum Limit</u>
1 & 2	Not Applicable
3	\$1,000,000

Pursuant to Michigan Admin Code Rule 460.986, an Applicant interconnecting a Level 1 or 2 DER to the distribution system of the Utility is not required by the Utility to obtain any additional liability insurance. For a Level 3 DER, the Applicant shall obtain and maintain general liability insurance of a minimum of \$1,000,000 and include Utility as an additional insured. Pursuant to Michigan Administrative Code Rule 460.986(6), for Level 3 projects, the electric utility may describe in its interconnection procedures required terms and conditions that must be specified in the general liability insurance.

For Level 3 DERs, Evidence of insurance coverage on a certificate of insurance shall be provided to the Utility when requested ~~upon execution of this Agreement and thereafter within ten (10) days after expiration of coverage~~; however, if evidence of insurance is not received by the Utility ~~11th (eleventh) day, the Utility has the right, but not the duty, to purchase the insurance coverage required under this Section and to charge the annual premium to~~ Interconnection Customer. ~~The Utility shall immediately provide the Utility receive thirty (30) days advance~~ written notice if the policy is cancelled or substantial changes are made that affect the additional insured. At the Utility's request, Interconnection Customer shall provide a copy of the policy to the Utility.

9. Subcontractors

Either Party may contract with a subcontractor to perform its obligations under this Agreement and shall incorporate the obligations of this Agreement into its respective subcontracts, agreements, and purchase orders. Each Party shall remain liable to the other Party for the performance of such subcontractor under this Agreement subject to the provisions of Section 7.

10. Force Majeure

As set forth in Michigan Admin Code Rule 460.901a(ee), Force majeure event means an act of God; labor disturbance; act of the public enemy; war; insurrection; riot; fire, storm, or flood; explosion, breakage, or accident to machinery or equipment; an emergency order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities; or another cause beyond a party's control. A force majeure event does not include an act of negligence or intentional wrongdoing.

11. 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. 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 thirty (30) days from the date of the written notice to cure the Breach. If a Breach is not cured within the thirty (30) day period provided for herein, the party in Breach shall be deemed in default ("Default"). If the Breach is not cured within 30 business days, the Utility, at its sole discretion, may apply a remedy and bill the Interconnection Customer. The Interconnection Customer shall pay this bill within 5 business days. 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.

12. Retirement

Upon termination or cancellation of this Agreement or at such time after any of the Utility Interconnection Facilities described herein are no longer required, the Parties shall mutually agree upon the retirement of the Interconnection Facilities, which may include without limitation (i) dismantling, demolition, and removal of equipment, facilities, and structures, (ii) security, (iii) maintenance and (iv) disposing of debris. The cost of such removal shall be borne by the Utility.

13. Governing Law

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

14. Amendment, Modification or Waiver

14.1 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.

14.2 Pursuant to Michigan Administrative Code Rule 460.984, Modifications to the DER, after the execution of this Agreement, the Interconnection Customer shall notify the Utility of any plans to modify the DER. The Utility shall review the proposed modification to determine if the modification is considered a material modification. If the Utility determines that the modification is a material modification, the Utility shall notify the Interconnection Customer, in writing of its determination and the Interconnection Customer shall submit a new application and application fee along with all supporting materials that are reasonably requested by the Utility. The Interconnection Customer may not begin any material modification to the DER until an interconnection agreement incorporating the material modification is fully executed.

15. Notices

Any notice required under this Agreement shall be in writing and mailed, personally delivered, or electronically mailed to the Party at the address below. Written notice is effective within three (3) business days of depositing the notice in the United States mail, first class postage prepaid. Personal notice or electronic mail notice is effective upon delivery, provided it is received by 11:59:59 p.m. local time at the recipient's business location on a business day (or otherwise, on the next business day). Written notice of any address changes shall be provided. Utility may consider changes of address in other Utility systems of record (e.g., Interconnection Customer billing address) as notice of address change under this Agreement. All written notices shall refer to the Interconnection Customer's Utility account number, as provided in Section 1 of this Agreement. All written notices shall be directed as follows:

Notice to Utility:

Utility Name: _____

Utility Address: _____

Utility Phone Number: _____

Utility Email: _____

Notice to Interconnection Customer:

Interconnection Customer Name: _____

Interconnection Customer Address: _____

Interconnection Customer Phone Number: _____

Interconnection Customer Email: _____

Notice to Property Owner (if different than Interconnection Customer):

Property Owner Name: _____

Property Owner Address: _____
Property Owner Phone Number _____
Property Owner Email: _____

16. 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 the Interconnection Customer, upon Default of either Party as set forth in Section 11, or upon mutual agreement of the Parties. The Utility may terminate the agreement on reasonable notice for reasons consistent with existing law, regulations, and tariffs. In addition, see Section 18 19 regarding transfers of ownership in the DER.

17. Entire Agreement and Amendments

This Agreement and the Utility Interconnection Procedures shall constitute the entire understanding between the Parties with respect to the subject matter hereof, supersede any and all prior discussions and agreements between the Parties with respect to the subject matter hereof and bind and inure to the benefit of the Parties, their successors, and permitted assigns. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

18. 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.

19. Assignment and Binding Effect

This Agreement shall not be assigned by a Party without the prior written consent of the other Party, which shall not be unreasonably withheld. 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. Interconnection Customer agrees to notify Utility in writing upon the sale or transfer of the Customer Facility. This Agreement shall terminate upon such notice (or upon Utility notifying Interconnection Customer that Utility has identified a change in ownership of the Customer Facility) unless Utility consents to this Agreement remaining in force until an equivalent agreement in a form acceptable to both parties is signed.

20. 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.

21. Signatures

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

21. Effective Date

This Agreement is effective as of the later (or latest) of the dates set forth below.

22. Counterparts and Electronic Documents

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

UTILITY

By: _____

(Duly Authorized Signature)

(Print or Type Name)

Title: _____

Date: _____

INTERCONNECTION CUSTOMER

By: _____

(Duly Authorized Signature)

(Print or Type Name)

Title: _____

Date: _____

PROPERTY OWNER, if applicable

By: _____

(Duly Authorized Signature)

(Print or Type Name)

Title: _____

Date: _____

Exhibit 1 – Description of Distributed Energy Resource

Exhibit 2 – Interconnection Site Diagram

Exhibit 3 – Interconnection Facilities Scope of Construction

Exhibit 4 – Utility Commissioning Testing and Inspection Checklist (If Applicable)

Exhibit 5 – Protection, Communication and Configuration Requirements and Settings (If Applicable)

Exhibit 6 - Additional Exceptions, Clarifications, and Special Conditions

PROOF OF SERVICE

STATE OF MICHIGAN)

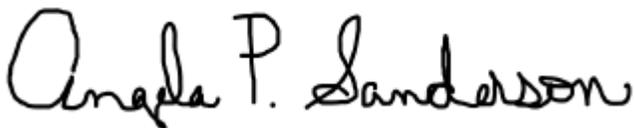
Case No. U-21543

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on July 23, 2024 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).


Brianna Brown

Subscribed and sworn to before me
this 23rd day of July 2024.



Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2030

GEMOTION DISTRIBUTION SERVICE LIST

kabraham@mpower.org	Abraham, Katie - MMEA
mkuchera@AEPENERGY.COM	AEP Energy
mfurmanski@algerdelta.com	Alger Delta Cooperative
kd@alpenapower.com	Alpena Power
kerdmann@atcllc.com	American Transmission Company
acotter@atcllc.com	American Transmission Company
cityelectric@BAYCITYMI.ORG	Bay City Electric Light & Power
rbishop@BISHOPENERGY.COM	Bishop Energy
braukerL@MICHIGAN.GOV	Brauker, Linda
cherie.fuller@bp.com	bp Energy Retail Company, LLC
greg.bass@calpinesolutions.com	Calpine Energy Solutions
lchappelle@potomaclaw.com	Chappelle, Laura
rjohnson@cherrylandelectric.coop	Cherryland Electric Cooperative
frucheyb@DTEENERGY.COM	Citizens Gas Fuel Company
crystalfallsmgr@HOTMAIL.COM	City of Crystal Falls
gpirkola@escanaba.org	City of Escanaba
mpolega@GLADSTONEMI.COM	City of Gladstone
ttarkiewicz@CITYOFMARSHALL.COM	City of Marshall
ElectricDept@PORTLAND-MICHIGAN.ORG	City of Portland
cwilson@cloverland.com	Cloverland
mheise@cloverland.com	Cloverland
todd.mortimer@CMSENERGY.COM	CMS Energy
sarah.jorgensen@cmsenergy.com	Consumers Energy Company
Michael.torrey@cmsenergy.com	Consumers Energy Company
CANDACE.GONZALES@cmsenergy.com	Consumers Energy Company
mpsc.filings@CMSENERGY.COM	Consumers Energy Company
mpsc.filings@CMSENERGY.COM	Consumers Energy Company
david.fein@CONSTELLATION.COM	Constellation Energy
kate.stanley@CONSTELLATION.COM	Constellation Energy
kate.fleche@CONSTELLATION.COM	Constellation New Energy
lpage@dickinsonwright.com	Dickinson Wright
info@dillonpower.com	Dillon Power, LLC
Neal.fitch@nrg.com	Direct Energy
Kara.briggs@nrg.com	Direct Energy
Ryan.harwell@nrg.com	Direct Energy
mpscfilings@DTEENERGY.COM	DTE Energy
joyce.leslie@dteenergy.com	DTE Energy
karen.vucinaj@dteenergy.com	DTE Energy
customerservice@eligoenergy.com	Eligo Energy MI, LLC
ftravaglione@energyharbor.com	Energy Harbor
rfawaz@energyintl.com	Energy International Power Marketing d/b/a PowerOne
sejackinchuk@varnumlaw.com	Energy Michigan
customer care@plymouthenergy.com	ENGIE Gas & Power f/k/a Plymouth Energy

GEMOTION DISTRIBUTION SERVICE LIST

felice@michigan.gov	Felice, Lisa
bgorman@firstenergycorp.com	First Energy
phil@allendaleheating.com	Forner, Phil
dburks@glenergy.com	Great Lakes Energy
slamp@glenergy.com	Great Lakes Energy Cooperative
sculver@glenergy.com	Great Lakes Energy Cooperative
lgustafson@cmsenergy.com	Gustafson, Lisa
jhammel@hillsdalebpu.com	Hillsdale Board of Public Utilities
coneill@homeworks.org	HomeWorks Tri-County Electric Cooperative
psimmer@homeworks.org	HomeWorks Tri-County Electric Cooperative
mgobrien@aep.com	Indiana Michigan Power Company
dan@megautilities.org	Integrays Group
daustin@igsenergy.com	Interstate Gas Supply Inc
general@itctransco.com	ITC Holdings
kadarkwa@itctransco.com	ITC Holdings
jgoodman@commerceenergy.com	Just Energy Solutions
krichel@dlib.info	Krichel, Thomas
dbodine@libertypowercorp.com	Liberty Power
ham557@gmail.com	Lowell S.
tlundgren@potomaclaw.com	Lundgren, Timothy
jreynolds@mblp.org	Marquette Board of Light & Power
suzy@megautilities.org	MEGA
dan@megautilities.org	MEGA
mmann@usgande.com	Michigan Gas & Electric
shannon.burzycki@wecenergygroup.com	Michigan Gas Utilities Corporation
mrzwiars@integraysgroup.com	Michigan Gas Utilities/Upper Penn Power/Wisconsin
kabraham@mpower.org	Michigan Public Power Agency
JHDillavou@midamericanenergyservices.com	MidAmerican Energy Services, LLC
JCAltmayer@midamericanenergyservices.com	MidAmerican Energy Services, LLC
LMLann@midamericanenergyservices.com	MidAmerican Energy Services, LLC
dave.allen@teammidwest.com	Midwest Energy Cooperative
bob.hance@teammidwest.com	Midwest Energy Cooperative
kerri.wade@teammidwest.com	Midwest Energy Cooperative
Marie-Rose.Gatete@teammidwest.com	Midwest Energy Cooperative
meghan.tarver@teammidwest.com	Midwest Energy Cooperative
d.motley@comcast.net	Motley, Doug
rarchiba@fosteroil.com	My Choice Energy
customerservice@nordicenergy-us.com	Nordic Energy Services, LLC
karl.j.hoesly@xcelenergy.com	Northern States Power
esoumis@ontorea.com	Ontonagon County Rural Elec
mpauley@granger.net	Pauley, Marc
mmpeck@fischerfranklin.com	Peck, Matthew
bschlansker@premierenergyllc.com	Premier Energy Marketing LLC

GEMOTION DISTRIBUTION SERVICE LIST

MVanschoten@pieg.com

aberg@pieg.com

johnbistranin@realgy.com

BusinessOffice@REALGY.COM

mvorabout@ses4energy.com

rabaey@SES4ENERGY.COM

cborr@WPSCI.COM

kmarklein@STEPHENSON-MI.COM

kay8643990@YAHOO.COM

regulatory@texasretailenergy.com

bessenmacher@tecmi.coop

James.Beyer@wecenergygroup.com

Richard.Stasik@wecenergygroup.com

jlarsen@upppo.com

estocking@upppo.com

vobmgr@UP.NET

info@VILLAGEOFCLINTON.ORG

jeinstein@volunteerenergy.com

leew@WVPA.COM

tking@WPSCI.COM

Amanda@misostates.org

Deborah.e.erwin@xcelenergy.com

Michelle.Schlosser@xcelenergy.com

Presque Isle Electric & Gas Cooperative, INC

Presque Isle Electric & Gas Cooperative, INC

Realgy Corp.

Realgy Energy Services

Santana Energy

Santana Energy

Spartan Renewable Energy, Inc. (Wolverine Power Marketing Corp)

Stephenson Utilities Department

Superior Energy Company

Texas Retail Energy, LLC

Thumb Electric Cooperative

Upper Michigan Energy Resources Corporation

Upper Michigan Energy Resources Corporation

Upper Peninsula Power Company

Upper Peninsula Power Company

Village of Baraga

Village of Clinton

Volunteer Energy Services

Wabash Valley Power

Wolverine Power

Wood, Amanda

Xcel Energy

Xcel Energy