

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Complaint of)
Carsonville Wind, LLC Against The)
Detroit Edison Company for Failure to)
Comply With Its Obligation to)
Negotiate and Enter Into Power) Case No. U-16153
Purchase Agreement With Small Power)
Producing Facility)
)

**COMPLAINT OF CARSONVILLE WIND, LLC
AGAINST DETROIT EDISON COMPANY**

Pursuant to Rules 501 and 503 of the Rules of Practice and Procedure Before the Commission (1992 ACCS R 460.17501, R 460.17505), Carsonville Wind, LLC (“Carsonville Wind”) hereby respectfully asks the Michigan Public Service Commission (“Commission”) to order Detroit Edison Company (“Detroit Edison”) to comply with its lawful obligations under Standard Contract Rider No. 6 (“Rider No. 6) to The Detroit Edison Company Rate Book for Electric Service, M.P.S.C. No. 10 (issued September 16, 2009) (“Tariff”) by promptly negotiating and entering into a long term power purchase agreement (“PPA”) to purchase up to 19.5 Megawatts (“MW”) of capacity and associated energy made available from the Carsonville Wind project described herein, at rates, terms and conditions to be negotiated. Carsonville Wind further respectfully requests that this relief be granted on an expedited basis.

I. STATEMENT OF FACTS

1. Complainant Carsonville Wind is a Michigan corporation owned by Novelution Wind, LLC and Global Wind Energy USA, LLC, with its principal offices located at 1001 Oakwood Road, Ortonville, Michigan 48462. Complainant is represented in this proceeding by

Henry C. Cashen II, a licensed Michigan attorney with Dickstein Shapiro LLP. Concurrently filed with this Complaint are Motions for Admission *Pro Hac Vice* by Mr. Cashen on behalf of Bernays T. Barclay and Richard Lehfeldt, also with Dickstein Shapiro LLP. The Motions for Admission *Pro Hac Vice* and supporting documents are attached hereto at Exhibit A.

2. Respondent Detroit Edison is a public utility engaged in the business of generating, purchasing, distributing, and selling electric energy to approximately 2 million customers in southeastern Michigan. Detroit Edison is located at One Energy Plaza, Detroit, MI 48226.

3. Carsonville Wind is the developer of a 19.5 MW wind power production facility (the “Project”) to be developed and located on property in Sanilac County, Michigan, and intended to be interconnected to a 69 kilovolt (“kV”) distribution line on Detroit Edison’s distribution grid system.

4. The Project is a Small Power Producing Facility as that term is defined for purposes of Detroit Edison’s Tariff,¹ and is a Qualifying Small Power Production Facility (“QF”) under the regulations of the Federal Energy Regulatory Commission (“FERC”), 18 C.F.R. Section 292 *et al.* (2009) implementing the Public Utility Regulatory Policies Act of 1978, as amended, 16 U.S.C. Section 2601 *et al.* (2004) (“PURPA”),² Once operational, the Project will also be a firm service customer of Detroit Edison for the purchase of station power.

¹ Rider No. 6 to the Tariff defines a “Small Power Producing Facility” as a project that “[p]roduces electric energy solely by the use, as a primary energy source of biomass, waste, renewable resources, or any combination thereof and has a power production capability which together with any other facilities located on the same site is not greater than 80 MW.” Detroit Edison Tariff, Original Sheet No. D-83.00.

² The Project has self-certified its QF status as provided by FERC regulations and has provided Detroit Edison with notice of its QF status as required by Rider 6 to Detroit Edison’s Tariff. A copy of the Form 556 filed with FERC is attached hereto as Exhibit B.

5. Beginning with telephone calls in June 2009, Carsonville Wind representatives have repeatedly and regularly until the present time contacted or attempted to contact various official representatives of Detroit Edison, offering to make available to Detroit Edison the energy and capacity of the Project under a long term PPA at rates to be negotiated, and seeking to commence negotiations with Detroit Edison, so far without success.

6. On August 4, 2009, Carsonville Wind submitted an application to Detroit Edison pursuant to the rules of the Commission for interconnection of wind power projects, Mich. Admin. Code r. 460.601a *et al.* (2009), to interconnect the Project with the 69 kV distribution line of Detroit Edison designated Tie 4105. A copy of the application and receipt therefor is attached at Exhibit C. Carsonville Wind paid Detroit Edison the required deposit with the application at that time, and was assigned Project queue number DE0923. The application remains pending.

7. On August 12, 2009, Carsonville Wind sent a proposed draft PPA to Detroit Edison to facilitate negotiations for up to 30 MW of capacity and associated energy to be made available from the Project, the exact amount to be subject to PPA negotiations and the results of the interconnection study for which Carsonville Wind had previously applied. A copy of that correspondence, with the draft PPA showing changes from the Commission-approved Heritage Stoney Corners Wind Farm I, LLC PPA, is attached at Exhibit D. Carsonville Wind advised Detroit Edison that the draft PPA was based on the publicly available information concerning the PPA recently negotiated and executed on a sole-source basis between Heritage Wind, another wind power project developer, and Detroit Edison, which this Commission had approved on an expedited basis. Commission Order, *In the matter, on the Commission's own motion, regarding the regulatory reviews, revisions, determinations, and/or approvals necessary for THE*

DETROIT EDISON COMPANY to fully comply with Public Acts 286 and 295 of 2008, Case No. U-15806 (Apr. 30, 2009). In so doing, the Commission recognized that “expeditious treatment of renewable energy contracts is necessary to encourage commercial development of renewable energy resources.” *Id.* at 10.

8. On August 18, 2009, in a telephone conference call, Carsonville Wind’s representatives and counsel were advised by Mr. Charles Conlen, Detroit Edison’s Director of Renewable Energy Development that in his words the “management” of Detroit Edison had determined that the company would not negotiate a contract to purchase power from the Carsonville Wind Project unless the Project were to be awarded a contract through the process of a request for proposals to be commenced in September (“RFP”). Correspondence from Carsonville Wind’s President Dr. Laviolette to Mr. Conlen referencing this phone conversation and the topics discussed is attached at Exhibit E.

9. Since August 18, 2009, Detroit Edison has neither retracted nor corrected Mr. Conlen’s statement that Detroit Edison will not to negotiate a PPA with Carsonville Wind, nor has it agreed to commence negotiations. Instead, as of the date of this Complaint, it has continued to stonewall. Detroit Edison’s legal counsel Mr. Jon Christinidis has on repeated occasions simply advised Carsonville Wind’s counsel and management that Detroit Edison is “working on a formal response based on our communications.” A copy of the most recent correspondence to that effect is attached at Exhibit F. Despite more than three months of such assurances of work on a formal response, there has been no meaningful response, and no evident work product.

10. On November 17, 2009, Carsonville Wind’s President again demanded of Detroit Edison, through electronic mail to Mr. Charles Conlen, that Detroit Edison immediately

commence discussions to negotiate a long-term PPA for up to 19.5 MW of the capacity and associated energy of the Project, at rates and terms to be negotiated.³ Dr. Laviolette was then informed by Mr. Conlen that all discussions regarding the request for negotiations should be directed only to Mr. Christinidis. Carsonville Wind reiterated its request to Mr. Christinidis the same day and received from him the response attached hereto at Exhibit F.

II. COMPLAINT

11. Rider No. 6 to the Tariff provides that “Customers who develop small power producing facilities and sell electric output from their facility [to Detroit Edison] may receive service under the filed rates and applicable riders” under Detroit Edison’s Tariff. Rider No. 6, Tariff Original Sheet No. D-81.00. Rider No. 6 provides further that “the rate for [small power producing] facilities having a capacity of over 100 kW will be made under negotiated agreement.” *Id.*, Original Sheet No. D-82.00. Detroit Edison’s wrongful refusal to act in compliance with its own filed Tariff has been and continues to be burdensome, costly, and injurious to Carsonville Wind and to its ability to develop the Project.

12. Detroit Edison is also bound by FERC’s PURPA regulations to offer to purchase any energy and capacity made available to it by a QF, such as the Carsonville Wind Project, and

³ On October 26, 2009, Detroit Edison filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. QM10-2, an application to terminate its mandatory purchase obligation under PURPA with regard to qualifying facilities over 20 MW in size. Detroit Edison notified FERC in that filing that the Carsonville Wind Project (referred to as the “Novelution” project in the filing) would potentially be affected by the relief requested. On November 15, 2009, Carsonville Wind’s counsel advised Mr. Christinidis that while Carsonville Wind had not yet determined what capacity would be appropriate for its Project, due largely to Detroit Edison’s refusal to deal with Carsonville Wind’s request for PPA negotiations, Carsonville Wind would be willing to commit not to seek to provide more than 19.5 MW of capacity and associated energy to Detroit Edison under a long term PPA, and again demanded that Detroit Edison enter into negotiations to purchase such power. A copy of that correspondence is attached at Exhibit G, and Mr. Christinidis’ only response to date is attached at Exhibit F.

to do so pursuant to a “legally enforceable obligation over a specified term” with rates that are “just and reasonable” and, at the QF’s option, determined at the time the agreement is entered into, as opposed to the time that the energy and capacity are delivered. 18 C.F.R. Section 292.304(a)(1), (d)(2). Detroit Edison’s wrongful refusal to offer to purchase power that is made available from the Project is therefore in violation of Federal law which this Commission is required and authorized by PURPA to implement and enforce. 16 U.S.C. Section 824a-3(f).

13. Detroit Edison’s refusal to purchase power from the Project unless it is selected as a result of an RFP process is meritless and cannot excuse its failure to observe either its own Tariff or its obligations under PURPA.⁴ There is nothing in the Tariff or the Commission’s regulations that provides such an exception. Nor does PURPA or any FERC regulation provide such an excuse. Detroit Edison observed no such exception or excuse when it negotiated and executed a sole source PPA with the Heritage wind farm power project only a few months before Carsonville made its initial offer. Indeed, the Michigan Clean, Renewable, and Efficient Energy Act that requires Detroit Edison and other utilities to acquire Michigan Renewable Energy Credits (“RECs”) as they are created by the Act, expressly recognizes that utilities may be required to purchase power from QFs and, absent an agreement to the contrary, allocates RECs to both the purchasing utilities and the QFs in such circumstances. Mich. Comp. Laws Section 460.1035(1) (2008).

14. Detroit Edison’s FERC application to eliminate its mandatory purchase obligation under PURPA for projects in excess of 20 MW is not relevant to the Carsonville Wind project,

⁴ Carsonville Wind submitted a proposal to sell power and renewable energy credits from the Project to Detroit Edison pursuant to the renewable energy RFP that commenced in September 2009. By doing so, it in no way intended or agreed to waive any of its rights under Detroit Edison’s Tariff or under PURPA.

which has self-certified with FERC as a 19.5 MW wind powered QF, and has committed to Detroit Edison that it will not seek to provide more than 19.5 MW of capacity and associated energy to Detroit Edison from the Project.⁵ Even if that petition were applicable to QFs of 20 MW and under, however, and even if FERC had issued a final order granting Detroit Edison's petition for relief, which FERC has not in fact done, Detroit Edison's refusal to comply with its own filed Tariff with this Commission would not be excused thereby, and would remain a violation of law and of this Commission's regulations.⁶

15. In order to grant the very limited relief sought in this Complaint it is not necessary or requested that the Commission decide any issue of appropriate rates for the purchase of power from the Project, nor is it necessary for the Commission to approve or prescribe any other terms of a long-term PPA at this time. However, Carsonville Wind fully expects and concedes that a reasonable condition to effectiveness of any negotiated PPA would be review and approval of this Commission as to its rates and other terms as consistent with law and Commission precedent.

16. Detroit Edison's wrongful and arbitrary disregard, neglect, and refusal to acknowledge Carsonville Wind's proper and appropriate offer to sell power under a long term PPA has continued relentlessly for more than three months, and there is no reason whatsoever for this Commission to believe that it will not persist until the Commission acts affirmatively to

⁵ Carsonville Wind reserves the right, however, to develop a larger project and to offer the power and RECs in excess of 19.5 MW to other purchasers.

⁶ Carsonville Wind's demands for PPA negotiations under PURPA and Rider No. 6 substantially pre-dated Detroit Edison's petition to FERC, and may well be "grandfathered," or excepted from any relief FERC may decide to grant to Detroit Edison in QM10-2, on that basis alone, even if Detroit Edison's FERC application were otherwise applicable to Carsonville Wind.

correct it. Project development is a costly and risky undertaking for a small company such as Carsonville Wind. Its opportunity to attract capital for development and project financing, as well as to take advantage of opportunities to order and acquire equipment and services on favorable terms, are at continuing risk as time passes, and if those risks materialize the potential economic success of the project could be jeopardized.

17. This Commission is able to act expeditiously, as it demonstrated when it approved the Heritage PPA in approximately 30 days earlier this year, at Detroit Edison's request. There, the matter involved material issues of fact and law, as well as some amount of intervention and protest by other interested parties. In this case, the relevant and material facts are few and well-documented, and the law involved is the most basic element of the Commission's authority: that the utility must comply with its own filed and approved rate tariff and published procedures. Under these circumstances, Carsonville Wind submits that expedited treatment of this Complaint is duly warranted.

III. PRAYER FOR RELIEF

WHEREFORE, for all the reasons set forth above, Carsonville Wind respectfully requests the following relief:

a. That Detroit Edison be ordered to comply forthwith with its lawful obligations under its filed electric rate tariff and under PURPA by promptly negotiating in good faith and fair dealing and entering into a long term power purchase agreement to purchase up to 19.5 Megawatts of capacity and associated energy to be made available from the Carsonville Wind Project, at rates, terms and conditions to be negotiated by the parties subject to the further approval of the Commission.

b. That the Commission act to provide this relief on an expedited basis.

DATED this 2nd day of December, 2009.

By: _____
Henry C. Cashen II
Dickstein Shapiro LLP
1825 Eye Street NW
Washington, DC 20006

Counsel for Carsonville Wind, LLC

Exhibit A

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Complaint of)	
Carsonville Wind, LLC Against The)	
Detroit Edison Company for Failure to)	
Comply With Its Obligation to)	
Negotiate and Enter Into Power)	Case No. U-16153
Purchase Agreement With Small Power)	
Producing Facility)	
)	

MOTION FOR ADMISSION PRO HAC VICE

Pursuant to Rule 309 of the Rules of Practice and Procedure Before the Commission (1992 ACCS R 460.17309) (collectively, the “Rules”), Carsonville Wind, LLC (“Carsonville Wind”), by its Michigan counsel, Henry C. Cashen II, moves for the admission *pro hac vice* of Bernays T. Barclay to appear and participate as its counsel in the above-captioned case, and states in support of its request:

1. Rule 309(2) of the Michigan Public Service Commission (“Commission”) Rules provides:

An attorney who is duly licensed to practice law in another state or in the courts of the United States may be permitted to practice before the Commission on the same basis as in the circuit courts of this state.

2. Rule 8.126(A) of the Michigan Court Rules (“MCR”) provides in relevant part:

Any person who is licensed to practice law in another state or territory . . . and who is not disbarred or suspended in any jurisdiction, and who is eligible to practice in at least one jurisdiction, may be permitted to appear and practice in a specific case . . . before an administrative tribunal or agency in this state when associated with and on motion of an active member of the State Bar of Michigan who appears of record in the case. . . . Permission to appear and practice is within the discretion of the . . . administrative tribunal or agency, and may be revoked at any time for misconduct.

3. Mr. Barclay is a Partner with Dickstein Shapiro LLP, 1633 Broadway, New York, NY 10019-6708.

4. Mr. Barclay is an attorney duly licensed and in good standing in the State of New York.

5. Pursuant to the requirements of MCR 8.126(a)(1)(a), this motion is supported by the Affidavit of Mr. Barclay.

6. Pursuant to the requirements of MCR 8.126(A)(1)(a), local Michigan counsel attests:

- a. That he has filed an appearance in this case as local counsel of record for Carsonville Wind;
- b. That he has read the attached Affidavit of Bernays T. Barclay;
- c. That he has made reasonable inquiry concerning the averments made therein;
- d. That he believes the averments made in the attached affidavit are true; and
- e. That he agrees to ensure that the procedures of MCR 8.126 are followed.

7. Pursuant to MCR 8.126(A)(1)b), a copy of this motion and supporting affidavit is being sent to the Michigan Attorney Grievance Commission.

WHEREFORE, Carsonville Wind requests that the Commission grant this Motion for Admission Pro Hac Vice.

DATED this 2nd day of December, 2009.

By: _____
Henry C. Cashen II
Partner
Dickstein Shapiro LLP
1825 Eye Street NW
Washington, DC 20009

Counsel for Carsonville Wind, LLC

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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Negotiate and Enter Into Power)
Purchase Agreement With Small Power)
Producing Facility)

Case No. U-16153

AFFIDAVIT OF BERNAYS T. BARCLAY

Bernays T. Barclay, first being duly sworn, affirms as follows:

- 1. I am a Partner with Dickstein Shapiro LLP, 1633 Broadway, New York, NY 10019-6708.
2. I am an attorney duly licensed and in good standing in the State of New York.
3. I have not been disbarred or suspended in any jurisdiction, and am not the subject of any pending disciplinary action.
4. I am familiar with the Michigan Rules of Professional Conduct, Michigan Court Rules, and Michigan Rules of Evidence.

DATED this 2nd day of December, 2009.

Subscribed and sworn before me,
This 2nd day of December, 2009

Notary Public
County of Queens, State of NY
My Commission Expires: 06/06/2013

JESSICA M. BORRIELLO
NOTARY PUBLIC STATE OF NEW YORK
QUEENS COUNTY
LIC. # 01B06128105
COMM EXP. JUNE 6, 2013

By: [Signature]
Bernays T. Barclay
Dickstein Shapiro LLP
1633 Broadway
New York, NY 10019-6708
BarclayB@dicksteinshapiro.com

STATE OF MICHIGAN

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MOTION FOR ADMISSION PRO HAC VICE

Pursuant to Rule 309 of the Rules of Practice and Procedure Before the Commission (1992 ACCS R 460.17309) (collectively, the “Rules”), Carsonville Wind, LLC (“Carsonville Wind”), by its Michigan counsel, Henry C. Cashen II, moves for the admission *pro hac vice* of Richard Lehfeldt to appear and participate as its counsel in the above-captioned case, and states in support of its request:

1. Rule 309(2) of the Michigan Public Service Commission (“Commission”) Rules provides:

An attorney who is duly licensed to practice law in another state or in the courts of the United States may be permitted to practice before the Commission on the same basis as in the circuit courts of this state.

2. Rule 8.126(A) of the Michigan Court Rules (“MCR”) provides in relevant part:

Any person who is licensed to practice law in another state or territory . . . and who is not disbarred or suspended in any jurisdiction, and who is eligible to practice in at least one jurisdiction, may be permitted to appear and practice in a specific case . . . before an administrative tribunal or agency in this state when associated with and on motion of an active member of the State Bar of Michigan who appears of record in the case. . . . Permission to appear and practice is within the discretion of the . . . administrative tribunal or agency, and may be revoked at any time for misconduct.

3. Mr. Lehfeltd is a Partner with Dickstein Shapiro LLP, 1825 Eye Street NW, Washington, DC 20006.

4. Mr. Lehfeltd is an attorney duly licensed and in good standing in the District of Columbia.

5. Pursuant to the requirements of MCR 8.126(a)(1)(a), this motion is supported by the Affidavit of Mr. Lehfeltd.

6. Pursuant to the requirements of MCR 8.126(A)(1)(a), local Michigan counsel attests:

a. That he has filed an appearance in this case as local counsel of record for Carsonville Wind;

b. That he has read the attached Affidavit of Richard Lehfeltd;

c. That he has made reasonable inquiry concerning the averments made therein;

d. That he believes the averments made in the attached affidavit are true; and

e. That he agrees to ensure that the procedures of MCR 8.126 are followed.

7. Pursuant to MCR 8.126(A)(1)b), a copy of this motion and supporting affidavit is being sent to the Michigan Attorney Grievance Commission.

WHEREFORE, Carsonville Wind requests that the Commission grant this Motion for Admission Pro Hac Vice.

DATED this 2nd day of December, 2009.

By: _____
Henry C. Cashen II
Partner
Dickstein Shapiro LLP
1825 Eye Street NW
Washington, DC 20006

Counsel for Carsonville Wind, LLC

STATE OF MICHIGAN

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Producing Facility)

Case No. U-16153

AFFIDAVIT OF RICHARD LEHFELDT

Richard Lehfeldt, first being duly sworn, affirms as follows:

- 1. I am a Partner with Dickstein Shapiro LLP, 1825 Eye Street NW, Washington, DC 20006.
2. I am an attorney duly licensed and in good standing in the District of Columbia.
3. I have not been disbarred or suspended in any jurisdiction, and am not the subject of any pending disciplinary action.
4. I am familiar with the Michigan Rules of Professional Conduct, Michigan Court Rules, and Michigan Rules of Evidence.

DATED this 2nd day of December, 2009.

Subscribed and sworn before me,
This 2nd day of December, 2009
Penny Chanin
Notary Public
County of DISTRICT, State of Columbia
My Commission Expires: 03/14/2011

By: [Signature]
Richard Lehfeldt
Dickstein Shapiro LLP
1825 Eye Street NW
Washington, DC 20006
LehfeldtR@dicksteinshapiro.com

Penny Chanin
Notary Public District of Columbia
My Commission Expires: March 14, 2011

Exhibit B

FERC Form No. 556
18 C.F.R. § 131.80

CERTIFICATION OF QUALIFYING FACILITY STATUS FOR AN EXISTING OR A
PROPOSED SMALL POWER PRODUCTION OR COGENERATION FACILITY

INFORMATION ABOUT COMPLIANCE

Compliance with the information collection requirements established by the FERC Form No. 556 is required to obtain and maintain status as a qualifying facility. *See* 18 C.F.R. § 131.80 and Part 292. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

SUBMITTING COMMENTS ON PUBLIC REPORTING BURDEN

The estimated burden for completing FERC Form No. 556, including gathering and reporting information, is 4 hours for self-certifications and 38 hours for applications for Commission certification. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the following: Michael Miller, Office of the Executive Director (ED-34), Federal Energy Regulatory Commission, 888 First Street NE., Washington, DC 20426; and Desk Officer for FERC, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503 (oira_submission@omb.eop.gov). Include the Control No. 1902-0075 in any correspondence.

GENERAL INSTRUCTIONS

Complete this form by replacing bold text below with responses to each item, as required.

PART A: GENERAL INFORMATION TO BE SUBMITTED BY ALL APPLICANTS

1a. Full name of applicant: [Note: Applicant is the legal entity submitting this form, not the individual employee making the filing. Generally, the Applicant will be a company, corporation or organization, unless the facility is owned directly by an individual or individuals.]

Carsonville Wind, LLC

Docket Number assigned to the immediately preceding submittal filed with the Commission in connection with the instant facility, if any:

None

Purpose of instant filing (self-certification or self-recertification [18 C.F.R. § 292.207(a)(1)], or application for Commission certification or recertification [18 C.F.R. §§ 292.207(b) and (d)(2)]):

Self-certification

1b. Full address of applicant:

**Carsonville Wind, LLC
1001 Oakwood Rd
Ortonville, Mi 48462**

1c. Indicate the owner(s) of the facility (including the percentage of ownership held by any electric utility or electric utility holding company, or by any persons owned by either) and the operator of the facility.

The facility will be owned and operated by Carsonville Wind, LLC, which is wholly owned by Novelution Wind, LLC and Global Wind Energy USA, LLC. There are no electric utility or electric utility holding company owners.

Additionally, state whether or not any of the non-electric utility owners or their upstream owners are engaged in the generation or sale of electric power, or have any ownership or operating interest in any electric facilities other than qualifying facilities.

None of the non-electric utility owners or their upstream owners are engaged in the generation or sale of electric power, or have any ownership or operating interest in any electric facilities other than qualified facilities.

In order to facilitate review of the application, the applicant may also provide an ownership chart identifying the upstream ownership of the facility. Such chart should indicate ownership percentages where appropriate.

1d. Signature of authorized individual evidencing accuracy and authenticity of information provided by applicant: [Note: A signature on a filing shall constitute a certificate that (1) the signer has read the filing and knows its contents; (2) the contents are true as stated, to the best knowledge and belief of the signer; and (3) the signer possesses full power and authority to sign the filing. A person submitting a self-certification electronically via eFiling may use typed characters representing their name to show that the person has signed the document. *See* 18 C.F.R. § 385.2005.]

Dr. Thomas Laviolette, CMfgE

2. Person to whom communications regarding the filed information may be addressed:

Name: **Dr. Thomas Laviolette**

Title: **President**

Telephone number: **857-453-9943**

Mailing address: **1001 Oakwood Rd
Ortonville, Mi 48462**

3a. Location of facility to be certified:

State: **Michigan**

County: **Sanilac**

City or town: **Carsonville**

Street address (if known): **Not known at this time**

3b. Indicate the electric utilities that are contemplated to transact with the qualifying facility (if known) and describe the services those electric utilities are expected to provide:

DTE Energy, Consumers Energy, or Wolverine Power

Indicate utilities interconnecting with the facility and/or providing wheeling service [18 C.F.R. §§ 292.303(c) and (d)]:

DTE Energy, Consumers Energy, or Wolverine Power

Indicate utilities purchasing the useful electric power output [18 C.F.R. §§ 292.101(b)(2), 292.202(g) and 292.303(a)]:

DTE Energy, Consumers Energy, or Wolverine Power

Indicate utilities providing supplementary power, backup power, maintenance power, and/or interruptible power service [18 C.F.R. §§ 292.101(b)(3), (b)(8), 292.303(b) and 292.305(b)]:

DTE Energy, Consumers Energy, or Wolverine Power

4a. Describe the principal components of the facility including boilers, prime movers and electric generators, and explain their operation. Include transmission lines, transformers and switchyard equipment, if included as part of the facility.

The facility will consist of 13 GE 1.5 MW XLE or SLE wind turbines and other equipment necessary to interconnect the facility to the grid.

4b. Indicate the maximum gross and maximum net electric power production capacity of the facility at the point(s) of delivery and show the derivation. [Note: Maximum gross output is the maximum amount of power that the facility is able to produce, measured at the terminals of the generator(s). Maximum net output is maximum gross output minus (1) any auxiliary load for devices that are necessary and integral to the power production process (fans, pumps, etc.), and (2) any losses incurred from the generator(s) to the point of delivery. If any electric power is consumed at the location of the QF (or thermal host) for purposes not related to the power production process, such power should not be subtracted from gross output for purposes of reporting maximum net output here.]

Gross output: **Estimated at 19.5 MW**

Net output: **Estimated at 19.1 MW**

Derivation (assumptions about losses, auxiliary load or lack thereof, and calculation of gross and net output):

The net output figure is based on the assumption of 2% aggregate for station load and delivery losses.

4c. Indicate the actual or expected installation and operation dates of the facility, or the actual or expected date of completion of the reported modification to the facility:

Expected operation date is September 2010

4d. Describe the primary energy input (e.g., hydro, coal, oil [18 C.F.R. § 292.202(l)], natural gas [18 C.F.R. § 292.202(k)], solar, geothermal, wind, waste, biomass [18 C.F.R. § 292.202(a)], or other). For a waste energy input that does not fall within one of the categories on the Commission's list of previously approved wastes, demonstrate that such energy input has little or no current commercial value and that it exists in the absence of the qualifying facility industry [18 C.F.R § 292.202(b)].

Wind

5. Provide the average annual hourly energy input in terms of Btu for the following fossil fuel energy inputs, and provide the related percentage of the total average annual hourly energy input to the facility [18 C.F.R § 292.202(j)]. For any oil or natural gas fuel, use lower heating value [18 C.F.R § 292.202(m)]:

Natural gas: **None**

Oil: **None**

Coal (applicable only to a small power production facility): **None**

6. Discuss any particular characteristic of the facility which the cogenerator or small power producer believes might bear on its qualifying status.

None

PART B: DESCRIPTION OF THE SMALL POWER PRODUCTION FACILITY

Items 7 and 8 only need to be answered by applicants seeking certification as a small power production facility. Applicants for certification as a cogeneration facility may delete Items 7 and 8 from their application, or enter "N/A" at both items.

7. Describe how fossil fuel use will not exceed 25 percent of the total annual energy input limit [18 C.F.R §§ 292.202(j) and 292.204(b)]. Also, describe how the use of fossil fuel will be limited to the following purposes to conform to Federal Power Act section 3(17)(B): ignition, start-up, testing, flame stabilization, control use, and minimal amounts of fuel required to alleviate or prevent unanticipated equipment outages and emergencies directly affecting the public.

The facility will not use any fossil fuel.

8. If the facility reported herein is not an eligible solar, wind, waste or geothermal facility, and if any other non-eligible facility located within one mile of the instant facility is owned by any of the entities (or their affiliates) reported in Part A at item 1c above and uses the same primary energy input, provide the following information about the other facility for the purpose of demonstrating that the total of the power production capacities of these facilities does not exceed 80 MW [18 C.F.R § 292.204(a)]: [*See* definition of an "eligible facility" below. Note that an "eligible facility" is a specific type of small power production facility that is eligible for special treatment under the Wind, Waste and Geothermal Power Production Incentives Act of 1990, as subsequently amended in 1991, and should not be confused with facilities that are generally eligible for QF status.]

Facility name, if any (as reported to the Commission):

The facility is not located within one mile of any other non-eligible wind-powered facility owned by the entities reported in Part A at item 1c.

Commission Docket Number:

N/A

Name of common owner:

N/A

Common primary energy source used as energy input:

N/A

Power production capacity (MW): N/A

An eligible solar, wind, waste or geothermal facility, as defined in Section 3(17)(E) of the Federal Power Act, is a small power production facility that produces electric energy solely by the use, as a primary energy input, of solar, wind, waste or geothermal resources, for which either an application for Commission certification of qualifying status [18 C.F.R § 292.207(b)] or a notice of self-certification of qualifying status [18 C.F.R § 292.207(a)] was submitted to the Commission not later than December 31, 1994, and for which construction of such facility commences not later than December 31, 1999, or if not, reasonable diligence is exercised toward the completion of such facility, taking into account all factors relevant to construction of the facility.

Document Content(s)

Carsonville Wind LLC Form 556.DOC.....1-6

Exhibit C

**Generator
Interconnection
Application
For
Novelution Wind LLC
To
Detroit Edison
August 3, 2009**

APPENDIX A

INTERCONNECTION APPLICATION

GENERATOR INTERCONNECTION APPLICATION
AGGREGATE GENERATOR OUTPUT OF 2 MW OR MORE

1. The undersigned Project Developer submits this Generator Interconnection Application and appropriate filing fee to interconnect a new Project to the Detroit Edison Electric System or to increase the capacity of an existing Project interconnected to the Detroit Edison Electric System.
2. A Project Developer requesting interconnection or an increase in the capacity of an existing Project to the Detroit Edison Electric System must provide the following information:
 - a. Completed Interconnection Application Data sheet appropriate for the capacity rating and type of generating unit(s), as found in the Detroit Edison's Generator Interconnection Requirements (Interconnection Application Data sheet, found in Appendix B or C, must be attached to this Interconnection Application).
 - b. Description of the equipment configuration and proposed interconnection one-line diagram (one-line diagram must be attached to this Interconnection Application).
 - c. Project Developer (Single Point of Contact):

Name: DR. THOMAS LAVIOLETTE

Address: 1001 OAKWOOD ROAD
ORTONVILLE MICHIGAN 48462

Phone Number: 857-453-9943

Fax Number: 248-793-3132

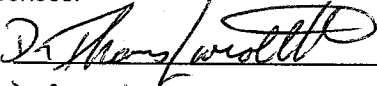
e-mail Address: LAVIOLETTE.TOM@NOVELUTIONWIND.COM

Project Site Address: CARSONVILLE MICHIGAN

3. This Generator Interconnection Application shall be directed to the Detroit Edison representative as indicated below:

Supervising Engineer – Distributed Resource Planning
Detroit Edison
2000 2nd Avenue 415 SB
Detroit, MI 48226

4. I, the undersigned and authorized representative of the Project, submit this Generator Interconnection Application and required technical data for the Detroit Edison's review. I understand that upon acceptance, Detroit Edison shall subsequently provide an Interconnection Study Agreement. The Interconnection Study Agreement will include the Scope of the Interconnection Study. I also understand that I shall be required to furnish certain required technical data as requested by Detroit Edison in support of this study and reimburse Detroit Edison for its study expenses.

Authorized Signature: 

Printed Name: DR THOMAS LAVIOLETTE

Title: PRESIDENT

Company Name: NOVELUTION WIND LLC,

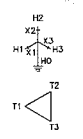
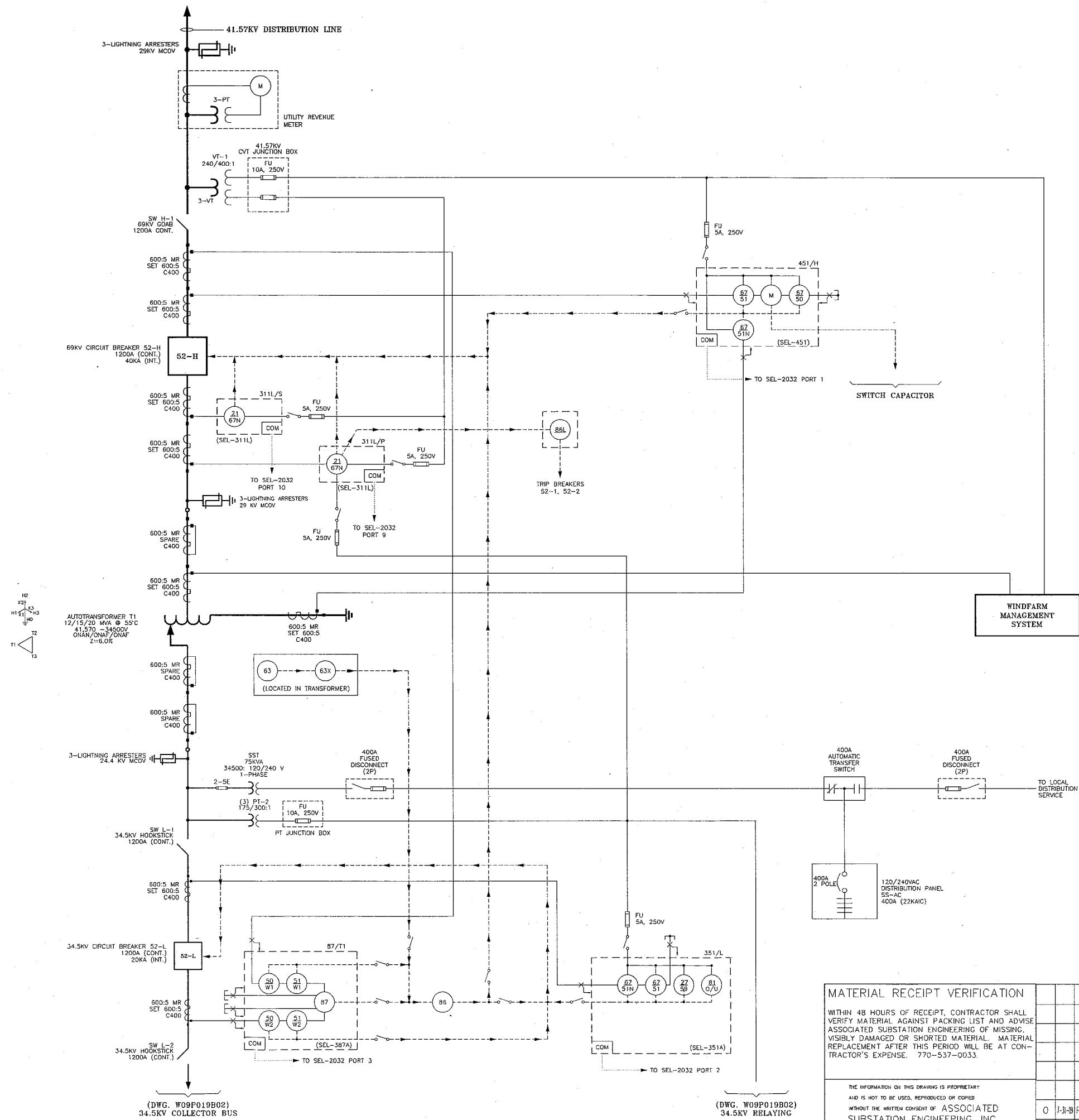
Date: 8/3/2009

APPENDIX B

**SYNCHRONOUS AND INDUCTION
GENERATORS**

AGGREGATE GENERATION OF 2 MW OR MORE

REQUIRED DATA



LEGEND:

- 21 LINE DISTANCE RELAY
- 27 UNDERVOLTAGE RELAY
- 51 INSTANTANEOUS OVERCURRENT RELAY
- 59 TIME OVERCURRENT RELAY
- 59CS BREAKER CONTROL SWITCH
- 59 OVERVOLTAGE RELAY
- 63X SUDDEN PRESSURE SEAL-IN RELAY
- 67 PHASE DIRECTIONAL OVERCURRENT RELAY
- 67N NEUTRAL DIRECTIONAL OVERCURRENT RELAY
- 86 LOCK-OUT RELAY
- 810/U OVER/UNDER FREQUENCY RELAY
- 87 TRANSFORMER DIFFERENTIAL RELAY

——— POWER BUS
 - - - AC SENSING
 - - - DC CONTROL
 COMMUNICATIONS

(DWG. W09P019B02)
34.5KV COLLECTOR BUS

(DWG. W09P019B02)
34.5KV RELAYING

MATERIAL RECEIPT VERIFICATION

WITHIN 48 HOURS OF RECEIPT, CONTRACTOR SHALL VERIFY MATERIAL AGAINST PACKING LIST AND ADVISE ASSOCIATED SUBSTATION ENGINEERING OF MISSING, VISIBLY DAMAGED OR SHORTED MATERIAL. MATERIAL REPLACEMENT AFTER THIS PERIOD WILL BE AT CONTRACTOR'S EXPENSE. 770-537-0033.

REV.	DATE	DRN	CHK	APP	DESCRIPTION
0	7-31-09	RWS	JMA	RNR	ISSUED FOR QUOTATION

CUSTOMER: **NOVELUTION WIND, LLC.**

TITLE: **SUBSTATION SINGLE LINE DIAGRAM (SH 1 OF 2)**

SUBSTATION: **41.57-34.5KV SANDUSKY WIND PROJECT**

DATE: 7-31-09

SCALE: NONE

APPROVED (CHECKED): RNR

DRAWN: JMA

BRANCH NUMBER: W09P019B01

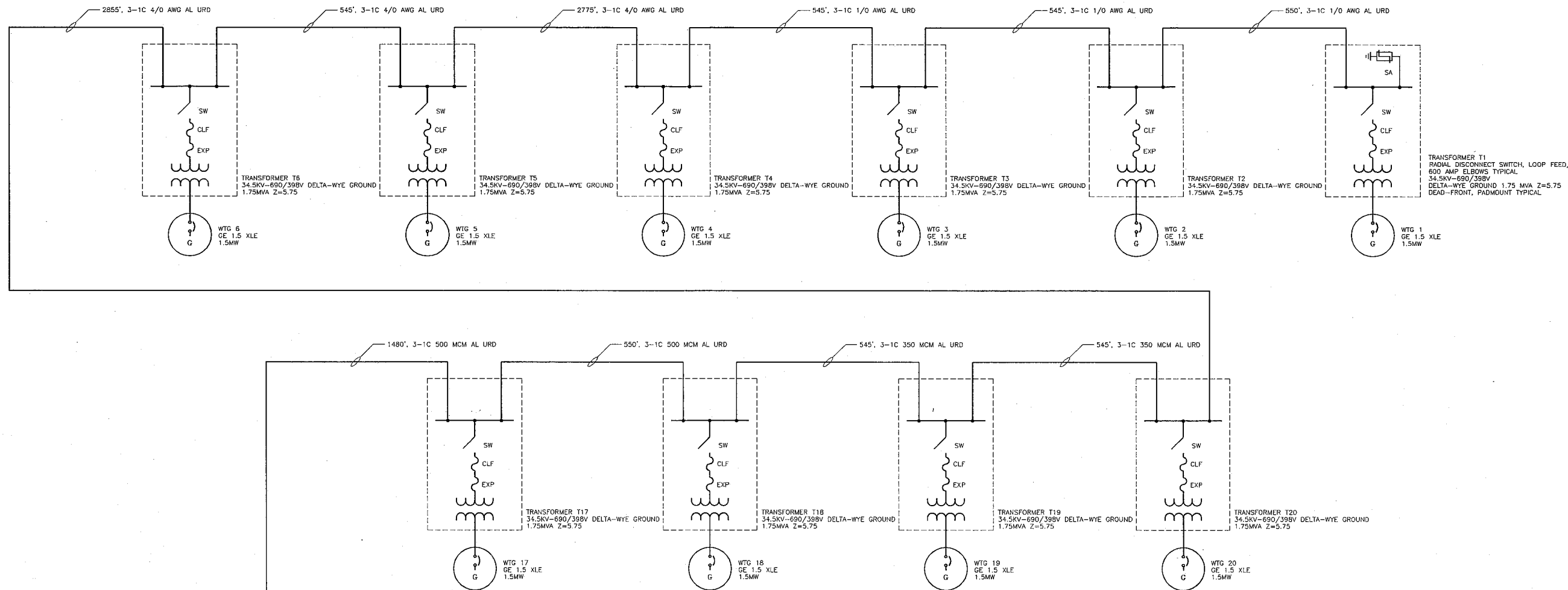
REVISION: 0

THE INFORMATION ON THIS DRAWING IS PROPRIETARY AND IS NOT TO BE USED, REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF ASSOCIATED SUBSTATION ENGINEERING, INC.

0 7-31-09 RWS JMA RNR ISSUED FOR QUOTATION

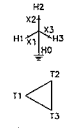
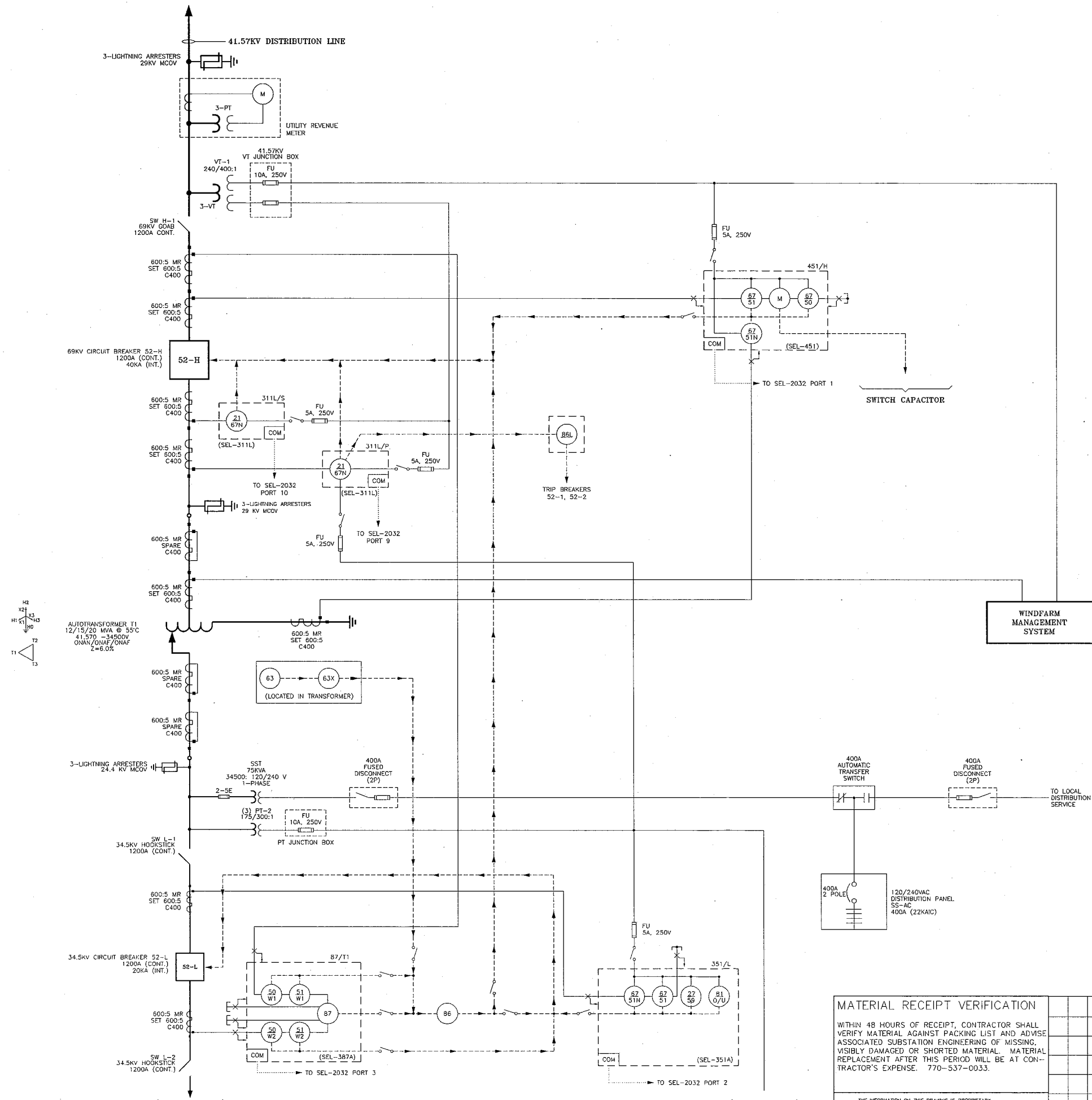
ASSOCIATED SUBSTATION ENGINEERING, INC.
 371 HAWK JONES RD.
 CARROLLTON, GEORGIA 30117
 PHONE: 770-834-0738

AUBREY SILVEY ENTERPRISES, INC.
 371 HAWK JONES RD.
 CARROLLTON, GEORGIA 30117
 PHONE: 770-834-0738



TO SUBSTATION NO. 1
CIRCUIT #1
(DWG. W09P019B02)

MATERIAL RECEIPT VERIFICATION WITHIN 48 HOURS OF RECEIPT, CONTRACTOR SHALL VERIFY MATERIAL AGAINST PACKING LIST AND ADVISE ASSOCIATED SUBSTATION ENGINEERING OF MISSING, VISIBLY DAMAGED OR SHORTED MATERIAL. MATERIAL REPLACEMENT AFTER THIS PERIOD WILL BE AT CONTRACTOR'S EXPENSE. 770-537-0033.		CUSTOMER NOVELUTION WIND, LLC.	
THE INFORMATION ON THIS DRAWING IS PROPRIETARY AND IS NOT TO BE USED, REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF ASSOCIATED SUBSTATION ENGINEERING, INC.		TITLE WIND FARM SINGLE LINE DIAGRAM	
SUBSTATION 41.57-34.5KV SANDUSKY WIND PROJECT		DATE 7-31-09	
SCALE NONE		APPROVED RNR JMA RWS	
REV. DATE DRW CK APP DESCRIPTION 0 7-31-09 RWS JMA RNR ISSUED FOR QUOTATION		DRAWING NUMBER W09P019B03	
ASSOCIATED SUBSTATION ENGINEERING, INC. 371 HAMP JONES RD. CARROLLTON, GEORGIA 30117 PHONE: 770-934-0738		ASSOCIATED SUBSTATION ENGINEERING, INC. 919 ALABAMA AVE. SOUTH BIRMGHAM, GEORGIA 35218 PHONE: 770-537-0033	



LEGEND:

- 21 LINE DISTANCE RELAY
- 27 UNDERVOLTAGE RELAY
- 50 INSTANTANEOUS OVERCURRENT RELAY
- 51 TIME OVERCURRENT RELAY
- 52CS BREAKER CONTROL SWITCH
- 59 OVERVOLTAGE RELAY
- 63X SUDDEN PRESSURE SEAL-IN RELAY
- 67 PHASE DIRECTIONAL OVERCURRENT RELAY
- 67N NEUTRAL DIRECTIONAL OVERCURRENT RELAY
- 86 LOCK-OUT RELAY
- 810/U OVER/UNDER FREQUENCY RELAY
- 87 TRANSFORMER DIFFERENTIAL RELAY

——— POWER BUS
 - - - AC SENSING
 - - - DC CONTROL
 - - - COMMUNICATIONS

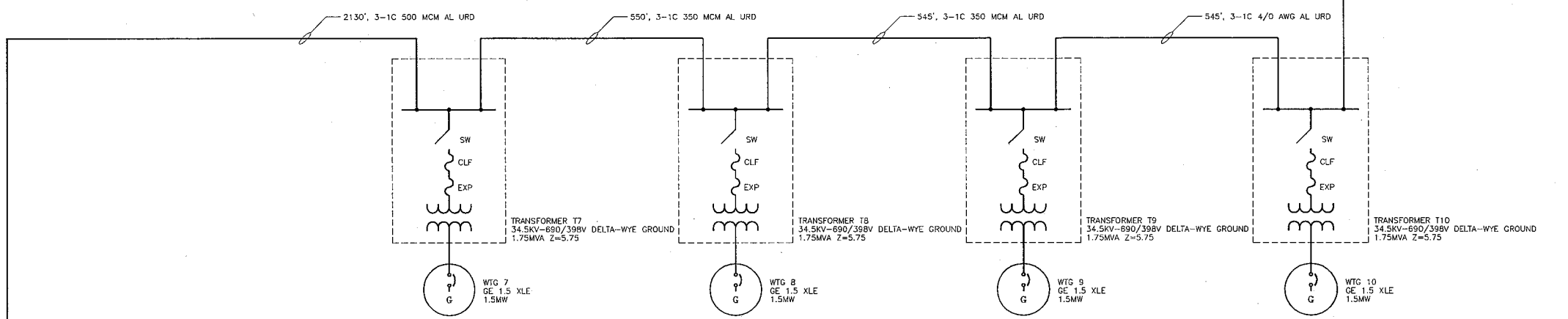
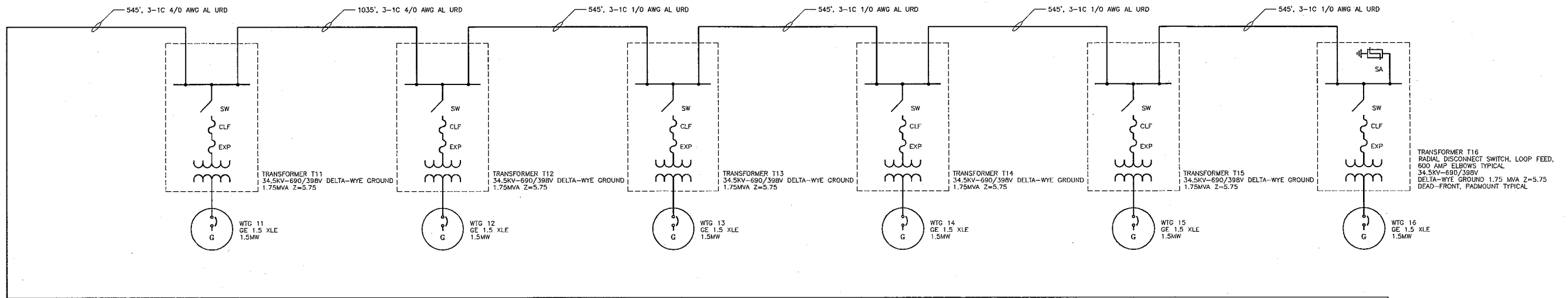
MATERIAL RECEIPT VERIFICATION

WITHIN 48 HOURS OF RECEIPT, CONTRACTOR SHALL VERIFY MATERIAL AGAINST PACKING LIST AND ADVISE ASSOCIATED SUBSTATION ENGINEERING OF MISSING, VISIBLY DAMAGED OR SHORTED MATERIAL. MATERIAL REPLACEMENT AFTER THIS PERIOD WILL BE AT CONTRACTOR'S EXPENSE. 770-537-0033.

REV.	DATE	DRN	CHK	APP	DESCRIPTION
0	7-31-09	RWS	JMA	RNR	ISSUED FOR QUOTATION

CUSTOMER	NOVELUTION WIND, LLC.				
TITLE	SUBSTATION SINGLE LINE DIAGRAM (SH. 1 OF 2)				
SUBSTATION	41.57-34.5KV SANDUSKY WIND PROJECT				
DATE	7-31-09	APPROVED	CHECKED	DRAWN	REVISION
SCALE	NONE	RNR	JMA	RWS	W09P019B04
AUBREY SILVEY ENTERPRISES, INC.		ASSOCIATED SUBSTATION ENGINEERING, INC.			
371 HAMP JONES RD. CARROLLTON, GEORGIA 30117 PHONE: 770-824-0738		919 ALABAMA AVE. SOUTH BREKEN, GEORGIA 30110 PHONE: 770-937-0033			

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TO SUBSTATION NO. 2
CIRCUIT #1
(DWG. W09P019B05)

MATERIAL RECEIPT VERIFICATION		CUSTOMER: NOVELUTION WIND, LLC.			
WITHIN 48 HOURS OF RECEIPT, CONTRACTOR SHALL VERIFY MATERIAL AGAINST PACKING LIST AND ADVISE ASSOCIATED SUBSTATION ENGINEERING OF MISSING, VISIBLY DAMAGED OR SHORTED MATERIAL. MATERIAL REPLACEMENT AFTER THIS PERIOD WILL BE AT CONTRACTOR'S EXPENSE. 770-537-0033.		TITLE: WIND FARM SINGLE LINE DIAGRAM			
		SUBSTATION: 41.57-34.5KV SANDUSKY WIND PROJECT			
		DATE: 7-31-09	APPROVED: [Signature]		
		SCALE: NONE	CHECKED: [Signature]		
		DRAWN: RNR			
		DRAWING NUMBER: W09P019B06			
		REVISION: 0			
THE INFORMATION ON THIS DRAWING IS PROPRIETARY AND IS NOT TO BE USED, REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF ASSOCIATED SUBSTATION ENGINEERING, INC.		ASSOCIATED SUBSTATION ENGINEERING, INC. 371 HAMP JONES RD. CARROLLTON, GEORGIA 30117 PHONE: 770-834-9738			
0 7-31-09 RWS JMA RNR ISSUED FOR QUOTATION		ASSOCIATED SUBSTATION ENGINEERING, INC. 319 ALABAMA AVE. SOUTH SHELBY, GEORGIA 30116 PHONE: 770-537-0033			
REV.	DATE	DRN	CK	APP	DESCRIPTION

**SYNCHRONOUS OR INDUCTION GENERATORS - AGGREGATE \geq 2 MW
 INTERCONNECTION APPLICATION DATA FOR: NOUCLUTTON WIND LLC,
 PROVIDED BY: DR. THOMAS LAUIOLETTE DATE: 8/31/2009**

Instructions: Attach data sheets as required. Indicate in the tables below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique transformer.

General Information

Item No	Data Description	Attached Page No
1	Flow-back or Non-Flow-back	
2	Project Type (Base load, peaking, intermediate)	
3	Site Plan	
4	Simple One-Line Diagram(s) for Project and Project Load	W09P019B01 to W09P019B06
5	Detailed One-Line Diagram(s) for Project	W09P019B01 to W09P019B06
6	Energization Date for Project Interconnection Facilities	
7	First Parallel Operation Date for Testing	
8	Project Commercial Operation Date	
9	Estimated Project Cost	

Isolating Transformer(s) between Project Developer(s) and Utility: Transformer No

Item No	Data Description	Attached Page No
1	Rated kV and connection (delta, wye, wye-gnd) of each winding	W09P019B01, W09P019B04
2	kVA of each winding	W09P019B01, W09P019B04
3	BIL of each winding	
4	Fixed taps available for each winding	
5	Positive/negative range for any LTC windings	
6	%Z Impedance on transformer self cooled rating	W09P019B01, W09P019B04
7	Percent excitation current at rated kV	
8	Load Loss Watts at full load or X/R ratio	

The following information on these system components shall appear on the preliminary One-Line Diagram, including manufacturer make and model for the items listed below:

- Breakers - Rating, location and normal operating status (open or closed)
- Buses - Operating voltage
- Capacitors - Size of bank in kVAR
- Circuit Switchers - Rating, location and normal operating status (open or closed)
- Current Transformers - Overall ratio, connected ratio
- Fuses - normal operating status, rating (Amps), type
- Generators - Capacity rating (kVA), location, type, method of grounding
- Grounding Resistors - Size (ohms), current (Amps)
- Isolating transformers - Capacity rating (kVA), location, impedance, voltage ratings, primary and secondary connections and method of grounding
- Potential Transformers - Ratio, connection
- Reactors - Ohms/phase
- Relays - Types, quantity, IEEE device number, operator lines indicating the device initiated by the relays.
- Switches - Location and normal operating status (open or closed), type, rating
- Tagging Point - Location, identification

SYNCHRONOUS GENERATORS - AGGREGATE \geq 2 MW

INTERCONNECTION APPLICATION DATA FOR: NOVELUTION WIND LLC

PROVIDED BY: DR. THOMAS LAUIOLLETTE **DATE:** 8/3/2009

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique generator.

Electric Generator(s) at the Project:

Generator No

Item No	Data Value	Data Description	Attached Page No
1	Synch	Generator Type (synchronous or induction)	
2	690 V	Generator Nameplate Voltage	
3	1.5 MW	Generator Nameplate Watts or Volt-Amperes	
4		Generator Nameplate Power Factor (pf)	
5	1800	RPM	
6	575-690 V	Minimum and Maximum Acceptable Terminal Voltage	
7		Direct axis reactance (saturated)	
8		Direct axis reactance (unsaturated)	
9		Quadrature axis reactance (unsaturated)	
10		Direct axis transient reactance (saturated)	
11		Direct axis transient reactance (unsaturated)	
12		Quadrature axis transient reactance (unsaturated)	
13		Direct axis sub-transient reactance (saturated)	
14		Direct axis sub-transient reactance (unsaturated)	
15		Leakage Reactance	
16		Direct axis transient open circuit time constant	
17		Quadrature axis transient open circuit time constant	
18		Direct axis subtransient open circuit time constant	
19		Quadrature axis subtransient open circuit time constant	
20		Open Circuit saturation curve	
21		Reactive Capability Curve showing overexcited and underexcited limits (Reactive Information if non-synchronous)	
22		Excitation System Block Diagram with values for gains and time constants (Laplace transforms)	
23		Short Circuit Current contribution from Generator at the Point of Common Coupling	
24		Rotating inertia of overall combination Generator, prime mover, couplers and gear drives	
25		Station Power load when generator is off-line, Watts, pf	
26		Station Power load during start-up, Watts, pf	
27		Station Power load during operation, Watts, pf	
28		National Recognized Testing Laboratory Certification (if applicable)	
29		Written Commissioning Test Procedure	

INDUCTION GENERATORS - AGGREGATE \geq 2 MW

INTERCONNECTION APPLICATION DATA FOR: Navelton Wind LLC
PROVIDED BY: DR. Thomas LAUIOLATE **DATE:** 8/3/2009

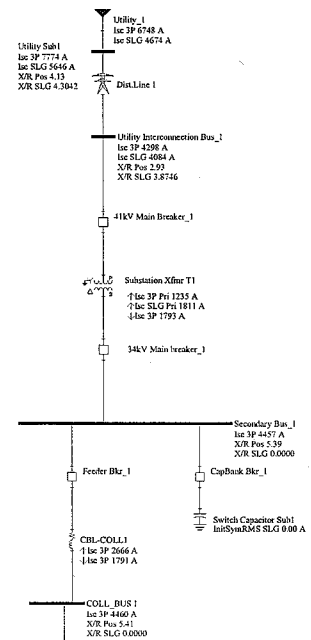
Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique generator.

Electric Generator(s) at the Project:			Generator No
Item No	Data Value	Data Description	Attached Page No
1		Generator Type (synchronous or induction)	
2		Generator Rated Voltage	
3		Generator Rated Volt-Amperes	
4		Generator Rated Power kW	
5		Number of Poles	
6		Synchronous Rotational Speed	
7		Rotation Speed at Rated Power	
8		Slip at Rated Power	
9		Minimum and Maximum Acceptable Terminal Voltage	
10		Motoring Power (kW)	
11		Neutral Grounding Resistor (If Applicable)	
12		I_2^2t or K (Heating Time Constant):	
13		Rotor Resistance	
14		Stator Resistance	
15		Stator Reactance	
16		Rotor Reactance	
17		Magnetizing Reactance	
18		Short Circuit Reactance	
19		Exciting Current	
20		Temperature Rise	
21		Frame Size	
22		Design Letter	
23		Reactive Power Required in Vars (No Load)	
24		Reactive Power Required in Vars (Full Load)	
25		Total Rotating Inertia, H: _____ Per Unit on KVA Base	
26		Short Circuit Current contribution from generator at the Point of Common Coupling	
27		Rotating inertia of overall combination generator, prime mover, couplers and gear drives	
28		Station Power load when generator is off-line, Watts, pf	
29		Station Power load during start-up, Watts, pf	
30		Station Power load during operation, Watts, pf	
31		National Recognized Testing Laboratory Certification (if applicable)	
32		Written Commissioning Test Procedure	

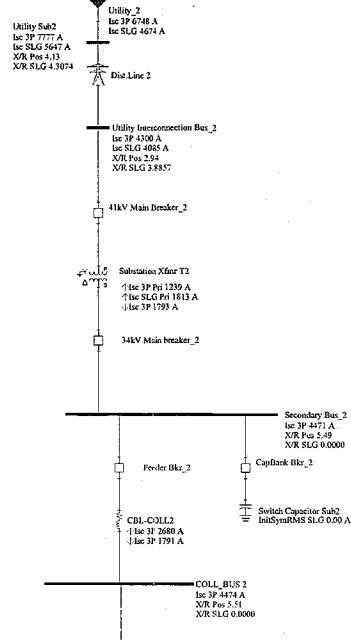
APPENDIX C

**INVERTER-TYPE GENERATORS
AGGREGATE GENERATION 2 MW OR MORE**

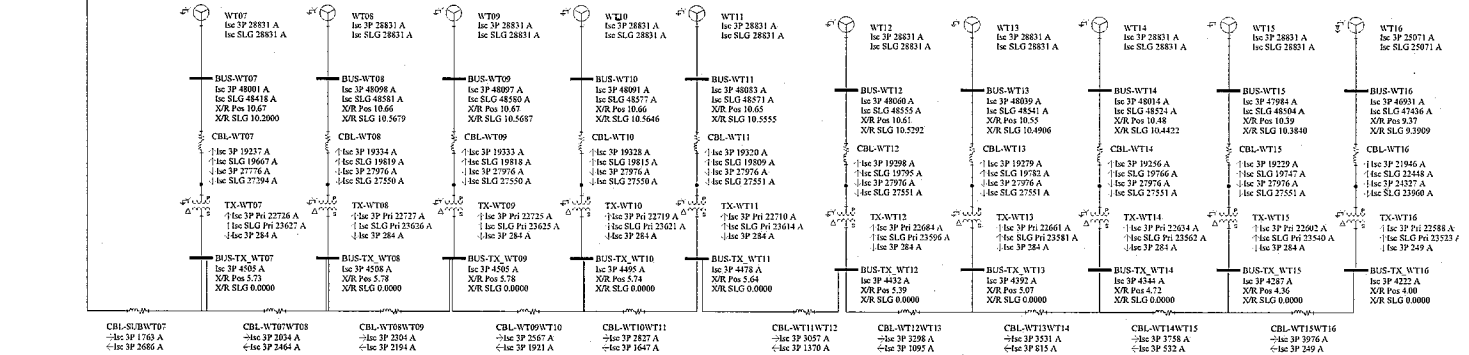
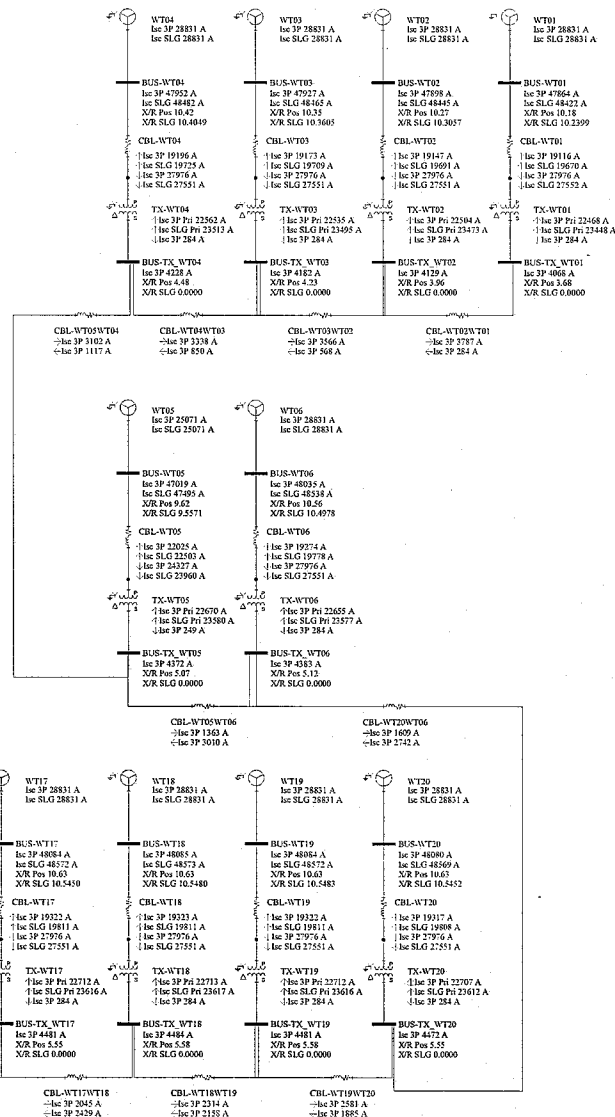
REQUIRED DATA



**Sandusky Wind Farm
Substation No.1**

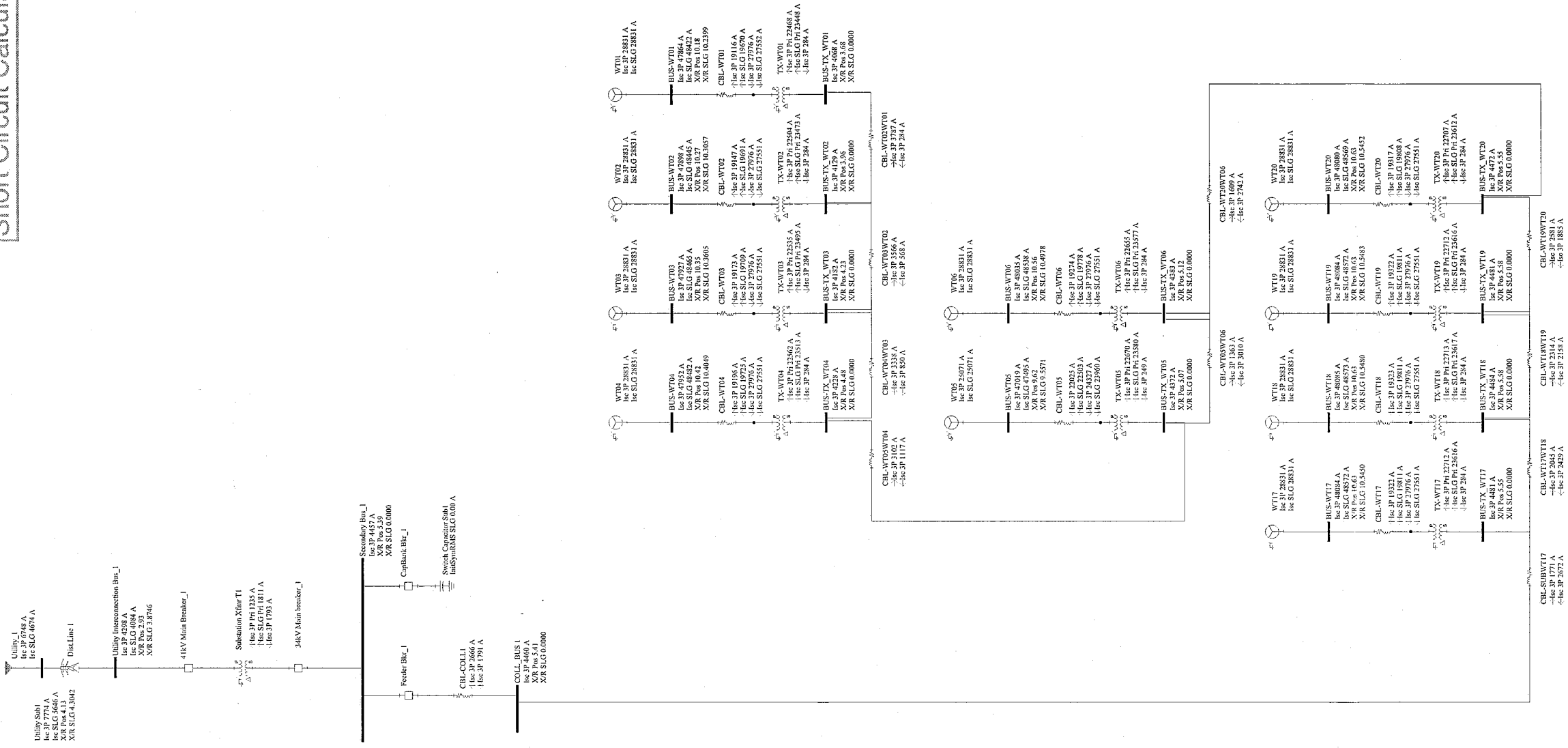


**Sandusky Wind Farm
Substation No.2**



Sandusky Wind Farm - Substation No.1

Short Circuit Calculations



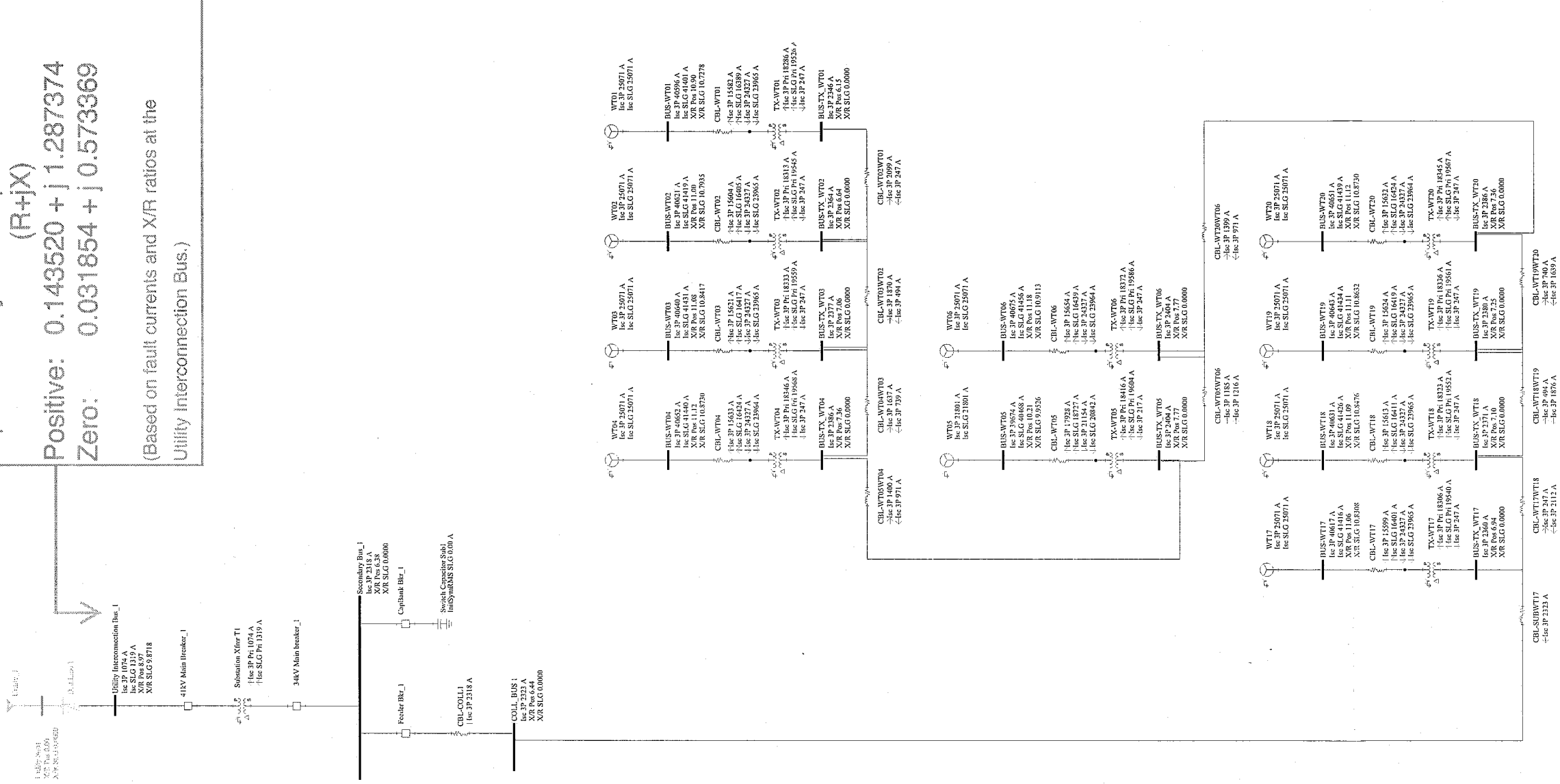
Equivalent System Impedance of:

$$(R+jX)$$

Positive: 0.143520 + j 1.287374

Zero: 0.031854 + j 0.573369

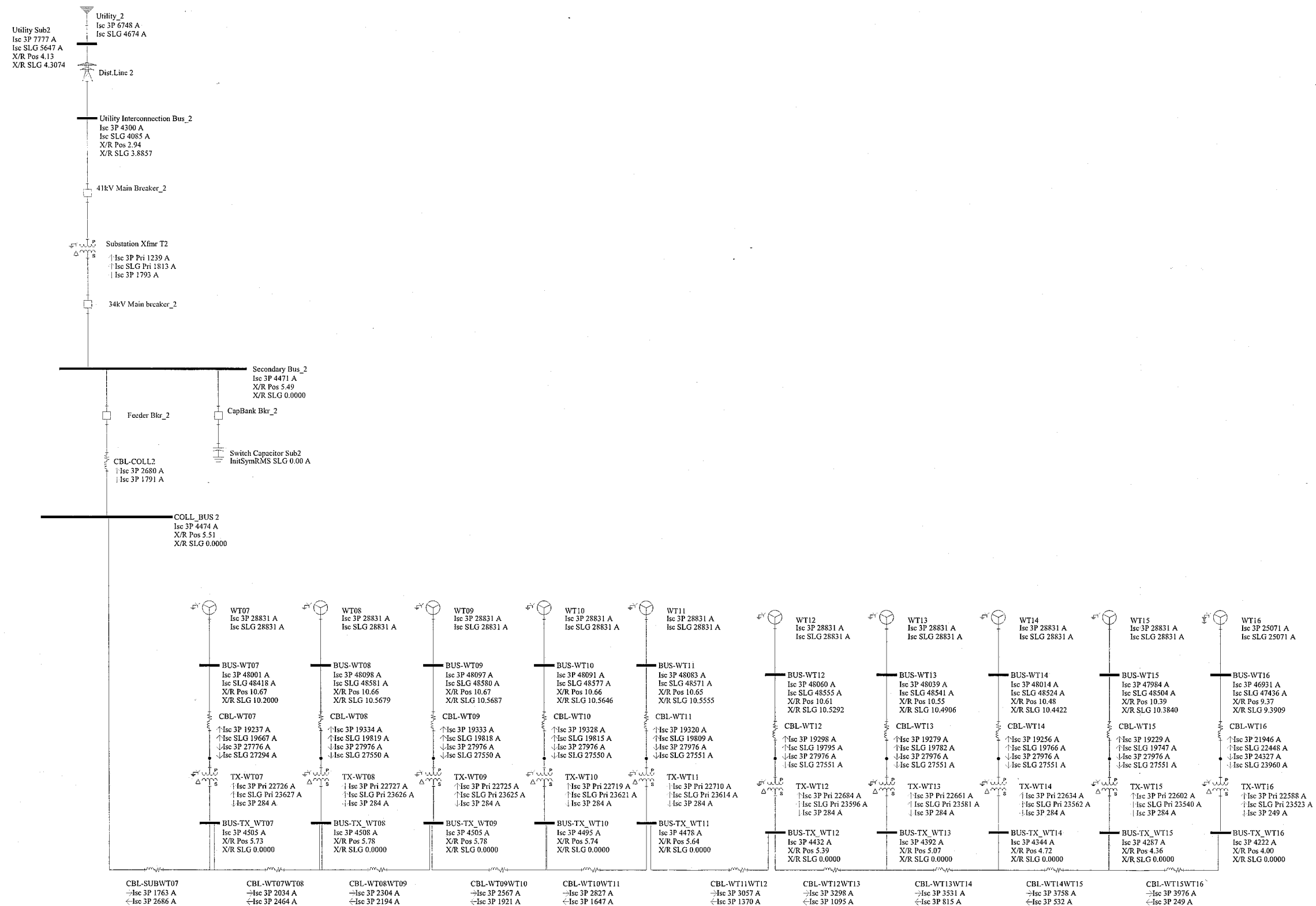
(Based on fault currents and X/R ratios at the Utility Interconnection Bus.)

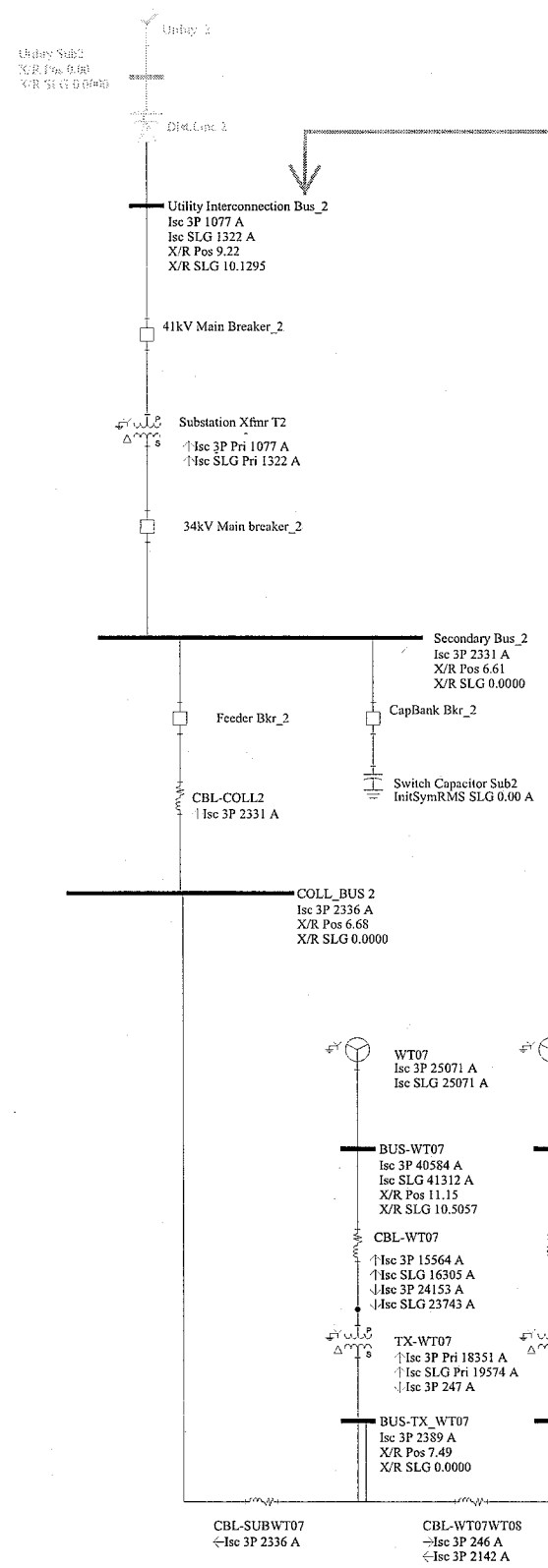


Equivalent System Impedance of:
 $(R+jX)$
 Positive: 0.143520 + j 1.287374
 Zero: 0.031854 + j 0.573369
 (Based on fault currents and X/R ratios at the Utility Interconnection Bus.)

Sandusky Wind Farm - Substation No.2

Short Circuit Calculations





Equivalent System Impedance of:
 $(R+jX)$
 Positive: $0.139285 + j 1.284210$
 Zero: $0.031575 + j 0.573356$
 (Based on fault currents and X/R ratios at the Utility Interconnection Bus.)

WT	WT	WT	WT	WT	WT	WT	WT	WT	WT	WT	WT	WT	WT	WT
WT07 Isc 3P 25071 A Isc SLG 25071 A	WT08 Isc 3P 25071 A Isc SLG 25071 A	WT09 Isc 3P 25071 A Isc SLG 25071 A	WT10 Isc 3P 25071 A Isc SLG 25071 A	WT11 Isc 3P 25071 A Isc SLG 25071 A	WT12 Isc 3P 25071 A Isc SLG 25071 A	WT13 Isc 3P 25071 A Isc SLG 25071 A	WT14 Isc 3P 25071 A Isc SLG 25071 A	WT15 Isc 3P 25071 A Isc SLG 25071 A	WT16 Isc 3P 21801 A Isc SLG 21801 A					
BUS-WT07 Isc 3P 40584 A Isc SLG 41312 A X/R Pos 11.15 X/R SLG 10.5057	BUS-WT08 Isc 3P 40672 A Isc SLG 41454 A X/R Pos 11.18 X/R SLG 10.9082	BUS-WT09 Isc 3P 40684 A Isc SLG 41462 A X/R Pos 11.20 X/R SLG 10.9243	BUS-WT10 Isc 3P 40693 A Isc SLG 41469 A X/R Pos 11.23 X/R SLG 10.9405	BUS-WT11 Isc 3P 40698 A Isc SLG 41472 A X/R Pos 11.24 X/R SLG 10.9482	BUS-WT12 Isc 3P 40697 A Isc SLG 41471 A X/R Pos 11.24 X/R SLG 10.9471	BUS-WT13 Isc 3P 40698 A Isc SLG 41467 A X/R Pos 11.21 X/R SLG 10.9291	BUS-WT14 Isc 3P 40678 A Isc SLG 41458 A X/R Pos 11.16 X/R SLG 10.8944	BUS-WT15 Isc 3P 40658 A Isc SLG 41444 A X/R Pos 11.08 X/R SLG 10.8428	BUS-WT16 Isc 3P 39627 A Isc SLG 40436 A X/R Pos 10.01 X/R SLG 9.8232					
CBL-WT07 Isc 3P 15564 A Isc SLG 16305 A Isc 3P 24153 A Isc SLG 23743 A	CBL-WT08 Isc 3P 15651 A Isc SLG 16437 A Isc 3P 24327 A Isc SLG 23964 A	CBL-WT09 Isc 3P 15663 A Isc SLG 16445 A Isc 3P 24327 A Isc SLG 23964 A	CBL-WT10 Isc 3P 15672 A Isc SLG 16451 A Isc 3P 24327 A Isc SLG 23964 A	CBL-WT11 Isc 3P 15676 A Isc SLG 16454 A Isc 3P 24327 A Isc SLG 23964 A	CBL-WT12 Isc 3P 15676 A Isc SLG 16454 A Isc 3P 24327 A Isc SLG 23964 A	CBL-WT13 Isc 3P 15669 A Isc SLG 16450 A Isc 3P 24327 A Isc SLG 23964 A	CBL-WT14 Isc 3P 15658 A Isc SLG 16442 A Isc 3P 24327 A Isc SLG 23964 A	CBL-WT15 Isc 3P 15640 A Isc SLG 16429 A Isc 3P 24327 A Isc SLG 23964 A	CBL-WT16 Isc 3P 17886 A Isc SLG 18697 A Isc 3P 21154 A Isc SLG 20842 A					
TX-WT07 Isc 3P Pri 18351 A Isc SLG Pri 19574 A Isc 3P 247 A	TX-WT08 Isc 3P Pri 18368 A Isc SLG Pri 19584 A Isc 3P 247 A	TX-WT09 Isc 3P Pri 18382 A Isc SLG Pri 19593 A Isc 3P 247 A	TX-WT10 Isc 3P Pri 18393 A Isc SLG Pri 19601 A Isc 3P 247 A	TX-WT11 Isc 3P Pri 18398 A Isc SLG Pri 19604 A Isc 3P 247 A	TX-WT12 Isc 3P Pri 18397 A Isc SLG Pri 19604 A Isc 3P 247 A	TX-WT13 Isc 3P Pri 18390 A Isc SLG Pri 19599 A Isc 3P 247 A	TX-WT14 Isc 3P Pri 18376 A Isc SLG Pri 19589 A Isc 3P 247 A	TX-WT15 Isc 3P Pri 18355 A Isc SLG Pri 19574 A Isc 3P 247 A	TX-WT16 Isc 3P Pri 18373 A Isc SLG Pri 19573 A Isc 3P 217 A					
BUS-TX_WT07 Isc 3P 2389 A X/R Pos 7.49 X/R SLG 0.0000	BUS-TX_WT08 Isc 3P 2402 A X/R Pos 7.74 X/R SLG 0.0000	BUS-TX_WT09 Isc 3P 2411 A X/R Pos 7.93 X/R SLG 0.0000	BUS-TX_WT10 Isc 3P 2418 A X/R Pos 8.13 X/R SLG 0.0000	BUS-TX_WT11 Isc 3P 2422 A X/R Pos 8.23 X/R SLG 0.0000	BUS-TX_WT12 Isc 3P 2421 A X/R Pos 8.21 X/R SLG 0.0000	BUS-TX_WT13 Isc 3P 2416 A X/R Pos 8.00 X/R SLG 0.0000	BUS-TX_WT14 Isc 3P 2407 A X/R Pos 7.60 X/R SLG 0.0000	BUS-TX_WT15 Isc 3P 2393 A X/R Pos 7.09 X/R SLG 0.0000	BUS-TX_WT16 Isc 3P 2374 A X/R Pos 6.51 X/R SLG 0.0000					
CBL-SUBWT07 Isc 3P 2336 A	CBL-WT07WT08 Isc 3P 246 A Isc 3P 2142 A	CBL-WT08WT09 Isc 3P 493 A Isc 3P 1908 A	CBL-WT09WT10 Isc 3P 739 A Isc 3P 1670 A	CBL-WT10WT11 Isc 3P 983 A Isc 3P 1432 A	CBL-WT11WT12 Isc 3P 1222 A Isc 3P 1191 A	CBL-WT12WT13 Isc 3P 1461 A Isc 3P 952 A	CBL-WT13WT14 Isc 3P 1697 A Isc 3P 708 A	CBL-WT14WT15 Isc 3P 1929 A Isc 3P 463 A	CBL-WT15WT16 Isc 3P 2157 A Isc 3P 216 A					

Sandusky Wind Farm
35kV Collector Cable Data

35 KV, 90° C, 100%, ALUMINUM, SINGLE PHASE - ONE-THIRD NEUTRAL CABLE							PRYMSIAN TRXLPE DOUBLESEAL						
PRODUCT NUMBER	CONDUCTOR SIZE	NEUTRAL SIZE	R POSITIVE SEQUENCE (Ω/ft)	X POSITIVE SEQUENCE (Ω/ft)	R ZERO SEQUENCE (Ω/ft)	X ZERO SEQUENCE (Ω/ft)	CABLE CAPACITANCE (μF/ft)	CABLE CAPACITANCE (μF/1000 ft)	CABLE HALF CAPACITANCE (μF/1000 ft)	SHUNT CAPACITANCE (Ω/1000 ft)	CABLE AMPACITY (Amps)		
											Phase A	Phase B	Phase C
QBQ020A	1/0 AWG	(6) #14 AWG	0.219	0.096	0.736	0.034	473.6976	0.4737	0.2368	0.0056	185.7	173.0	185.7
QBR020A	2/0 AWG	(7) #14 AWG	0.176	0.093	0.618	0.032	494.4040	0.4944	0.2472	0.0054	210.5	195.5	210.5
QBS020A	3/0 AWG	(9) #14 AWG	0.143	0.090	0.485	0.031	515.1096	0.5151	0.2576	0.0051	238.8	221.0	238.8
QBT020A	4/0 AWG	(11) #14 AWG	0.117	0.086	0.395	0.029	605.1712	0.6052	0.3026	0.0044	270.9	249.7	270.9
QBU020A	250 MCM	(13) #14 AWG	0.103	0.083	0.335	0.028	560.6593	0.5607	0.2803	0.0047	296.7	272.7	296.7
QBV020A	350 MCM	(18) #14 AWG	0.081	0.077	0.243	0.025	602.0658	0.6021	0.3010	0.0044	356.2	325.3	356.2
QBW020A	500 MCM	(16) #12 AWG	0.065	0.069	0.171	0.024	496.4746	0.4965	0.2482	0.0053	430.5	390.7	430.5
QBX020A	750 MCM	(24) #12 AWG	0.054	0.059	0.115	0.021	555.4834	0.5555	0.2777	0.0048	535.7	481.1	535.7
QBY020A	1000 MCM	(20) #10 AWG	0.047	0.051	0.088	0.020	602.0658	0.6021	0.3010	0.0044	623.4	555.4	623.4

Sandusky Wind Farm
Equipment Input Data

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SKM POWER*TOOLS FOR WINDOWS
INPUT DATA REPORT
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ALL PU VALUES ARE EXPRESSED ON A 100 MVA BASE.

FEEDER INPUT DATA

CABLE NAME	FEEDER FROM NAME	FEEDER TO NAME	QTY /PH	VOLTS L-L	LENGTH	FEEDER SIZE	FEEDER TYPE	
CBL-COLL1	Secondary Bus_	COLL_BUS 1	1	34500	200.0 FEET	500	Aluminum	
	Duct Material: Non-Magnetic			Insulation Type:		XLPE	Insulation Class:	MV
	+/- Impedance: 0.0650 + J		0.0690	Ohms/1000 ft		0.0011 + J	0.0012 PU	
	Z0 Impedance: 0.1710 + J		0.0240	Ohms/1000 ft		0.0029 + J	0.00040 PU	
CBL-COLL2	Secondary Bus_	COLL_BUS 2	1	34500	200.0 FEET	500	Aluminum	
	Duct Material: Non-Magnetic			Insulation Type:		XLPE	Insulation Class:	MV
	+/- Impedance: 0.0650 + J		0.0690	Ohms/1000 ft		0.0011 + J	0.0012 PU	
	Z0 Impedance: 0.1710 + J		0.0240	Ohms/1000 ft		0.0029 + J	0.00040 PU	
CBL-SUBWT07	BUS-TX_WT07	COLL_BUS 2	1	34500	2130.0 FEET	500	Aluminum	
	Duct Material: Non-Magnetic			Insulation Type:		XLPE	Insulation Class:	MV
	+/- Impedance: 0.0650 + J		0.0690	Ohms/1000 ft		0.0116 + J	0.0123 PU	
	Z0 Impedance: 0.1710 + J		0.0240	Ohms/1000 ft		0.0306 + J	0.0043 PU	
CBL-SUBWT17	BUS-TX_WT17	COLL_BUS 1	1	34500	1480.0 FEET	500	Aluminum	
	Duct Material: Non-Magnetic			Insulation Type:		XLPE	Insulation Class:	MV
	+/- Impedance: 0.0650 + J		0.0690	Ohms/1000 ft		0.0081 + J	0.0086 PU	
	Z0 Impedance: 0.1710 + J		0.0240	Ohms/1000 ft		0.0213 + J	0.0030 PU	
CBL-WT01	BUS-WT01	BUS-0024	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic			Insulation Type:		PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J		0.0373	Ohms/1000 ft		0.0725 + J	0.0979 PU	
	Z0 Impedance: 0.0438 + J		0.0999	Ohms/1000 ft		0.1150 + J	0.2623 PU	
CBL-WT02	BUS-WT02	BUS-0025	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic			Insulation Type:		PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J		0.0373	Ohms/1000 ft		0.0725 + J	0.0979 PU	
	Z0 Impedance: 0.0438 + J		0.0999	Ohms/1000 ft		0.1150 + J	0.2623 PU	
CBL-WT02WT01	BUS-TX_WT01	BUS-TX_WT02	1	34500	550.0 FEET	1/0	Aluminum	
	Duct Material: Non-Magnetic			Insulation Type:		XLPE	Insulation Class:	MV
	+/- Impedance: 0.2190 + J		0.0960	Ohms/1000 ft		0.0101 + J	0.0044 PU	
	Z0 Impedance: 0.7360 + J		0.0340	Ohms/1000 ft		0.0340 + J	0.0016 PU	
CBL-WT03	BUS-WT03	BUS-0026	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic			Insulation Type:		PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J		0.0373	Ohms/1000 ft		0.0725 + J	0.0979 PU	
	Z0 Impedance: 0.0438 + J		0.0999	Ohms/1000 ft		0.1150 + J	0.2623 PU	
CBL-WT03WT02	BUS-TX_WT02	BUS-TX_WT03	1	34500	545.0 FEET	1/0	Aluminum	
	Duct Material: Non-Magnetic			Insulation Type:		XLPE	Insulation Class:	MV
	+/- Impedance: 0.2190 + J		0.0960	Ohms/1000 ft		0.0100 + J	0.0044 PU	
	Z0 Impedance: 0.7360 + J		0.0340	Ohms/1000 ft		0.0337 + J	0.0016 PU	

FEEDER INPUT DATA

CABLE NAME	FEEDER FROM NAME	FEEDER TO NAME	QTY /PH	VOLTS L-L	LENGTH	FEEDER SIZE	FEEDER TYPE	
CBL-WT04	BUS-WT04	BUS-0027	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373				Ohms/1000 ft	0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999				Ohms/1000 ft	0.1150 + J 0.2623	PU	
CBL-WT04WT03	BUS-TX_WT03	BUS-TX_WT04	1	34500	545.0 FEET	1/0	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.2190 + J 0.0960				Ohms/1000 ft	0.0100 + J 0.0044	PU	
	Z0 Impedance: 0.7360 + J 0.0340				Ohms/1000 ft	0.0337 + J 0.0016	PU	
CBL-WT05	BUS-WT05	BUS-0009	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373				Ohms/1000 ft	0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999				Ohms/1000 ft	0.1150 + J 0.2623	PU	
CBL-WT05WT04	BUS-TX_WT04	BUS-TX_WT05	1	34500	2775.0 FEET	4/0	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.1170 + J 0.0860				Ohms/1000 ft	0.0273 + J 0.0201	PU	
	Z0 Impedance: 0.3950 + J 0.0290				Ohms/1000 ft	0.0921 + J 0.0068	PU	
CBL-WT05WT06	BUS-TX_WT06	BUS-TX_WT05	2	34500	545.0 FEET	4/0	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.1170 + J 0.0860				Ohms/1000 ft	0.0027 + J 0.0020	PU	
	Z0 Impedance: 0.3950 + J 0.0290				Ohms/1000 ft	0.0090 + J 0.00066	PU	
CBL-WT06	BUS-WT06	BUS-0010	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373				Ohms/1000 ft	0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999				Ohms/1000 ft	0.1150 + J 0.2623	PU	
CBL-WT07	BUS-WT07	BUS-0011	4	690	50.0 FEET	500	Copper	
	Duct Material: Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0294 + J 0.0466				Ohms/1000 ft	0.0772 + J 0.1223	PU	
	Z0 Impedance: 0.0926 + J 0.1147				Ohms/1000 ft	0.2431 + J 0.3011	PU	
CBL-WT07WT08	BUS-TX_WT08	BUS-TX_WT07	1	34500	550.0 FEET	350	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.0810 + J 0.0770				Ohms/1000 ft	0.0037 + J 0.0036	PU	
	Z0 Impedance: 0.2430 + J 0.0250				Ohms/1000 ft	0.0112 + J 0.0012	PU	
CBL-WT08	BUS-WT08	BUS-0012	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373				Ohms/1000 ft	0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999				Ohms/1000 ft	0.1150 + J 0.2623	PU	

FEEDER INPUT DATA

CABLE NAME	FEEDER FROM NAME	FEEDER TO NAME	QTY /PH	VOLTS L-L	LENGTH	FEEDER SIZE	FEEDER TYPE	
CBL-WT08WT09	BUS-TX_WT09	BUS-TX_WT08	1	34500	545.0 FEET	350	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.0810 + J		0.0770		Ohms/1000 ft	0.0037 + J	0.0035 PU	
	Z0 Impedance: 0.2430 + J		0.0250		Ohms/1000 ft	0.0111 + J	0.0011 PU	
CBL-WT09	BUS-WT09	BUS-0013	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J		0.0373		Ohms/1000 ft	0.0725 + J	0.0979 PU	
	Z0 Impedance: 0.0438 + J		0.0999		Ohms/1000 ft	0.1150 + J	0.2623 PU	
CBL-WT09WT10	BUS-TX_WT10	BUS-TX_WT09	1	34500	545.0 FEET	4/0	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.1170 + J		0.0860		Ohms/1000 ft	0.0054 + J	0.0039 PU	
	Z0 Impedance: 0.3950 + J		0.0290		Ohms/1000 ft	0.0181 + J	0.0013 PU	
CBL-WT10	BUS-WT10	BUS-0014	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J		0.0373		Ohms/1000 ft	0.0725 + J	0.0979 PU	
	Z0 Impedance: 0.0438 + J		0.0999		Ohms/1000 ft	0.1150 + J	0.2623 PU	
CBL-WT10WT11	BUS-TX_WT11	BUS-TX_WT10	1	34500	545.0 FEET	4/0	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.1170 + J		0.0860		Ohms/1000 ft	0.0054 + J	0.0039 PU	
	Z0 Impedance: 0.3950 + J		0.0290		Ohms/1000 ft	0.0181 + J	0.0013 PU	
CBL-WT11	BUS-WT11	BUS-0015	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J		0.0373		Ohms/1000 ft	0.0725 + J	0.0979 PU	
	Z0 Impedance: 0.0438 + J		0.0999		Ohms/1000 ft	0.1150 + J	0.2623 PU	
CBL-WT11WT12	BUS-TX_WT12	BUS-TX_WT11	1	34500	1035.0 FEET	4/0	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.1170 + J		0.0860		Ohms/1000 ft	0.0102 + J	0.0075 PU	
	Z0 Impedance: 0.3950 + J		0.0290		Ohms/1000 ft	0.0343 + J	0.0025 PU	
CBL-WT12	BUS-WT12	BUS-0016	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J		0.0373		Ohms/1000 ft	0.0725 + J	0.0979 PU	
	Z0 Impedance: 0.0438 + J		0.0999		Ohms/1000 ft	0.1150 + J	0.2623 PU	
CBL-WT12WT13	BUS-TX_WT13	BUS-TX_WT12	1	34500	545.0 FEET	1/0	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.2190 + J		0.0960		Ohms/1000 ft	0.0100 + J	0.0044 PU	
	Z0 Impedance: 0.7360 + J		0.0340		Ohms/1000 ft	0.0337 + J	0.0016 PU	

FEEDER INPUT DATA

CABLE NAME	FEEDER FROM NAME	FEEDER TO NAME	QTY /PH	VOLTS L-L	LENGTH	FEEDER SIZE	FEEDER TYPE	
CBL-WT13	BUS-WT13	BUS-0017	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic		Insulation Type:			PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373		Ohms/1000 ft			0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999		Ohms/1000 ft			0.1150 + J 0.2623	PU	
CBL-WT13WT14	BUS-TX_WT14	BUS-TX_WT13	1	34500	545.0 FEET	1/0	Aluminum	
	Duct Material: Non-Magnetic		Insulation Type:			XLPE	Insulation Class:	MV
	+/- Impedance: 0.2190 + J 0.0960		Ohms/1000 ft			0.0100 + J 0.0044	PU	
	Z0 Impedance: 0.7360 + J 0.0340		Ohms/1000 ft			0.0337 + J 0.0016	PU	
CBL-WT14	BUS-WT14	BUS-0018	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic		Insulation Type:			PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373		Ohms/1000 ft			0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999		Ohms/1000 ft			0.1150 + J 0.2623	PU	
CBL-WT14WT15	BUS-TX_WT15	BUS-TX_WT14	1	34500	545.0 FEET	1/0	Aluminum	
	Duct Material: Non-Magnetic		Insulation Type:			XLPE	Insulation Class:	MV
	+/- Impedance: 0.2190 + J 0.0960		Ohms/1000 ft			0.0100 + J 0.0044	PU	
	Z0 Impedance: 0.7360 + J 0.0340		Ohms/1000 ft			0.0337 + J 0.0016	PU	
CBL-WT15	BUS-WT15	BUS-0019	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic		Insulation Type:			PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373		Ohms/1000 ft			0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999		Ohms/1000 ft			0.1150 + J 0.2623	PU	
CBL-WT15WT16	BUS-TX_WT16	BUS-TX_WT15	1	34500	545.0 FEET	1/0	Aluminum	
	Duct Material: Non-Magnetic		Insulation Type:			XLPE	Insulation Class:	MV
	+/- Impedance: 0.2190 + J 0.0960		Ohms/1000 ft			0.0100 + J 0.0044	PU	
	Z0 Impedance: 0.7360 + J 0.0340		Ohms/1000 ft			0.0337 + J 0.0016	PU	
CBL-WT16	BUS-WT16	BUS-0008	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic		Insulation Type:			PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373		Ohms/1000 ft			0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999		Ohms/1000 ft			0.1150 + J 0.2623	PU	
CBL-WT17	BUS-WT17	BUS-0020	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic		Insulation Type:			PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373		Ohms/1000 ft			0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999		Ohms/1000 ft			0.1150 + J 0.2623	PU	
CBL-WT17WT18	BUS-TX_WT18	BUS-TX_WT17	1	34500	550.0 FEET	500	Aluminum	
	Duct Material: Non-Magnetic		Insulation Type:			XLPE	Insulation Class:	MV
	+/- Impedance: 0.0650 + J 0.0690		Ohms/1000 ft			0.0030 + J 0.0032	PU	
	Z0 Impedance: 0.1710 + J 0.0240		Ohms/1000 ft			0.0079 + J 0.0011	PU	

FEEDER INPUT DATA

CABLE NAME	FEEDER FROM NAME	FEEDER TO NAME	QTY /PH	VOLTS L-L	LENGTH	FEEDER SIZE	FEEDER TYPE	
CBL-WT18	BUS-WT18	BUS-0021	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373				Ohms/1000 ft	0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999				Ohms/1000 ft	0.1150 + J 0.2623	PU	
CBL-WT18WT19	BUS-TX_WT19	BUS-TX_WT18	1	34500	545.0 FEET	350	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.0810 + J 0.0770				Ohms/1000 ft	0.0037 + J 0.0035	PU	
	Z0 Impedance: 0.2430 + J 0.0250				Ohms/1000 ft	0.0111 + J 0.0011	PU	
CBL-WT19	BUS-WT19	BUS-0022	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373				Ohms/1000 ft	0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999				Ohms/1000 ft	0.1150 + J 0.2623	PU	
CBL-WT19WT20	BUS-TX_WT20	BUS-TX_WT19	1	34500	545.0 FEET	350	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.0810 + J 0.0770				Ohms/1000 ft	0.0037 + J 0.0035	PU	
	Z0 Impedance: 0.2430 + J 0.0250				Ohms/1000 ft	0.0111 + J 0.0011	PU	
CBL-WT20	BUS-WT20	BUS-0023	4	690	50.0 FEET	500	Copper	
	Duct Material: Non-Magnetic				Insulation Type:	PVC	Insulation Class:	THHN
	+/- Impedance: 0.0276 + J 0.0373				Ohms/1000 ft	0.0725 + J 0.0979	PU	
	Z0 Impedance: 0.0438 + J 0.0999				Ohms/1000 ft	0.1150 + J 0.2623	PU	
CBL-WT20WT06	BUS-TX_WT20	BUS-TX_WT06	1	34500	2855.0 FEET	4/0	Aluminum	
	Duct Material: Non-Magnetic				Insulation Type:	XLPE	Insulation Class:	MV
	+/- Impedance: 0.1170 + J 0.0860				Ohms/1000 ft	0.0281 + J 0.0206	PU	
	Z0 Impedance: 0.3950 + J 0.0290				Ohms/1000 ft	0.0947 + J 0.0070	PU	

TRANSMISSION LINE

TRANSMISSION LINE NAME	FROM BUS NAME	TO BUS NAME	QTY VOLTS /PH L-L	LENGTH
Dist.Line 1	Utility Sub1	Utility Interc	1 41500.00	8.00 Miles
	+ Seq Impedance: 0.13062 + J 0.210329 Per Unit; Equi. Shunt B: 0.000765206			
	0 Seq Impedance: 0.396179 + J 0.948852 Per Unit; Equi. Shunt B: 0.00029026			
	% SERIES COMP: 0 From Shunt(MVA): 0.0000 To Shunt(MVA): 0.0000			
Dist.Line 2	Utility Sub2	Utility Interc	1 41500.00	8.00 Miles
	+ Seq Impedance: 0.13062 + J 0.210329 Per Unit; Equi. Shunt B: 0.000765206			
	0 Seq Impedance: 0.396179 + J 0.948852 Per Unit; Equi. Shunt B: 0.00029026			
	% SERIES COMP: 0 From Shunt(MVA): 0.0000 To Shunt(MVA): 0.0000			

TRANSFORMER INPUT DATA

TRANSFORMER NAME	PRIMARY RECORD NO NAME	VOLTS L-L	* SECONDARY RECORD NO NAME	VOLTS L-L	FULL-LOAD KVA	NOMINAL KVA
Substation Xfm	Utility Interc YG	41500.0	Secondary Bus_ D	34500.0	20000.0	12000.0
	Pos. Seq. Z%:	0.332 + J	5.99 (Zpu	0.027 + j	0.499)	Shell Type
	Zero Seq. Z%:	0.332 + J	5.99 (Pri	0.027 + j	0.499 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.		
Substation Xfm	Utility Interc YG	41500.0	Secondary Bus_ D	34500.0	20000.0	12000.0
	Pos. Seq. Z%:	0.332 + J	5.99 (Zpu	0.027 + j	0.499)	Shell Type
	Zero Seq. Z%:	0.332 + J	5.99 (Pri	0.027 + j	0.499 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.		
TX-WT01	BUS-0024	YG 690.00	BUS-TX_WT01 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J	5.69 (Zpu	0.469 + j	3.25)	Shell Type
	Zero Seq. Z%:	0.822 + J	5.69 (Pri	0.469 + j	3.25 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.		
TX-WT02	BUS-0025	YG 690.00	BUS-TX_WT02 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J	5.69 (Zpu	0.469 + j	3.25)	Shell Type
	Zero Seq. Z%:	0.822 + J	5.69 (Pri	0.469 + j	3.25 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.		
TX-WT03	BUS-0026	YG 690.00	BUS-TX_WT03 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J	5.69 (Zpu	0.469 + j	3.25)	Shell Type
	Zero Seq. Z%:	0.822 + J	5.69 (Pri	0.469 + j	3.25 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.		
TX-WT04	BUS-0027	YG 690.00	BUS-TX_WT04 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J	5.69 (Zpu	0.469 + j	3.25)	Shell Type
	Zero Seq. Z%:	0.822 + J	5.69 (Pri	0.469 + j	3.25 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.		

TRANSFORMER INPUT DATA

TRANSFORMER NAME	PRIMARY RECORD NO NAME	VOLTS L-L	* SECONDARY RECORD NO NAME	VOLTS L-L	FULL-LOAD KVA	NOMINAL KVA
TX-WT05	BUS-0009	YG 690.00	BUS-TX_WT05 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J 5.69	(Zpu 0.469 + j 3.25)			Shell Type
	Zero Seq. Z%:	0.822 + J 5.69	(Pri 0.469 + j 3.25 Sec Open)			
	Taps Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.):			-30.0 Deg.
TX-WT06	BUS-0010	YG 690.00	BUS-TX_WT06 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J 5.69	(Zpu 0.469 + j 3.25)			Shell Type
	Zero Seq. Z%:	0.822 + J 5.69	(Pri 0.469 + j 3.25 Sec Open)			
	Taps Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.):			-30.0 Deg.
TX-WT07	BUS-0011	YG 690.00	BUS-TX_WT07 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J 5.69	(Zpu 0.469 + j 3.25)			Shell Type
	Zero Seq. Z%:	0.822 + J 5.69	(Pri 0.469 + j 3.25 Sec Open)			
	Taps Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.):			-30.0 Deg.
TX-WT08	BUS-0012	YG 690.00	BUS-TX_WT08 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J 5.69	(Zpu 0.469 + j 3.25)			Shell Type
	Zero Seq. Z%:	0.822 + J 5.69	(Pri 0.469 + j 3.25 Sec Open)			
	Taps Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.):			-30.0 Deg.
TX-WT09	BUS-0013	YG 690.00	BUS-TX_WT09 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J 5.69	(Zpu 0.469 + j 3.25)			Shell Type
	Zero Seq. Z%:	0.822 + J 5.69	(Pri 0.469 + j 3.25 Sec Open)			
	Taps Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.):			-30.0 Deg.
TX-WT10	BUS-0014	YG 690.00	BUS-TX_WT10 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J 5.69	(Zpu 0.469 + j 3.25)			Shell Type
	Zero Seq. Z%:	0.822 + J 5.69	(Pri 0.469 + j 3.25 Sec Open)			
	Taps Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.):			-30.0 Deg.

TRANSFORMER INPUT DATA

TRANSFORMER NAME	PRIMARY RECORD NO	RECORD NAME	VOLTS L-L	* SECONDARY RECORD NO	RECORD NAME	VOLTS L-L	FULL-LOAD KVA	NOMINAL KVA
TX-WT11	BUS-0015	YG	690.00	BUS-TX_WT11	D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:		0.822 + J	5.69	(Zpu	0.469 + j	3.25)	Shell Type
	Zero Seq. Z%:		0.822 + J	5.69	(Pri	0.469 + j	3.25 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.				
TX-WT12	BUS-0016	YG	690.00	BUS-TX_WT12	D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:		0.822 + J	5.69	(Zpu	0.469 + j	3.25)	Shell Type
	Zero Seq. Z%:		0.822 + J	5.69	(Pri	0.469 + j	3.25 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.				
TX-WT13	BUS-0017	YG	690.00	BUS-TX_WT13	D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:		0.822 + J	5.69	(Zpu	0.469 + j	3.25)	Shell Type
	Zero Seq. Z%:		0.822 + J	5.69	(Pri	0.469 + j	3.25 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.				
TX-WT14	BUS-0018	YG	690.00	BUS-TX_WT14	D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:		0.822 + J	5.69	(Zpu	0.469 + j	3.25)	Shell Type
	Zero Seq. Z%:		0.822 + J	5.69	(Pri	0.469 + j	3.25 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.				
TX-WT15	BUS-0019	YG	690.00	BUS-TX_WT15	D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:		0.822 + J	5.69	(Zpu	0.469 + j	3.25)	Shell Type
	Zero Seq. Z%:		0.822 + J	5.69	(Pri	0.469 + j	3.25 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.				
TX-WT16	BUS-0008	YG	690.00	BUS-TX_WT16	D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:		0.822 + J	5.69	(Zpu	0.469 + j	3.25)	Shell Type
	Zero Seq. Z%:		0.822 + J	5.69	(Pri	0.469 + j	3.25 Sec	Open)
	Taps	Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.): -30.0 Deg.				

TRANSFORMER INPUT DATA

TRANSFORMER NAME	PRIMARY RECORD NO NAME	VOLTS L-L	* SECONDARY RECORD NO NAME	VOLTS L-L	FULL-LOAD KVA	NOMINAL KVA
TX-WT17	BUS-0020	YG 690.00	BUS-TX_WT17 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J 5.69	(Zpu 0.469 + j 3.25)			Shell Type
	Zero Seq. Z%:	0.822 + J 5.69	(Pri 0.469 + j 3.25 Sec Open)			
	Taps Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.):			-30.0 Deg.
TX-WT18	BUS-0021	YG 690.00	BUS-TX_WT18 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J 5.69	(Zpu 0.469 + j 3.25)			Shell Type
	Zero Seq. Z%:	0.822 + J 5.69	(Pri 0.469 + j 3.25 Sec Open)			
	Taps Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.):			-30.0 Deg.
TX-WT19	BUS-0022	YG 690.00	BUS-TX_WT19 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J 5.69	(Zpu 0.469 + j 3.25)			Shell Type
	Zero Seq. Z%:	0.822 + J 5.69	(Pri 0.469 + j 3.25 Sec Open)			
	Taps Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.):			-30.0 Deg.
TX-WT20	BUS-0023	YG 690.00	BUS-TX_WT20 D	34500.0	1750.00	1750.00
	Pos. Seq. Z%:	0.822 + J 5.69	(Zpu 0.469 + j 3.25)			Shell Type
	Zero Seq. Z%:	0.822 + J 5.69	(Pri 0.469 + j 3.25 Sec Open)			
	Taps Pri. 0.000 %	Sec. 0.000 %	Phase Shift (Pri. Leading Sec.):			-30.0 Deg.

GENERATION DATA

BUS NAME	GENERATION	VOLT	SIZE	InitKW	MaxKVAR	TYPE
BUS-WT16	WT16	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT05	WT05	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT06	WT06	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT07	WT07	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT08	WT08	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT09	WT09	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT10	WT10	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT11	WT11	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT12	WT12	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT13	WT13	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT14	WT14	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT15	WT15	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT17	WT17	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT18	WT18	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT19	WT19	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT20	WT20	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT01	WT01	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT02	WT02	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT03	WT03	1 pu	1500.00 KW	1500.00	0.00000	PQ
BUS-WT04	WT04	1 pu	1500.00 KW	1500.00	0.00000	PQ
Utility Sub1	Utility_1	1 pu				SB
				Three Phase Contribution: 6748.34 AMPS X/R : 4.00		
				Line to Earth Contribution: 4526.92 AMPS X/R : 4.50		
				Pos sequence impedance (100 MVA base) 0.0500 + J 0.2000 PU		
				Zero sequence impedance (100 MVA base) 0.1000 + J 0.5000 PU		

GENERATION DATA

BUS NAME	GENERATION	VOLT	SIZE	InitKW	MaxKVAR	TYPE
Utility Sub2	Utility_2	1 pu				SB
	Three Phase Contribution:	6748.34 AMPS X/R :		4.00		
	Line to Earth Contribution:	4526.92 AMPS X/R :		4.50		
	Pos sequence impedance (100 MVA base)	0.0500 + J		0.2000 PU		
	Zero sequence impedance (100 MVA base)	0.1000 + J		0.5000 PU		

PASSIVE FILTER DATA											
Filter Name	Bus Name	Bus Voltage	Rated Voltage	Connect	Filter Type	Capacitor KVAR	Tuned Order	Q	M	R (Ω)	L (H)
Switch Capacitor	Secondary Bus_1	34500	34500	WYE_G	Capacitor	0.0				10000000	0.000
Switch Capacitor	Secondary Bus_2	34500	34500	WYE_G	Capacitor	0.0				10000000	0.000
										10000000	0.000
										10000000	0.000

INVERTER-TYPE GENERATORS - AGGREGATE \geq 2 MW**INTERCONNECTION APPLICATION DATA FOR:** NOVELUTION WIND LLC**PROVIDED BY:** DR. THOMAS LAUVOLTE **DATE:** 8/31/2009

Instructions: Attach data sheets as required. Indicate in the tables below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique transformer.

General Information

Item No	Data Description	Attached Page No
1	Flow-back or Non-Flow-back	
2	Project Type (Base load, peaking, intermediate, other)	
3	Site Plan	
4	Simple One-Line Diagram(s) for Project and Project Load	
5	Detailed One-Line Diagram(s) for Project	
6	Energization Date for Project Interconnection Facilities	
7	First Parallel Operation Date for Testing	
8	Project Commercial Operation Date	
9	Estimated Project Cost	

Isolating Transformer(s) between Project Developer(s) and Utility: Transformer No

Item No	Data Description	Attached Page No
1	Rated kV and connection (delta, wye, wye-gnd) of each winding	
2	kVA of each winding	
3	BIL of each winding	
4	Fixed taps available for each winding	
5	Positive/negative range for any LTC windings	
6	%Z Impedance on transformer self cooled rating	
7	Load Loss Watts at full load or X/R ratio	

The following information on these system components shall appear on the preliminary One-Line Diagram, including manufacturer make and model for the items listed below:

- Breakers - Rating, location and normal operating status (open or closed)
- Buses - Operating voltage
- Capacitors - Size of bank in kVAR
- Circuit Switchers - Rating, location and normal operating status (open or closed)
- Current Transformers - Overall ratio, connected ratio
- Fuses - normal operating status, rating (Amps), type
- Generators - Capacity rating (kVA), location, type, method of grounding
- Grounding Resistors - Size (ohms), current (Amps)
- Isolating transformers - Capacity rating (kVA), location, impedance, voltage ratings, primary and secondary connections and method of grounding
- Potential Transformers - Ratio, connection
- Reactors - Ohms/phase
- Relays - Types, quantity, IEEE device number, operator lines indicating the device initiated by the relays.
- Switches - Location and normal operating status (open or closed), type, rating
- Tagging Point - Location, identification

INVERTER-TYPE GENERATORS - AGGREGATE \geq 2 MW

INTERCONNECTION APPLICATION DATA FOR: NOVELTIA WIND LLC

PROVIDED BY: DR. THOMAS LAVIOLETTE **DATE:** 8/31/2009

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique generator.

Electric Generator(s) at the Project:		Generator No
Item No	Data Description	Attached Page No
1	Generator Type (Inverter)	
2	Generator Nameplate Voltage	
3	Generator Nameplate Watts or Volt-Amperes	
4	Generator Nameplate Power Factor (pf)	
5	Minimum and Maximum Acceptable Terminal Voltage	
6	Reactive Capability Curve showing overexcited and underexcited limits (Reactive Information if non-synchronous)	
7	Short Circuit Current contribution from generator at the Point of Common Coupling	
8	Station Power load when generator is off-line, Watts, pf	
9	Station Power load during start-up, Watts, pf	
10	Station Power load during operation, Watts, pf	

APPENDIX D

INTERCONNECTION STUDY AGREEMENT

Detroit Edison
[Project]
Interconnection Study Agreement for
Generator Interconnection
With Aggregate Project Output of 2 MW or More

WHEREAS, proposals to construct or upgrade a Project which will be operated in parallel with and interconnected with the [Detroit Edison's] ("Utility") electric system must be reviewed by the Utility to determine how it will impact the Utility's electric system.

WHEREAS, on 8/31/2009 Utility received from NOVELTION WIND LLC ("Project Developer") a Generator Interconnection Application.

WHEREAS Utility has determined that an Interconnection Study is necessary to determine whether the Utility electric system can accommodate the requested interconnection.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Utility and the Project Developer agree as follows:

1. Utility shall complete an Interconnection Study in accordance with Utility's Generator Interconnection Requirements and this Agreement.
2. The Utility is permitted by the Michigan Public Service Commission to charge the Project Developer for an Interconnection Study. The charges shall not exceed the lesser of either of the following:
 - (a) 5% of the estimated total cost of the Project, or
 - (b) \$10,000

The Utility shall not charge the Project Developer if the Project's aggregate export capacity is less than 15% of the line section peak load and the Project does not contribute more than 25% of the maximum short circuit current at the point of interconnection. The Project Developer will be billed for the cost of the Interconnection Study at the conclusion of the Interconnection Study.

3. The Project Developer is to return this executed Interconnection Study Agreement to the Utility as soon as possible. The interconnection process will not proceed until the fully executed Interconnection Study Agreement is received.
4. The Utility shall supply a copy of the completed Interconnection Study to the Project Developer.
5. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party, or its designated agent, as indicated below.

Utility

Project Developer

Name _____

DR. THOMAS LAVIOLETTE

Company _____

NOVELTAN WIND LLC

Address 1 _____

1001 OAKWOOD ROAD

Address 2 _____

ORTONVILLE MI 48462

IN WITNESS WHEREOF, the Parties have caused this Interconnection Study Agreement to be executed by their respective authorized officials.

By:

(Signature)

(Typewritten or Printed Name)

Title

Date

DR. THOMAS LAUIOLLETTE

By:

(Signature)

DR THOMAS LAUIOLLETTE
(Typewritten or Printed Name)

Title

Date

From: Thomas Laviolette [laviolette.tom@novelutionwind.com]
Sent: 08/04/2009 02:49 PM AST
To: Charles Conlen
Subject: Fwd: Receipt Letter for Interconnection Request # DE0923

FYI
Making progress,

Dr. Thomas Laviolette, CMfgE
President
Novelution Wind LLC
857-453-9943
laviolette.tom@novelutionwind.com

Begin forwarded message:

From: Gloria J Moore
<mooregl@dteenergy.com>
Date: August 4, 2009 2:17:36 PM GMT-04:00
To: laviolette.tom@novelutionwind.com
Cc: Adam M Jacob
<jacoba@dteenergy.com>, Teresa-Thao S Tran <trant@dteenergy.com>, John P Connors <connorsj@dteenergy.com>
Subject: Receipt Letter for Interconnection Request # DE0923

<1D833662.gif>

August 4, 2009

Dr. Thomas Laviolette

1001 Oakwood Rd.
Ortonville, MI 48462

Dear Dr. Thomas Laviolette,

This letter is to acknowledge receipt of your Generator Interconnection Application and Application Fee for the generator installation of a **Wind Farm in Carsonville Michigan**. The DTE Interconnection Queue number assigned to this application is **DE0923**. Please reference the queue number assigned to your project in all future correspondence. We are currently reviewing the application internally and we will contact you shortly to discuss this project further. If you have any questions, please call Adam Jacob at 313-235-5307.

Sincerely,

Adam Jacob John Connors
DTE Energy DTE Energy
Engineer-Distributed Resources Engineer-
Distributed Resources
(313) 235-5307 (313) 235-7418

Teresa Tran
DTE Energy
Engineer-Distributed Resources
(313) 235-4123

Exhibit D



[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Begin forwarded message:

From: Thomas Laviolette <laviolette.tom@novelutionwind.com>
Date: August 12, 2009 4:51:00 PM EDT
To: Charles L Conlen <conlenc@dteenergy.com>
Bcc: William Cleary <wjc1@comcast.net>
Subject: Fwd: Workshare DeltaView Document Distribution

Chuck,

Attached below is three files.

File #1 is the PPA with discussion points in bold

File #2 is the PPA in clean executable form

File #3 is the Heritage PPA with our changes

Please feel free to give me a call if you have questions.

Dr. Thomas Laviolette, CMfgE
President



Novelution Wind LLC
857-453-9943
laviolette.tom@novelutionwind.com

DRAFT FOR DISCUSSION WITH DETROIT EDISON

AUGUST 12, 2009

PROPOSED

**LONG-TERM NON-FIRM
RENEWABLE ENERGY CREDIT
AND RENEWABLE
POWER PURCHASE AGREEMENT**

BETWEEN

THE DETROIT EDISON COMPANY

AND

~~HERITAGE STONEY CORNERS~~NOVELUTION CARSONVILLE WIND FARM-I, LLC

~~MARCH 17,~~AUGUST, 2009

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LONG-TERM NON-FIRM RENEWABLE ENERGY CREDIT AND RENEWABLE POWER PURCHASE AGREEMENT

This Long-Term Non-Firm Renewable Energy Credit and Renewable Power Purchase Agreement is made and entered into as of ~~March 17,~~August, 2009 (the “Effective Date”) by and between THE DETROIT EDISON COMPANY (“Buyer”) and ~~HERITAGE-STONEY CORNERS~~NOVELUTION CARSONVILLE WIND FARM ~~I,~~ LLC, a Michigan limited liability company with Headquarters at [1001 Oakwood Road, Ortonville, MI 48462] (“Supplier”). Buyer and Supplier are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Buyer is an operating electric public utility, subject to the applicable rules and regulations of the MPSC, as defined herein in Section ~~1.64,~~1.61, and the FERC, as defined herein in Section ~~1.42~~1.39;

WHEREAS, Supplier desires to build the Generating Facility, as defined herein in Section ~~1.45,~~1.42, which is located in ~~or around Richland Township~~Sanilac County, Michigan, and which Supplier desires to designate as a Renewable Energy System, as defined herein in Section ~~1.93,~~1.91, with the MPSC in order to comply with the requirements of this Agreement;

WHEREAS, the Parties intend that the electricity generated by the Generating Facility will comply with the requirements of the Clean, Renewable and Efficient Energy Act and satisfy a portion of Buyer’s obligations under the Renewable Energy Credits requirements; and

WHEREAS, Supplier desires to sell to Buyer all the non-firm energy generated by the Generating Facility and all the associated Renewable Energy Credits and Renewable Energy Benefits, and Buyer desires to purchase such energy, Renewable Energy Credits, and Renewable Energy Benefits from Supplier upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Supplier, intending to be legally bound, hereby agree as follows:

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

- 1.1 “Adjusted Delivered Amount” means, with respect to the calculation of a Shortfall for any Contract Year, the sum of (a) the Delivered Amount for such Contract Year and (b) the aggregate Deemed Delivered Amount for such Contract Year for (i) any Force Majeure, (ii) any Emergency, (iii) any curtailment as a result of the receipt of a curtailment notice from Buyer pursuant to Section 11.7, or (iv) the inability or failure of Buyer to accept Energy for any reason, including as a result of any curtailment by the Transmission Provider or the Control Area Operator, or a default by Buyer hereunder. [This definition relates to the Note at 1.92, to be further considered by the Parties.]

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- 1.2 “Affiliate” means, with respect to any Person, each Person that directly or indirectly controls or is controlled by or is under common control with such Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) as used with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.
- 1.3 “After Tax Basis” means a basis such that any payment received or deemed to have been received by a Party (the “Original Payment”) under the terms of Section 19.1 of this Agreement shall be supplemented by a further payment to such Party so that the sum of the two (2) payments shall equal the Original Payment, after taking into account (a) all Taxes that would result from the receipt or accrual of such payments, if legally required, and (b) any reduction in Taxes that would result from the deduction of the expense indemnified against, if legally permissible, calculated by reference to the highest federal and Michigan statutory Tax rates applicable to corporations doing business in Michigan and on a net present value basis by reference to the applicable federal rate then in effect under section 1274(d) of the Internal Revenue Code of 1986, as such Law may be amended or superseded.
- 1.4 “Agreement” means this Long-Term Non-Firm Renewable Energy Credit and Renewable Power Purchase Agreement together with the Exhibits attached hereto, as such may be amended from time to time.
- 1.5 “Average Monthly Michigan Hub Firm Price” means the weighted average monthly price in dollars per MWh as calculated pursuant to the following procedures. The Average Monthly Michigan Hub Firm Price is calculated as the monthly average, weighted by hours, of the (i) Daily Michigan Hub Firm On-Peak Price and (ii) Daily Michigan Hub Firm Off-Peak Price, for such month. The Daily Michigan Hub Firm On-Peak Price is calculated for a given day as the price set forth in Megawatt Daily’s price survey for Day - ahead markets for the MISO / On-peak / Michigan Hub basis location. The Daily Michigan Hub Firm Off-Peak Price is calculated for a given day as the price set forth in Megawatt Daily’s price survey for Day-ahead markets for the MISO / Off-peak / Michigan Hub basis location. [See Note at 1.92 to be further considered.][Note also that it is not clear how a price reference that is applicable to particular months could be appropriately employed to determine a price for repayment of a Shortfall, because Shortfalls are properly determined only on an annual (Contract Year) basis. (See 1.92) Monthly calculations of Shortfalls would be inconsistent with the inherently unpredictable nature of wind power generation. The table at Exhibit 2D is similarly inconsistent with the appropriate approach to the Shortfall issue in the context of a wind generating facility.]
- 1.6 “Base Hours” has the meaning ascribed to that term in Exhibit 19.
- 1.7 “Billing Period” has the meaning ascribed to that term in Section 9.2.1.

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- 1.8 “Business Day” means any day other than Saturday, Sunday, and any day that is a holiday observed by Buyer.
- 1.9 “Buyer” has the meaning set forth in the preamble of this Agreement, and includes such Person’s permitted successors and assigns.
- 1.10 “Buyer’s REC Account” means the account maintained by the MPSC Administrator for the purpose of tracking the production, sale, transfer, purchase, and retirement of RECs by Buyer.
- 1.11 “Buyer’s Required Regulatory Approvals” means the approvals, consents, authorizations, or permits of, or filing with, or notification to, the Governmental Authorities listed on Exhibit 9.
- 1.12 “Clean, Renewable, and Efficient Energy Act” means an act of the Michigan Legislature relating to energy and requiring certain providers of electric utility service to comply with the standards for renewable energy, and providing for other matters relating thereto, codified as Michigan Revised Statutes, chapter MCL ~~460.1007~~460.1001 to 460.1195, the regulations promulgated there under inclusive, as such Laws may be amended or superseded.
- 1.13 “Commercial Operation” means that [at least fifteen Megawatts (15 MW) of the Generating Facility’s aggregate generating capacity] has been constructed in accordance with the requirements of the ~~IOAIA~~, the EPC Contract, and Good Utility Practice and has delivered Energy to the Delivery Point and all of the requirements set forth in Article 10 and Exhibits 6 and 7 have been satisfied. ~~If Commercial Operation is not achieved on the first day of a month, then Commercial Operation shall be deemed to be achieved on the first day of the following month.~~
- 1.14 “Commercial Operation Date” means the date on which Commercial Operation occurs.
- 1.15 “Confidential Information” has the meaning ascribed to that term in Section 29.1.
- 1.16 “Contract Representative” of a Party means the individual designated by that Party in Exhibit 4 responsible for ensuring effective communication, coordination, and cooperation between the Parties. A Party may change its Contract Representative by providing notice of such change to the other Party in accordance with the procedures set forth in Section 30.1.
- 1.17 “Contract Year” means each year beginning on a January 1 ~~and ending on December 31 of such year following~~that is on or after the Commercial Operation Date and ending on the next December 31 that falls during the Term or the last day of the Term, whichever is earlier; provided, however, that the first Contract Year shall commence on the Commercial Operation Date and end on ~~the following~~ ~~December 31,~~31, 2010.

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- 1.18 “Control Area” means an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to (a) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s) with the load within the electric power system(s); (b) maintain scheduled interchange with the other Control Areas, within the limits of Good Utility Practice; (c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and (d) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.
- 1.19 “Control Area Operator” means a Person, its agents, and successors that are responsible for the operation of the Transmission System and for maintaining reliability of the electrical transmission system(s), including the Transmission System, within the Control Area.
- 1.20 “CPI” means the Consumer Price Index, All Urban Consumers, Detroit–Ann Arbor–Flint, MI region All Items (1982-1984 = 100), Series ID CUURA208SA0, as published monthly by the United States Department of Labor, Bureau of Labor Statistics. The CPI is published one month in arrears, such that the CPI for December 2008, for example, is first published in January 2009.
- 1.21 ~~1.20~~ “Cure Period” has the meaning ascribed to that term in Section 25.2.
- 1.22 ~~1.21~~ “Default Notice” means the notice of an Event of Default given to the Defaulting Party by the Non-Defaulting Party.
- ~~1.22~~ —“~~Defaulting Party~~” has the meaning ascribed to that term in Section 25.1.
- 1.23 “Deemed Delivered Amount” means the quantity of Energy, expressed in MWh, and associated RECs, that would have been produced by the Generating Facility and delivered to the Delivery Point during any period, determined by taking into account (i) the actual 10-minute (or more frequent) wind speeds (interpolated over time intervals, if necessary) measured by wind monitoring equipment located on each Wind Turbine that was available for operation ~~immediately prior to the commencement of~~during the period in question and ~~expected to be available for~~as measured by such equipment throughout the duration of the period in question ~~or prorated accordingly~~ or, if such monitoring equipment is unavailable during a relevant interval, then using other available data or interpolated data determined using industry standard practices; as are reasonably ~~accepted by~~acceptable to Supplier and Buyer; and (ii) the generation determined by the power curve provided by the manufacturer of the Wind Turbines reflecting the Energy that would be produced by a Wind Turbine at all operational speeds, as applied to the wind speeds referred to in clause (i), as adjusted for line losses to the Delivery Point, using historical data compiled by Supplier and reasonably ~~agreed or confirmed by Buyer~~acceptable to Buyer. [Note that payment by Buyer for Deemed Delivered Energy should be adjusted for (reduced by) payments made for Energy actually delivered from the Generating Facility to the Delivery Point and accepted by Buyer during the period in question. The

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periods during which Deemed Delivered Amounts are to be calculated (generally, Emergencies and curtailment events) should extend for the time necessary to bring all of the available Turbines back into operation under Good Utility Practice.]

- 1.24 “Defaulting Party” has the meaning ascribed to that term in Section 25.1.
- 1.25 “Delivered Amount” means, with respect to any Contract Year, the actual amount of Energy delivered by Supplier and accepted by Buyer at the Delivery Point during such Contract Year.
- ~~1.26 “Delivered RECs” means RECs that have been delivered by Supplier to Buyer during a Contract Year pursuant to the terms of this Agreement, in accordance with the Clean, Renewable and Efficient Energy Act and which have been properly recorded to Buyer’s REC Account by the MPSC Administrator.~~
- 1.26 ~~1.27~~ “Delivery Point” means the delivery point as defined by the IOAIA or other delivery point on the Transmission System set forth in Exhibit 5, and any other delivery point as may be mutually agreed upon by the Parties.
- ~~1.28 “Derating” means a condition of the Generating Facility as a result of which it is unable to produce the forecasted Energy during a Dispatch Hour.~~
- ~~1.29 “Detroit Edison Company, The” means The Detroit Edison Company, a Michigan corporation and operating electric public utility, and any successor entity thereto, subject to the applicable rules of the MPSC and the FERC.~~
- 1.27 ~~1.30~~ “Disclosing Party” has the meaning ascribed to that term in Section 29.1.
- 1.28 ~~1.31~~ “Dispatch Hour” means each hour from the Operation Date through the end of the Term.
- 1.29 ~~1.32~~ “Dispute” has the meaning ascribed to that term in Section 22.1.
- 1.30 ~~1.33~~ “Effective Date” has the meaning ascribed to that term in the preamble of this Agreement.
- 1.31 ~~1.34~~ “Emergency” means any abnormal circumstance or combination of circumstances or any abnormal condition of the Generating Facility, the Interconnection Facilities, the Transmission System, or the transmission system of other electric utilities which is reasonably likely to ~~(a) endanger life or property and necessitates immediate action to avert injury to persons or serious damage to property; or (b) adversely affect, degrade, or impair Transmission System reliability or transmission system reliability of other electric utilities.~~ [Novelution is concerned that the original definition, especially as to clause (b) was sufficiently broad that an Emergency could arguably be in effect 100% of the time.]

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- 1.32 ~~1.35~~ “Energy” means three phase 60 Hz electrical energy (measured in MWh) that is generated by the Generating Facility from and after the Operation Date. Energy shall also mean the capacity intended to be available and/or delivered to Buyer at the specifications and Delivery Point stated herein.
- 1.33 ~~1.36~~ “Energy Replacement Costs” has the meaning ascribed to that term in Section 3.5 [See Note at 1.92 to be further considered.]
- 1.34 ~~1.37~~ “Environmental Law” shall mean any federal, state, local, or other law (including common law), regulation, rule, ordinance, code, decree, judgment, binding directive, or judicial or administrative order relating to the protection, preservation, or restoration of human health, the environment, or natural resources, including any law relating to the releases or threatened releases of Hazardous Substances into any media (including ambient air, surface water, groundwater, land, and surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport, and handling of Hazardous Substances.
- 1.35 ~~1.38~~ “EPC Contract” has the meaning set forth in Exhibit 6.
- 1.36 ~~1.39~~ “EPT” means Eastern Standard Time or Eastern Daylight Time, ~~which ever~~whichever is then prevailing.
- 1.37 ~~1.40~~ “Event of Default” has the meaning ascribed to that term in Section 25.1.
- 1.38 ~~1.41~~ “EWG” means an exempt wholesale generator pursuant to Section 32 of the Public Utility Holding Company Act of 2005, as such Law may be amended or superseded.
- 1.39 ~~1.42~~ “FERC” means the Federal Energy Regulatory Commission and any successor entity thereto.
- ~~1.43~~ ~~“First Full Contract Year” means the first Contract Year that is a full calendar year.~~
- 1.40 “Financing” has the meaning set forth in Section 1.98.
- 1.41 ~~1.44~~ “Force Majeure” has the meaning set forth in Section 21.2.
- 1.42 ~~1.45~~ “Generating Facility” means Supplier’s renewable generating power plant, including any associated facilities and equipment required to deliver Energy to the Delivery Point, as further described in Exhibits 1 and 5 hereto. It is understood and acknowledged that the Generating Facility shall not, without the approval of the Buyer, have an aggregate nameplate generating capacity greater than [thirty-three Megawatts (33 MW)].
- 1.43 ~~1.46~~ “Good Faith” means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade.

- 1.44 ~~1.47~~ “Good Utility Practice” means (a) the applicable practices, methods, and acts required by or consistent with applicable Laws and reliability criteria, whether or not the Party whose conduct at issue is a member of any relevant organization, and otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period; or (b) any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to acceptable practices, methods, or acts generally accepted in the region and industry. Good Utility Practice shall include compliance with applicable Laws and regulations, applicable reliability criteria, and the criteria, rules, and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules, and standards of any successor organizations.
- 1.45 ~~1.48~~ “Governmental Authority” means, as to any Person, any federal, state, local, or other governmental, regulatory, or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over such Person or its property or operations.
- 1.46 ~~1.49~~ “Hazardous Substance” means (a) any petroleum ~~or~~, petroleum products or synthetic equivalents, flammable materials, explosives, radioactive materials, friable asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs) in regulated concentrations; (b) any chemicals or other materials or substances which are now or hereafter become defined as, or included in, the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous wastes”, “toxic substances”, “toxic pollutants”, “contaminants”, “pollutants”, or words of similar import under any Environmental Law; and (c) any other chemical or other material or substance, exposure to which is now or hereafter prohibited, limited, or regulated as such under any Environmental Law including the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., or any similar state statute, as such Laws may be amended or superseded.
- 1.47 ~~1.50~~ “IEEE-SA” means the Institute of Electrical and Electronics Engineers Standards Association and any successor entity thereto.
- 1.48 ~~1.51~~ “Indemnified Party” has the meaning provided in Section 19.1.
- 1.49 ~~1.52~~ “Indemnifying Party” has the meaning provided in Section 19.1.
- 1.50 “Inflation Adjustment Factor” The Inflation Adjustment Factor shall be the greater of (i) three and one-half percent (3.5%) per annum or (ii) the quotient of

the CPI that is first published in January of the year in which the adjustment is made and during which the Product Rate is to be effective, divided by the CPI for December 2009; provided that in the event the CPI is no longer published monthly or is discontinued, the Parties will adjust the Product Rate annually for inflationary increases by reasonably applying an index of inflation that is focused on the cost of consumer goods and services in Eastern Michigan including Sanilac County and is published by an authoritative source.

- 1.51 ~~1.53~~—“Interconnection Facilities” means the equipment and facilities, including any modifications, additions, and upgrades made to such facilities, which are necessary to connect the Generating Facility to the ~~Transmission System~~41Kv distribution system of Buyer in Sanilac County, as described in Exhibit 5.
- 1.52 ~~1.54~~—“Invoice” means the statements described in Section 9.2 setting forth the Energy delivered to the Delivery Point, if any, and the associated payment due for the Billing Period~~], and in the case of an invoice delivered for the last month in a Contract Year, the Supply Amount and Shortfall, if any, including the Replacement Costs and REC Replacement Costs.].~~ [See Note at 1.92 to be further considered.]
- 1.53 ~~1.55~~—“IOAIA” means the Interconnection ~~and Operating~~ Agreement that has been or will be executed between Supplier and ~~Transmission Provider, or its successors,~~Buyer for the interconnection of the Generating Facility with the Buyer’s 41Kv distribution system.
- 1.54 ~~1.56~~—“Law” means any federal, state, local, or other law (including any Environmental Laws), common law, treaty, code, rule, ordinance, binding directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority, which is binding on a Party or any of its property.
- 1.55 ~~1.57~~—“Loss” means any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, penalties, sanctions, Taxes, judgments, damages, losses, or expenses imposed by a third-party upon an Indemnified Party or incurred in connection with any claim by a third-party against an Indemnified Party pursuant to Article 19.
- 1.56 ~~1.58~~—“Material Adverse Effect” means, with respect to a Party, a material adverse effect on the ability of such Party to perform its obligations under this Agreement, individually or in the aggregate, or on the business, operations, or financial condition of such Party.
- 1.57 ~~1.59~~—“Maximum Annual Amount” has the meaning ascribed to that term in Section 3.3 and Exhibit 13. [Novelution is not aware of any substantial purpose for limiting the amount of wind energy and associated RECs that Buyer is required to purchase under this Agreement on an annual basis, provided that the nameplate capacity of the Generating Facility is limited and the price is contractually fixed. This provision may be especially unfair in that Supplier is prepared to agree that it will not sell the Generating

Facility's output and associated RECs to any other person. See Note at "Product" below. The Parties should further consider this.]

- 1.58 ~~1.60~~ "Mechanical Availability Guaranty" has the meaning ascribed to that term in Exhibit 19.
- 1.59 ~~1.61~~ "Meter" means any of the physical or electronic metering devices, data processing equipment, and apparatus associated with the meters owned by Buyer or its designee required for (a) an accurate determination of the quantities of Delivered Amounts and Station Usage from the Generating Facility and for recording other related parameters required for the reporting of data to Supplier, and (b) the computation of the payment due to Supplier from Buyer. Meters do not include any check meters Supplier may elect to install as contemplated by Section 9.1.1.
- 1.60 ~~1.62~~ "MISO" means the Midwest Independent Transmission System Operator, Inc. and any successor entity thereto.
- ~~1.63 "Moody's" means Moody's Investor Services, Inc. and any successor entity thereto.~~
- 1.61 ~~1.64~~ "MPSC" means the Michigan Public Service Commission and any successor entity thereto.
- 1.62 ~~1.65~~ "MPSC Administrator" means the Person appointed by the MPSC to administer the RECs established pursuant to the Clean, Renewable, and Efficient Energy Act.
- 1.63 ~~1.66~~ "MPSC Approval Date" means the date on which an order of the MPSC approving this Agreement ~~becomes effective~~ is no longer subject to regulatory or judicial appeal.
- 1.64 ~~1.67~~ "MW" means a megawatt of electrical capacity.
- 1.65 ~~1.68~~ "MWh" means a megawatt hour of electrical energy.
- 1.66 ~~1.69~~ "NERC" means the North American Electric Reliability Corporation and any successor entity thereto.
- 1.67 ~~1.70~~ "Non-Defaulting Party" means the Party other than the Defaulting Party.
- ~~1.71 "OATT" means Transmission Provider's or Control Area Operator's then-effective Open Access Transmission Tariff, which has been accepted for filing by the FERC.~~
- 1.68 "Novelution Carsonville Wind Farm LLC" means Novelution Carsonville Wind Farm LLC, a _____ limited liability company, and its successors.

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- 1.69 ~~1.72~~ “Off-Peak” means hours ending 01 through 06 EPT, hours ending 23 through 24 EPT, and all hours on Sunday and NERC designated holidays.
- 1.70 ~~1.73~~ “On-Peak” means hours ending 07 through 22 EPT Monday through Saturday, other than on NERC designated holidays.
- 1.71 ~~1.74~~ “Operating Hours” has the meaning ascribed to that term in Exhibit 19.
- 1.72 ~~1.75~~ “Operating Representative” means any of the individuals designated by a Party, as set forth in Exhibit 4, to transmit and receive routine operating and Emergency communications required under this Agreement. A Party may change any of its Operating Representatives by providing notice of the change to the other Party in accordance with the notice procedures set forth in Section 30.1 herein.
- 1.73 ~~1.76~~ “Operation Date” means the first date on which the first Wind Turbine that is a component of the Generating Facility is energized and operates in parallel with the Transmission System and delivers Energy to the Delivery Point. ~~Fifteen (15) calendar days prior to any synchronization to the Transmission System,~~ Supplier shall provide written notice of the intended Operation Date to Buyer’s Contract Representative, ~~as set forth in Exhibit 4, that Supplier is preparing to synchronize to the Transmission System and the date on which such synchronization will occur~~ in accordance with the provisions of the IA.
- 1.74 ~~1.77~~ “Party” means each Person set forth in the preamble of this Agreement and its permitted successor or assigns.
- 1.75 ~~1.78~~ “Person” means any natural person, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Authority.
- 1.76 ~~1.79~~ “Planned Operation Date” means the date specified in Exhibit 6 as the date on which the Operation Date is expected to occur.
- 1.77 ~~1.80~~ “Planned ~~Outages~~Outage” has the meaning ascribed to that term in Section 12.1.
- 1.78 ~~1.81~~ “Power Quality Standards” means the Power Quality Standards established by NERC, MISO, Buyer, IEEE-SA, National Electric Safety Code, the National Electric Code, and their respective successor organizations or codes, as they may be amended or superseded from time to time, and consistent with Good Utility Practice.
- 1.79 ~~1.82~~ “Product” means (a) [all] Energy produced ~~(i)~~ by the Generating Facility, except Station Usage ~~and (ii) pursuant to Section 3.2.2,~~ if any; (b) [all] RECs; and (c) [all] Renewable Energy Benefits. [Note that Supplier is agreeable to delivering “all” of these components to Buyer and not to provide any to others under any circumstances, provided that Buyer is willing to accept and

[purchase “all” and not just that amount which is equal to or less than some “Maximum Annual Amount.”\]](#)

- [1.80](#) ~~1.83~~ “Product Rate” means the rate set forth in Exhibit 2A of this Agreement under “Product Rate.”
- [1.81](#) ~~1.84~~ “Project Milestone” means each of the milestones listed in Exhibit 6 under the heading “Project Milestone.”
- [1.82](#) ~~1.85~~ “Project Milestone Schedule” means the schedule of Project Milestones, completion dates, and required documentation specified in Exhibit 6.
- [1.83](#) ~~1.86~~ “PTC” means the production tax credit established pursuant to Section 45 of the U.S. Internal Revenue Code of 1986, as such Law may be amended or superseded, [and any and all other tax-based benefits, credits or subsidies from any Governmental Authority which are to be awarded to or earned by the Supplier on a production basis based on the amount of electric energy generated and delivered to a third party purchaser.](#)
- [1.84](#) ~~1.87~~ “QF” means a cogeneration or small power production facility which meets the criteria as defined in Title 18, Code of Federal Regulations, §§ 292.201 through 292.207, ~~as such Law may be amended or superseded~~ [in effect as of the Effective Date.](#)
- [1.85](#) ~~1.88~~ “REC Replacement Costs” has the meaning ascribed to that term in Section 3.6. [\[See Note at 1.92 to be further considered.\]](#)
- [1.86](#) ~~1.89~~ “REC Shortfall” means the RECs ~~attributable to~~ [associated with](#) a Shortfall. [\[See Note at 1.92 to be further considered.\]](#)
- [1.87](#) ~~1.90~~ “Receiving Party” has the meaning ascribed to that term in Section 29.1.
- [1.88](#) ~~1.91~~ “Renewable Energy Benefits” means any and all renewable and environmental attributes, emissions reductions, credits, offsets, allowances, or benefits, however entitled, (a) allocated, assigned, awarded, certified, or otherwise transferred or granted to Supplier or Buyer by the REC Administrator or any Governmental Authority in any jurisdiction in connection with this Agreement; or (b) associated with the production of energy from the Generating Facility, or based in whole or part on the Generating Facility’s use of renewable resources for generation, or because the Generating Facility constitutes a ~~renewable energy system~~ [Renewable Energy System](#), or because the Generating Facility does not produce greenhouse gases, regulated emissions, or other pollutants, whether any such credits, offsets, allowances, or benefits exist now or in the future, or whether they arise under existing Law or any future Law, or whether such credit, offset, allowance, or benefit or any Law, or the nature of such, is foreseeable or unforeseeable, but in all cases shall not mean RECs or Tax Credits. Renewable Energy Benefits includes such credits, offsets, allowances, or benefits attributable to Energy sold under this Agreement, and Energy consumed by the Generating Facility, such as Station Usage or Standby Service.

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- 1.89 ~~1.92~~—“Renewable Energy Credit” or “REC” means, commencing with the Operation Date and for each Contract Year, a unit of credit which equals one MWh of electricity generated, acquired, or saved by a Renewable Energy System or efficiency measure or as calculated by the MPSC operations staff and certified by the MPSC Administrator pursuant to the Clean, Renewable, and Efficient Energy Act.
- 1.90 “Renewable Energy Generator” means, with respect to Michigan, a ‘renewable energy generator’ as defined by the Clean, Renewable, and Efficient Energy Act.
- 1.91 ~~1.93~~—“Renewable Energy System” means, with respect to Michigan, a “renewable energy system” as defined in the Clean, Renewable, and Efficient Energy Act.
- 1.92 ~~1.94~~—“Shortfall” means ~~[Redacted] in Original~~ [the amount by which the sum of Energy delivered and Deemed Delivered Energy during a Contract Year is less than the Supply Amount for such Contract Year.] [Novelution sees little purpose to the requirement of a guarantee of a minimum amount of Energy for a Generating Facility that is this small and the output of which is inherently intermittent and unpredictable to a substantial degree. This is especially unwarranted in light of the fact that (i) no Capacity Payment is being made, (ii) Buyer pays at a very attractive price, solely if and when Energy is received, and (iii) the Generating Facility is required on pain of default to be operated and maintained in accordance with Good Utility Practice and perhaps subject to some minimum level of Mechanical Availability (to be further considered). Under those circumstances, Buyer is bound to get what the wind delivers, and Supplier is not allowed to sell to any other person. All of the above applies equally to the issue of a minimum REC guarantee, since RECs and Energy are directly and inextricably associated with each other. In order to maintain some amount of consistency with the form of previously approved Detroit Edison wind farm PPAs, however, Novelution may be prepared to guarantee a minimum amount of Energy production from the Generating Facility under certain conditions that would permit Supplier to manage and strictly limit any liability for such guarantees. Alternatively, Novelution is prepared to agree that the quantity of Product generated by the Generating Facility in the last 5 Contract Years will be equal to or greater than the amount of Product generated in the first five full calendar years of Commercial Operation, and if it is less, to extend the Term sufficiently to make up the difference.] [To be further considered by the Parties.]
- ~~1.95—“S&P” means Standard and Poor’s Ratings Group, a division of McGraw Hill, Inc., and any successor entity thereto.~~
- 1.93 “Shortfall Makeup” means [To be defined if the concept is retained in the Agreement; see section 1.92].
- 1.94 ~~1.96~~—“Standby Service” means the electric utility service supplied by ~~Wolverine Power Cooperative~~.The Detroit Edison Company for Station Usage. [To be clarified: we note that the usual term for this service is “Firm service.” It is only “standby” service when the station loads are usually served from other

resources like the Station's generators, and "standby" service takes over when those other resources fail.]

- 1.95 ~~1.97~~—"Station Usage" means all ~~Energy~~electric power consumed by the Generating Facility. [To be clarified – inter-relates with Product payment, Standby Service and other elements of the Agreement; possible regulatory issues.]
- 1.96 ~~1.98~~—"Supplier" has the meaning set forth in the preamble of this Agreement and includes such Person's permitted successors and assigns.
- 1.97 ~~1.99~~—"Supplier's Lenders" means any Persons other than an Affiliate of Supplier, and their permitted successors and assignees, whose business it is in the ordinary course to provide funding in connection with any development, bridge, construction, permanent debt, equity, or tax equity financing or refinancing (collectively, "Financing") and, in this case, Financing for the Generating Facility.
- 1.98 ~~1.100~~—"Supplier's Required Regulatory Approvals" means the approvals, consents, authorizations, or permits of, or filings with, or notifications to, the Governmental Authorities listed on Exhibit 10.
- 1.99 ~~1.101~~—"Supply Amount" means, with respect to any Contract Year, the annual amount of Energy stated in Exhibit 13, in each case unless reduced pursuant to this Agreement. The Supply Amount is firm for Energy, subject to the requirements of this Agreement. [See Note at 1.92 to be further considered.]
- 1.100 ~~1.102~~—"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property (including assessments, fees, or other charges based on the use or ownership of real property), personal property, transactional, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated tax, or other tax of any kind whatsoever, or any liability for unclaimed property or escheatment under common law principles, including any interest, penalty, or addition thereto, whether disputed or not, including any item for which liability arises as a transferee or successor-in-interest.
- 1.101 ~~1.103~~—"Tax Credits" means any state, local, and/or federal production tax credit, tax deduction, and/or investment tax credit specific to the production of renewable energy and/or investments in renewable energy facilities.
- 1.102 ~~1.104~~—"Term" has the meaning ascribed to that term in Section 2.2.
- 1.103 ~~1.105~~—"Transmission Provider" means ~~MISO and any successor operator or owner of the Transmission System.~~The Detroit Edison Company" means The Detroit Edison Company, a Michigan corporation and operating electric public utility, and any successor entity thereto, subject to the applicable rules of the MPSC and the FERC.

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- 1.104 ~~1.106~~ “Transmission System” means the facilities used for the transmission of electric energy in interstate commerce, including any modifications or upgrades made to such facilities, ~~owned or operated by the Transmission Provider, except~~ but not including the Interconnection Facilities.
- 1.105 ~~1.107~~ “Wind Turbines” means the wind turbine generators integrated into the Generating Facility.
- 1.106 ~~1.108~~ “Wind Turbine Supply Agreement” means Supplier’s master wind turbine purchase agreement or other wind turbine purchase agreement under which Supplier has the right to allocate wind turbines to satisfy the proposed capacity output of the Generating Facility within the timeframe required to achieve the Commercial Operation Date.
- 1.107 ~~1.109~~ “Yearly REC Amount” means the amount of firm RECs for each Contract Year stated in Exhibit 18, as modified to reflect adjustments in the Supply Amount on a one REC to one MWh basis. [See Note at 1.92 to be further considered.]

TERM, TERMINATION, AND SURVIVAL OF OBLIGATIONS

- 2.1 Effective Date. This Agreement shall become effective on the Effective Date.
- 2.2 Term. Supplier’s obligation to deliver Product and Buyer’s obligation to accept and pay for Product under this Agreement shall commence on the Operation Date and shall continue ~~for a period of twenty (20) years from~~ until the [twentieth (20th)] anniversary of the January 1 ~~immediately~~ next following the Commercial Operation Date, subject to earlier termination of this Agreement pursuant to the terms hereof (the “Term”); ~~provided, however, that unless~~ Provided, however, that Buyer shall have a first right to negotiate with Supplier the purchase of Product to be generated by the Facility during the first [five (5)] years immediately following the Term; provided, further however, that until the approvals described in Article 17 are received as contemplated thereby, ~~Buyer~~ neither Party shall ~~not be~~ become obligated to deliver, accept or pay for ~~any~~ Product under this Agreement.
- 2.3 Termination.
- 2.3.1 Mutual Agreement. This Agreement may be terminated by written agreement of the Parties.
- 2.3.2 For Cause. This Agreement may be terminated at any time by the Non-Defaulting Party upon ten (10) Business Days’ prior written notice to the Defaulting Party if an Event of Default has occurred and is continuing after the applicable Cure Period (if any) set forth in Section 25.2 has expired, and such continuing Event of Default would have a Material Adverse Effect on the Non-defaulting Party.
- 2.3.3 Optional Termination. This Agreement may be terminated in accordance with Article 17 in the event the approvals contemplated thereby are not

obtained or are granted with conditions that are not reasonably acceptable to either Party. Upon such termination of this Agreement, except as provided in Section 2.4, neither Party shall owe any obligation to the other Party under this Agreement, subject to the provisions of Section 2.3.5 below.

2.3.4 Force Majeure. This Agreement may be terminated by a Party if the other Party's obligations hereunder have been excused by the occurrence of an event of Force Majeure for longer than ~~six (6) consecutive months~~[eighteen (18)] consecutive months. [Novelution would suggest further consideration – the maximum allowed Force Majeure period may not be entirely arbitrary, but with a small and inherently intermittent resource that is paid for solely on a take if tendered basis, we are aware of little if any cost to the Buyer's system of the Supplier being partially or wholly unable to perform, for any reason, for any length of time.]

2.3.5 If Buyer has not on or before August 31, 2009 provided Supplier with authorized written notice of acceptance of this Agreement as contemplated by Section 18 of this Agreement, Supplier shall have the right to terminate the Agreement at any time thereafter on notice with no liability therefor or hereunder, and such right shall continue until the date, if any, that Supplier is provided such notice of acceptance.

2.4 Effect of Termination - Survival of Obligations. Any termination of this Agreement or expiration of the Term shall not release either Party from any applicable provisions of this Agreement with respect to:

2.4.1 The payment of any amounts owed to the other Party arising prior to or resulting from termination of, or on account of breach of, this Agreement;

2.4.2 Indemnity obligations contained in Article 19, which shall survive to the full extent of the statute of limitations period applicable to any third-party claim;

2.4.3 Limitation of liability provisions contained in Article 20;

2.4.4 For a period of one (1) year after the termination date, the right to submit a payment ~~dispute~~Dispute pursuant to Article 22;

2.4.5 The resolution of any ~~dispute~~Dispute submitted pursuant to Article 22 prior to, or resulting from, termination; or

2.4.6 The confidentiality provisions contained in Article 29.

SUPPLY SERVICE OBLIGATIONS

- 3.1 Energy. Subject to the other provisions of this Agreement, commencing on the Commercial Operation Date, Supplier shall supply and deliver Energy to Buyer at the Delivery Point.
- 3.2 Dedication. All Product shall be dedicated exclusively to Buyer for the Term of this Agreement.
- 3.2.1 Supplier shall not, without Buyer's prior written consent (which ~~Buyer may withhold in its sole discretion~~ shall not unreasonably be withheld), (a) sell, divert, grant, transfer, or assign Product to any Person other than Buyer or (b) provide Buyer with electric energy, RECs, or Renewable Energy Benefits from any source other than the Generating Facility. [Novelution would propose an exception to apply automatically and to require Buyer's reasonable cooperation if, and solely in the event and to the extent, that Buyer is unwilling or unable for any reason to pay for Product, and Supplier were nevertheless able to find a buyer. See Note at "Product" definition above.]

[Material Redacted in Original]

- 3.3 Buyer's Obligation and Delivery. Buyer shall take delivery of Energy at the Delivery Point in accordance with the terms of this Agreement. Supplier shall be responsible for all costs associated with delivery of the Energy to the Delivery Point. Buyer shall be responsible for all costs associated with receipt of the Energy at the Delivery Point. Notwithstanding anything in this Agreement to the contrary, Buyer shall (i) be obligated to purchase or accept delivery of Energy from the Generating Facility only if the Generating Facility is ~~at~~ as of the time MPSC Approval Date qualified as a Renewable Energy System ~~and~~ ["Renewable Energy Generator"] and [Note: Supplier is not able to take regulatory and change of law risk over time with respect to the definition and application of the terms "Renewable Energy System" and "Renewable Energy Generator," etc.] Buyer receives the RECs associated with such Energy as contemplated by this Agreement and (ii) not be required to purchase or accept more ~~[Redacted Redaction in Original]~~ ("Maximum Annual Amount"). [The condition in(ii) above apparently refers to a limit on Buyer's obligation to purchase Product from the Generating Facility. That would potentially be an issue of material significance to Supplier if Supplier were not permitted to sell to others amounts of Product which are produced above some Maximum Annual Amount, that Buyer refuses to purchase at the Product Rate. See Note above at 1.57.]
- 3.4 Consumption. Supplier shall acquire Standby Service necessary to meet Station Usage.
- 3.5 Energy Replacement Costs. [See Note at 1.92 above and 3.6 below to be further considered. Novelution proposes either to delete this entire section 3.5 or to

insert conditions to satisfactorily mitigate the project's risks of liability for a Shortfall makeup payment.]

- 3.5.1 Subject to the right of a Shortfall Makeup, commencing ~~[RedactedRedaction in Original]~~ and for each Contract Year thereafter, in the event of a Shortfall, Supplier shall pay Buyer the replacement costs for energy attributable to the Shortfall, as calculated by Buyer pursuant to Section 3.5.2 (“Energy Replacement Costs”).
- 3.5.2 The Energy Replacement Costs shall be calculated by Buyer and shall equal the ~~[RedactedRedaction in Original]~~ Average Monthly Michigan Hub Firm Price for the ~~[RedactedRedaction in Original]~~ creating the Shortfall. Within five (5) Business Days of the end of any Contract Year during which a Shortfall occurred, Supplier shall provide Buyer with written notice of such Shortfall. [It is not appropriate to calculate an annual penalty from monthly prices. See Note at 1.5][In any event, Supplier should subtract from any amount owed for Energy and REC Replacement Costs the amount payments the Buyer avoided at the Product Rate by not being required to accept and pay for Product.]
- 3.5.3 The Parties recognize and agree that the payment of Energy Replacement Costs by Supplier pursuant to this Section 3.5 is an appropriate remedy in the event of a Shortfall, and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes expected future costs of a Shortfall to Buyer at the time of the Effective Date. The Parties further acknowledge and agree that the actual costs of a Shortfall to Buyer are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient, and the damages calculated hereunder constitute a reasonable approximation of the harm or loss to Buyer.
- 3.5.4 All information used by Buyer to calculate Energy Replacement Costs shall be verifiable by Supplier; and Buyer shall provide a copy of all such information to Supplier supporting such calculations within five (5) Business Days of the request by Supplier for such information, and Supplier agrees to treat such information as Confidential Information pursuant to Article 29.
- 3.6 REC Replacement Costs. [See Note at 1.92 to be further considered by the Parties. The REC market, like the Energy market at the Michigan Hub, is immensely volatile and depends on factors that are beyond either Party's control. The Product Rate is not allocated between Energy and Renewable Energy Benefits or RECs, and it is designed to mitigate Buyer's price risk over the Term, rather than on a year-by-year basis. Novelution proposes either to omit this entire section 3.6 or to insert conditions to satisfactorily mitigate the project's risks of liability for Replacement Costs.] [If Supplier is to be held liable for any replacement costs, Supplier should be permitted to subtract from any amount owed for Energy and REC Replacement Costs the amount payments the Buyer avoided at the Product Rate by not being required to accept and pay for Product. In such case we should also consider

whether net amounts of this calculation which sum in favor of Supplier, should be paid by Buyer.]

- 3.6.1 ~~[RedactedRedaction in Original]~~ commencing with the ~~[RedactedRedaction in Original]~~ and for each Contract Year thereafter, in the event of a REC Shortfall, Supplier shall pay Buyer the replacement costs for RECs attributable to the REC Shortfall (“REC Replacement Costs”).
- 3.6.2 The REC Replacement Costs shall be calculated by Buyer and shall be based on the quoted market costs of purchasing replacement RECs to cover the REC Shortfall that are of a non-solar and comparable character and with a comparable expiration date or, if replacement REC market quotes are unavailable, the weighted average cost of non- solar replacement RECs already in Buyer’s REC Account delivered for the most recent Contract Year in which a REC Shortfall occurred.
- 3.6.3 The Parties recognize and agree that the payment of REC Replacement Costs by Supplier pursuant to this Section 3.6 is an appropriate remedy in the event of a REC Shortfall, and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes expected future costs of a REC Shortfall to Buyer at the time of the Effective Date. The Parties further acknowledge and agree that the actual costs of a ~~RE-CREC~~ Shortfall to Buyer are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient, and the damages calculated hereunder constitute a reasonable approximation of the harm or loss to Buyer.
- 3.6.4 All information used by Buyer to calculate REC Replacement Costs shall be verifiable by Supplier; and Buyer shall provide a copy of all such information to Supplier supporting such calculations within five (5) Business Days of the request by Supplier for such information, and Supplier agrees to treat such information as Confidential Information pursuant to Article 29.
- 3.7 Adjustment to Supply Amount. [This should be discussed in the context of a further consideration of minimum and maximum supply obligations; If it is retained, then Novelution would propose that the adjustment in every Contract Year should be not less than plus or minus 30 percent of the prior year’s numbers. See notes above at 1.57 and 1.92 and elsewhere.]
- 3.7.1 Increase or Decrease Prior to Commercial Operation. No later than the sooner of (a) twelve (12) months after MPSC approval of this Agreement and (b) the Commercial Operation Date, Supplier may, only once as set forth in this Section 3.7.1, adjust the Supply Amount, Yearly REC Amount, and the capacity values in Exhibit 1. Supplier may increase such amounts such that (a) the increased Supply Amount for each Contract Year shall not exceed one hundred and ~~tenthirty~~ percent (~~110~~130%) of the original Supply Amount for that Contract Year as of the Effective Date and

(b) the Yearly REC Amount for each Contract Year shall increase in the same proportion as the increase of the Supply Amount for that Contract Year. Supplier may decrease such amounts such that (a) the decreased Supply Amount for each Contract Year shall not be less than ~~ninetyseven~~ percent (~~9070~~%) of the original Supply Amount for that Contract Year as of the Effective Date and (b) the Yearly REC Amount for each Contract Year shall decrease in the same proportion as the decrease of the Supply Amount for that Contract Year.

- 3.7.2 Increase of Supply Amount After Commercial Operation Date. On or before October 1 of each Contract Year, Supplier may increase the Supply Amount and Yearly REC Amount by providing written notice of such increase to Buyer, provided that (a) the increased Supply Amount for each Contract Year shall be no greater than one hundred and ~~tenthirty~~ percent (~~110130~~%) of the original Supply Amount for that Contract Year as of the Effective Date, as the Supply Amount may be modified pursuant to Section 3.7.1, and (b) the Yearly REC Amount for each Contract Year shall increase in the same proportion as the increase of the Supply Amount for that Contract Year. ~~Each increase to the Supply Amount and Yearly REC Amount under this Section 3.7.2 shall apply no sooner than the third Contract Year subsequent to the Contract Year in which Supplier provides written notice of such an increase, and shall not apply to the first or second Contract Years subsequent to the Contract Year in which Supplier provides written notice of such an increase.~~ [Note that the Heritage PPA required adjustments to be made by the Supplier with Notice to Buyer three years prior to the year in which they were to become effective. This might be something Novolution would want to consider as a *quid pro quo* for receiving a substantial capacity payment or a three year advance on its energy payments. Otherwise the purpose and logic of the Supply Amount and minimum REC production declaration and three year advance commitments thereto is not clear to us as a small producer of inherently intermittent power that is being paid a fixed price only if and when kWh are actually delivered.]
- 3.7.3 Decrease of Supply Amount After Commercial Operation Date. On or before October 1 of each Contract Year, Supplier may decrease the Supply Amount and Yearly REC Amount by providing written notice of such decrease to Buyer, provided that (a) the decreased Supply Amount for each Contract Year shall be no less than ~~ninetyseven~~ percent (~~9070~~%) of the original Supply Amount for that Contract Year as of the Effective Date, as the Supply Amount may be modified pursuant to Section 3.7.1, and (b) the Yearly REC Amount for each Contract Year shall decrease in the same proportion as the decrease of the Supply Amount for that Contract Year. A decrease in the Supply Amount and Yearly REC Amount shall in no event be made to assist, accommodate, or otherwise allow for the sale of Product to third parties. ~~Each decrease to the Supply Amount and Yearly REC Amount under this Section 3.7.3 shall apply no sooner than the third Contract Year subsequent to the Contract Year in which Supplier provides written notice of such a decrease, and shall not apply to the first or second~~

~~Contract Years subsequent to the Contract Year in which Supplier provides written notice of such a decrease.~~

- 3.8 Title and Risk of Loss. Title to and risk of loss with respect to Energy shall pass from Supplier to Buyer at the Delivery Point. Until title passes, Supplier shall be deemed in exclusive control of the Energy and shall be responsible for any damage or injury caused thereby. After title to the Energy passes to Buyer, Buyer shall be deemed in exclusive control of the Energy and shall be responsible for any damage or injury caused thereby. Supplier shall deliver the Energy to Buyer free and clear of all liens, security interests, claims, and encumbrances or any interest therein or thereto by any Person.
- 3.9 Guaranteed Mechanical Availability. Supplier shall be obligated to achieve the Mechanical Availability Guaranty as set forth in Exhibit 19. Within thirty (30) calendar days following the end of each Contract Year, Supplier shall provide Buyer with written notice (and reasonable supporting documentation) certified by an officer of Supplier of the ~~(a) Delivered Amount for such Contract Year; (b) Base Hours for each Wind Turbine for such Contract Year; (c) Operating Hours for each Wind Turbine for such Contract Year; (d) total number of hours that each Wind Turbine was not operational as a result of Force Majeure; and (e) total number of hours that each Wind Turbine was not operational as a result of an approved Planned Outage.~~ calculation of the Mechanical Availability Guaranty. [To be further considered: Supplier is covenanting to operate and maintain the Generating Facility in accordance with Good Utility Practice and is not being compensated for capacity or for dispatchability. Rather than include a negotiated MAG that has no particular relevance to the risks to the Buyer that are inherent in the combined Energy and REC price being paid for the Product, and adds nothing of which we are aware to the obligation to operate in accordance with Good Utility Practices, Novelution would propose to delete the MAG entirely.] [Alternatively, as noted above, Novelution is prepared to agree that the quantity of Product generated by the Generating Facility in the last 5 Contract Years will be equal to or greater than the amount of Product generated in the first five full calendar years of Commercial Operation, and if it is less, to extend the Term sufficiently to make up the difference.]

PRICE OF PRODUCT

- 4.1 Product Payments. Supplier shall be paid for the Product based on the Delivered Amount of Energy as determined by data from monthly Meter readings, as follows:
- 4.1.1 Upon the Operation Date and prior to the Commercial Operation Date, all Product associated with Delivered Amounts of Energy from the Generating Facility shall be paid for by Buyer at the Product Rate.
- 4.1.2 From and after the Commercial Operation Date through the remainder of the Term, all Product associated with Delivered Amounts of Energy from the Generating Facility shall be paid for by Buyer at the Product Rate.

RENEWABLE ENERGY CREDITS AND RENEWABLE ENERGY BENEFITS

- 5.1 Delivery of Renewable Energy Credits. [Proposed changes reflect two concerns: (a) Buyer is only entitled to RECs associated with Energy the Buyer accepts and pays for, and (b) it is not usual in our experience that the Parties' contractual agreement could be binding on the MPSC.]
- 5.1.1 ~~All~~ RECs and any benefits derived there from are exclusively dedicated to and vested in Buyer upon and to the extent of delivery and acceptance by Buyer of the Energy from the Generating Facility that is associated with such RECs, and Supplier hereby transfers to Buyer all such dedicated RECs. Supplier shall deliver to Buyer all RECs derived from the ~~production of~~ Energy ~~from~~ produced by the Generating Facility that Buyer accepts for purchase pursuant to this Agreement. Supplier shall timely prepare and execute all documents and shall take all actions necessary under applicable Law to cause the RECs to vest in Buyer, without further compensation, including, but not limited to, all actions necessary to register or certify the RECs or the Generating Facility with the applicable Governmental Authority, and to provide all production data and other information required to satisfy the applicable reporting requirements of the applicable Governmental Authority.
- 5.1.2 Supplier and Buyer agree that all RECs awarded to Buyer by the MPSC Administrator ~~under~~ in accordance with this Agreement ~~shall~~ may be first issued by the MPSC in the name of Buyer; ~~rather than in the name of Supplier.~~
- 5.1.3 On or before each February 1 ~~of each Contract Year, commencing with February 1, 2011,~~ Supplier, as owner or operator of the Generating Facility, shall deliver to Buyer a written attestation for the prior Contract Year that the Energy represented in MWhs used to certify RECs for attribution to Buyer (a) has not been and will not be sold or otherwise exchanged for compensation or used for credit in Michigan or any other state or jurisdiction and (b) has not been and will not be included within a blended energy product certified to include a fixed percentage of renewable energy in any other state or jurisdiction as prohibited under Michigan law.
- 5.2 Renewable Energy Benefits. ~~All~~ Renewable Energy Benefits shall be exclusively dedicated to and shall be vested in Buyer upon and to the extent of delivery and acceptance by Buyer of the Energy from the Generating Facility that is associated with such Renewable Energy Benefits, and Supplier hereby transfers to Buyer all such dedicated Renewable Energy Benefits. Supplier shall take or cause to be taken all commercially reasonable actions and do or cause to be done all things reasonably requested by Buyer to qualify for, and for Supplier or Buyer to receive, ~~all available~~ such Renewable Energy Benefits and, if received by Supplier, to transfer such Renewable Energy Benefits to Buyer, without further compensation.

TAX CREDITS

- 6.1 The Parties agree that the Product payments as provided for in Article 4 account for Tax Credits in effect as of the Effective Date of this Agreement.
- 6.2 Supplier and Buyer agree that the Product Rate is not subject to adjustment or amendment ~~if solely on account of Supplier fails's failure~~ to receive any Tax Credits, or if such Tax Credits expire, are repealed, or otherwise cease to apply to Supplier or the Generating Facility in whole or in part, or Supplier or its investors are unable to benefit from such Tax Credits.

RENEWABLE ENERGY STANDARD

- 7.1 The Parties agree that the RECs and Renewable Energy Benefits produced by the Generating Facility and dedicated to Buyer will be used by Buyer in meeting its obligations pursuant to the Clean, Renewable and Efficient Energy Act. Supplier shall use commercially reasonable efforts to ~~assist~~provide Buyer ~~in Buyer's compliance with applicable requirements set forth in the Clean, Renewable and Efficient Energy Act, and shall provide~~with information about Supplier and the Generating Facility and the operations of both pursuant to this Agreement, as reasonably requested by Buyer ~~or otherwise necessary to allow the MPSC to determineto enable~~ Buyer's compliance with ~~such requirements~~Buyer's obligations under the Clean, Renewable, and Efficient Energy Act.

RIGHT OF FIRST OFFER

- 8.1 If Supplier (or any direct or indirect parent of Supplier) intends to sell or transfer the Generating Facility to a non-Affiliate third-party, Supplier must provide written notice to Buyer of such intention. Upon Buyer's receipt of such notice, Buyer shall have the right to negotiate in Good Faith with Supplier for no more than sixty (60) calendar days, unless otherwise agreed to by Supplier, the terms of the sale or transfer of the Generating Facility to Buyer or its designee on an exclusive basis. If Buyer desires to enter into such negotiation, Buyer shall notify Supplier of such decision within fifteen (15) calendar days of receipt of Supplier's notice. Supplier will provide, in a timely manner, information regarding the Generating Facility which is reasonable or customary to allow Buyer to perform due diligence and to negotiate in Good Faith for the purchase of the Generating Facility.
- 8.2 In the event that Buyer does not exercise its right to negotiate pursuant to Section 8.1, Supplier must comply with Article 24 in any assignment or delegation of Supplier's rights, interests, or obligations herein to a purchaser of the Generating Facility.
- 8.3 In the event that Supplier does not execute an agreement, subject to receipt of appropriate regulatory approvals, to sell or transfer the Generating Facility to any non-Affiliate third-party in accordance with this Article 8 within three hundred sixty-five (365) calendar days of the date that Supplier provided Buyer with written notice pursuant to Section 8.1, Supplier (or any direct or indirect parent of

Supplier) must again follow the procedures of this Article 8 if it intends to sell or transfer the Generating Facility to a non-Affiliate third-party.

METERING, INVOICING, AND PAYMENTS

9.1 Metering.

- 9.1.1 Meters. Buyer shall, at Buyer's expense, provide, install, own, operate and maintain all Meters in good operating condition. The Meters shall be ~~used~~ located and maintained in such a manner as to permit Supplier to read them in the ordinary course of business, whether physically or by telemetering arrangements, without the presence of Buyer's personnel, and shall be used by both Parties for quantity measurements under this Agreement. Such equipment shall be bi-directional and shall be capable of measuring and reading instantaneous, hourly real and reactive energy and capacity. The Meters shall also be used for, among other things, metering Station Usage of the Generating Facility. Supplier, at its expense, may install additional check meters. Supplier shall not install any check-metering equipment on Buyer-owned facilities.
- 9.1.2 Location. Meters shall be installed at the ~~location~~ locations specified in Exhibit 5, or as otherwise reasonably determined by Buyer to effectuate this Agreement.
- 9.1.3 Non-Interference. Supplier shall not undertake any action that may interfere with the operation of the Meters. Supplier shall be liable for all costs, expenses, and liabilities associated with any such interference with the Meters.
- 9.1.4 Meter Testing. Meters shall be tested at least once every calendar year by Buyer, at Buyer's expense. Either Party may request a special test of Meters or check meters, but the testing Party shall bear the cost of such testing unless there is an inaccuracy outside the limits established in American National Standard Institute Code for Electricity Metering (ANSI C12.1, latest version), in which case the Party whose meters were found to be inaccurate shall be responsible for the costs of the special testing. Meters installed pursuant to this Agreement shall be sealed and the seal broken only when the meters are to be adjusted, inspected, or tested. Authorized representatives of both Parties shall have the right to be present at all routine or special tests and to inspect any readings, testing, adjustment, or calibration of the Meters or check meters. Buyer's Operating Representative shall provide fifteen (15) calendar days prior notice of routine Meter testing to Supplier's Operating Representative. If Supplier has installed check meters in accordance with Section 9.1.1, Supplier shall test and calibrate each such meter at least once every calendar year. Supplier's Operating Representative shall provide fifteen (15) calendar days prior written notice of routine check meter testing to Buyer's Operating Representative. In the event of special Meter testing,

the Parties' Operating Representatives shall notify each other in writing with as much advance notice as practicable.

9.1.5 Metering Accuracy. If the Meters are registering but their accuracy is outside the limits established in ANSI C12.1, Buyer shall repair and recalibrate or replace the Meters ~~and~~. Buyer shall adjust payments to Supplier for the Delivered Amount for inaccuracy of any amount or degree, whether or not within ANSI C12.1 limits, for the lesser of the period in which the inaccuracy existed and ninety (90) calendar days. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the Meters; provided, however, the adjustment period shall not exceed ninety (90) calendar days. If adjusted payments are required, Supplier shall render a statement describing the adjustments to Buyer within thirty (30) calendar days of the date on which the inaccuracy was rectified. Any payment adjustments due Supplier pursuant to this Section 9.1.5 shall accompany Supplier's statement.

9.1.6 Failed Meters. If the Meters fail to register, Buyer shall make payments to Supplier based upon Supplier's check metering; provided, however, that if the ~~accuracy of the~~ check meters is on which adjustments relied are subsequently determined to be inaccurate in any amount or degree, whether or not they are outside the limits established in ANSI ~~C12.1, 12.1~~, Buyer shall adjust the payments to Supplier for the Delivered Amount calculated using the check meters for the lesser of the period in which the inaccuracy existed and ninety (90) calendar days. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the check meters; provided, however, the adjustment period shall not exceed ninety (90) calendar days. If no such metering is available, payments shall be based upon the Parties' best estimate of the Delivered Amount. In such event, the Parties' estimated payments shall be in full satisfaction of payments due hereunder. If the Parties cannot agree on a best estimate of the Delivered Amount, the dispute shall be resolved in accordance with Article 22.

9.2 Invoices.

9.2.1 Invoicing and Payment. On or before the tenth (10th) day of each month, Supplier shall send to Buyer an Invoice for ~~the prior month~~ Product delivered to the Delivery Point during the period of time since the last date covered by the immediately preceding Invoice, if any (a "Billing Period"). The Invoice shall be calculated based upon Meter data available to Supplier and as set forth in Exhibit 2B.

9.2.2 Monthly Energy Invoice Calculation. Supplier shall calculate each ~~monthly~~ Invoice as set forth in Exhibit 2B.

9.2.3 Energy Replacement Costs and REC Replacement Costs Invoice Calculation. In addition to the requirements for monthly Invoices set forth in this Section 9.2, in the event of a (a) Shortfall, Buyer shall, within fifteen (15) Business Days after the end of the applicable Contract Year, send to Supplier an Invoice for Energy Replacement Costs, which shall include the calculations set forth in Exhibit 2D; and (b) REC Shortfall, Buyer shall, within fifteen (15) Business Days after the end of the applicable Contract Year, send to Supplier an Invoice for REC Replacement Costs, which shall include the calculations set forth in Exhibit 2C. For the purpose of this Section 9.2.3, the applicable Contract Year means (i) two Contract Years following a Shortfall and (ii) Supplier failed to achieve a Shortfall Makeup for such Shortfall. [Novelution proposes to omit this requirement in accordance with comments at 1.92 and elsewhere above.](#)

9.3 Payments.

9.3.1 Payment to Buyer. The Invoice referred to in Section 9.2.1 above shall net any amounts owing to Buyer from amounts due to Supplier and shall indicate the net payment due Supplier or Buyer, as applicable. Supplier shall provide supporting data in reasonable detail to support its calculations of any amounts owing to Buyer. Any payment due to Buyer shall be credited to following Billing Periods and if no such Billing Periods remain, payment shall be made within thirty (30) calendar days of the date of the Invoice.

9.3.2 Method of Payment. Buyer and Supplier, as applicable, shall remit the payment of any undisputed amounts by wire transfer pursuant to the instructions stated on the Invoice, and if no instructions are stated on such Invoice, then in accordance with Exhibit 4. Payment will be made on or before the later of (a) twenty (20) calendar days following the end of each month and (b) ten (10) calendar days from receipt of Invoice by the applicable Party.

9.3.3 Examination and Correction of Invoices. As soon as practicable, either Party shall notify the other Party in writing of any alleged error in Supplier's Invoice.

9.3.3.1 If a Party notifies the other Party of an alleged error in Supplier's Invoice, the Parties agree to make Good Faith efforts to reconcile the billing and mutually agree on the appropriate remedy, if any.

9.3.3.2 If a correction is determined to be required, Supplier shall provide an adjusted Invoice to Buyer. If such correction results in an additional payment to Supplier, Buyer shall pay Supplier the amount of the adjusted Invoice within thirty (30) calendar days of the date of the receipt of adjusted Invoice. If such correction resulted in a refund owed to Buyer, Supplier

shall pay Buyer the amount of the adjusted Invoice within thirty (30) calendar days of the date of the statement or, at Buyer's option, Buyer may net such amount against the subsequent monthly payment to Supplier.

9.3.3.3 If Supplier fails to provide Buyer with notice of any alleged error in Supplier's Invoice within twelve (12) months of Buyer's receipt of such Invoice, then Supplier shall be deemed to have waived all rights to object to such Invoice.

9.3.4 Overdue Amounts and Refunds. Overdue amounts and refunds of overpayments shall bear interest from and including, the due date or the date of overpayment, as the case may be, to the date of payment of such overdue amounts or refund at a rate calculated pursuant to 18 C.F.R. § 35.19a, as such Law may be amended or superseded.

9.3.5 Access to Books and Records. Supplier agrees to make available for inspection upon five (5) Business Days written notice from Buyer its books and records for the purpose of allowing Buyer to verify the information contained within the Invoices presented pursuant to this Article 9.

9.3.6 Parties Right to Net. Either Party shall have the right to net any undisputed amounts owed to the other Party under this Agreement.

9.3.7 Taxes. Buyer is responsible for any Taxes imposed on or associated with the Energy or its receipt at the Delivery Point. Supplier is responsible for any Taxes imposed on or associated with the Energy or its delivery to the Delivery Point. Either Party, upon written request of the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from Taxes, and shall use reasonable efforts to obtain and cooperate with the other Party in obtaining any exemption from or reduction of any Tax. Each Party shall hold harmless the other Party from and against Taxes imposed on the other Party as a result of a Party's actions or inactions and that otherwise would not have occurred in the absence of this Agreement in accordance with Article 19.

FACILITY CONSTRUCTION, OPERATIONS, AND MODIFICATIONS

10.1 Construction of Generating Facility. Supplier shall construct the Generating Facility in accordance with Good Utility Practice, in accordance with the Project Milestones, and to ensure that (a) Supplier is capable of meeting its supply obligations over the Term and (b) the Generating Facility is ~~at all times~~ constructed in compliance with all applicable requirements imposed on a wind-powered Renewable Energy System of the size and type of the Generating Facility as set forth in the Clean, Renewable, and Efficient Energy Act. Supplier shall provide to Buyer in a form satisfactory to Buyer within thirty (30) calendar days after execution of the ~~IOAIA~~, an update to Exhibit 5 which shall include a

single line diagram of the Generating Facility, Interconnection Facilities, the Delivery Point, and the location of Meters, which location shall be reasonably acceptable to Buyer. At Buyer's request, Supplier shall provide Buyer with ~~copies~~ a certified summary of non-proprietary terms of the EPC Contract for the proposed Generating Facility ~~and any documentation and drawings reasonably requested by Buyer, redacted of any pricing information~~ which terms are relevant to the Supplier's ability to perform its obligations under this Agreement.

- 10.2 Performance of Project Milestones. Supplier shall complete each Project Milestone set forth in Exhibit 6 on or before 1600 hours EPT on the date specified for each Project Milestone. [Novelution acknowledges the usefulness of certain milestones but requests consideration of its desire to limit the burden of Milestone planning and reporting compliance, considering the brief period between MPSC Approval Date and the expected Commercial Operation Date, by limiting significant milestones to (a) release of construction, (b) Completion and (c) Commercial Operation Date.]

10.2.1 Completion of Project Milestones. Upon Supplier's completion of each Project Milestone, Supplier shall provide to Buyer in writing pursuant to Section 30.1 documentation as specified in Exhibit 6 and reasonably satisfactory to Buyer demonstrating such Project Milestone completion within thirty (30) calendar days following such completion but no later than seven (7) Business Days following the date specified for each Project Milestone listed in Exhibit 6. Buyer shall acknowledge receipt of the documentation provided under this Section 10.2.1 and shall provide Supplier with written acceptance or denial of each Project Milestone within fifteen (15) calendar days of receipt of the documentation.

10.2.2 Progress Towards Completion. Supplier shall notify Buyer promptly (and in any event within ten (10) Business Days) following its becoming aware of information that leads to a reasonable conclusion that a Project Milestone will not be met, and shall convene a meeting with Buyer to discuss the situation not later than fifteen (15) calendar days after becoming aware of this information.

- 10.3 Commercial Operation. Supplier shall notify Buyer at least ~~ten (10) Business Days~~ [three (3)] calendar days prior to the commencement of [any performance tests required by the EPC Contract and the ~~IOA-IA~~]. [To be further considered; Novelution proposes to include for these purposes only performance tests in which electricity will be generated and interconnected operations with the Buyer's electrical system will be involved.] Buyer shall have the right to be present at and witness each such test. Supplier shall notify Buyer at least ~~ten (10) Business Days~~ [three (3)] calendar days prior to the commencement of the performance tests required by Exhibit 7. Buyer shall be deemed to waive its right to be present at the performance tests if Buyer fails to appear at the scheduled time for the performance tests. Within five (5) Business Days of the successful completion of the performance tests pursuant to Exhibit 7, Supplier shall provide Buyer with a written certification that all of the requirements for Commercial Operation hereunder have been satisfied together with completed test summary

data sheets and other relevant data derived from such tests demonstrating to Buyer's satisfaction that such tests have been successfully completed.

10.4 Delay Damages.

10.4.1 In the event the Supplier fails to achieve Commercial Operation by the date specified in Exhibit 6, for each calendar day that the Supplier fails to achieve Commercial Operation thereafter, Supplier shall pay ~~[Redacted]~~ liquidated damages to Buyer in an amount equal to the greater of [one per cent (1.0%)] of the liquidated damages received by Supplier from the EPC contractor on account of such delay, or [five hundred dollars (\$500.00)] per day [To be further considered.] ~~[Redacted information in original]~~ Buyer shall invoice Supplier on a monthly basis for any such amounts under this Section 10.4 and Supplier shall pay such amounts invoiced within twenty (20) calendar days of receipt of the invoice.

10.4.2 The provisions of this Section 10.4 are in addition to, and not in lieu of, Buyer's right, if any, to terminate this Agreement under Article 25 ~~[Redacted]~~ Novelution proposes that liquidated damages, if assessed and paid, should be the sole remedy available to the Buyer for delay in Commercial Operation. ~~[Redacted information in original]~~

10.4.3 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 10.4 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement.

10.5 Modification. Without the prior written consent of Buyer, which shall not be unreasonably withheld, Supplier shall not make any modification to the Generating Facility that might (a) expose Buyer to any material additional liability to third persons or increase its obligations to Supplier under this Agreement or (b) adversely affect Supplier's or Buyer's ability to perform its obligations under this Agreement or any Law or to any third-party. Any such modifications shall be conducted in accordance with Good Utility Practice and all applicable Laws and reliability criteria, as such may be amended from time to time. To the extent additions and modifications extend beyond the limits for a Planned Outage as set forth in Article 12 and interfere with the ability of the Generating Facility to cause or contribute to a Shortfall, Supplier shall pay Energy Replacement Costs and REC Replacement Costs to Buyer pursuant to Sections 3.5 and 3.6, respectively.

10.6 Operation and Maintenance. Supplier at all times shall install, operate, maintain, and repair the Generating Facility in accordance with Good Utility Practice to ensure (a) Supplier is capable of meeting its supply obligations over the Term, (b) the Generating Facility is at all times a Renewable Energy System, and (c) Supplier is at all times in material compliance with all requirements ~~of~~ applicable to a wind-powered renewable energy generator of the size and type of the Generating Facility which are set forth in the Clean, Renewable and Efficient Energy Act. Supplier agrees to (x) maintain records of all operations of the

Generating Facility in accordance with Good Utility Practice, and (y) follow such applicable regulations, directions, and procedures of Buyer, ~~the Control Area Operator, the Transmission Provider, MISO, NERC,~~ and any applicable Governmental Authority with jurisdiction to protect and prevent the ~~Transmission System~~ Buyer's electric system from experiencing any negative impacts resulting from the operation of the Generating Facility. In the event of an inconsistency, Buyer shall reasonably choose whose procedures shall govern. Each Party shall use all reasonable efforts to avoid any interference with the other's operations. Supplier shall cause the Energy of the Generating Facility to meet the Power Quality Standards at all times, and shall operate the Generating Facility consistent with ~~MISO, NERC, Buyer, Control Area Operator, and Transmission Provider requirements~~ Buyer's electric system safety and operational requirements (not to include its economic dispatch requirements).

- 10.7 Operation And Maintenance Agreement. No later than ninety (90) calendar days prior to the Commercial Operation Date, if Supplier is not the operator, Supplier shall provide a ~~copy~~ certified summary of the non-proprietary terms of the agreement between Supplier and the operator which requires the operator to operate the Generating Facility to support the Supplier's obligations in accordance with the terms hereof, which shall be attached to this Agreement as Exhibit 15. Supplier shall also provide a certified copy of a certificate warranting that the operator is a corporation, limited liability company, or partnership in good standing with the State of Michigan, which shall be attached to this Agreement as part of Exhibit 15.
- 10.8 Ground Lease; Rights-of-way. If the land on which the Generating Facility is located is not owned by Supplier, no later than sixty (60) calendar days prior to commencement of Generating Facility construction, Supplier shall provide a copy of the agreement with the owner of the land, attached as Exhibit 16, which establishes (a) the exclusive right of Supplier to construct and operate the Generating Facility on the land for a period not ending before the expiration of the Term and (b) the existence of required rights-of-way and easements.
- 10.9 Fossil Fuel. If the Generating Facility uses any fossil fuel as an energy source to produce Energy, Supplier shall not permit, without the express prior written consent of Buyer, fossil fuel to constitute more than one percent (1%) of the total input, as measured in British thermal units, used by the Generating Facility to produce Energy. [Novelution does not propose to use fossil fuel at the Generating Facility but is agreeable to leaving this provision in the Agreement.]
- 10.10 ~~10.10~~ Right to Review. Buyer and Supplier each shall have the right to review during normal business hours copies of the relevant books and records of the other Party to confirm the accuracy of such as they pertain only to transactions under this Agreement. The review shall be consistent with standard business practices and shall follow reasonable notice to the other Party. Reasonable notice for a review of the previous month's records shall be a minimum of seven (7) Business Days. If a review is requested of other than the previous month's records, then notice of that request shall be provided with a minimum of fourteen

(14) Business Days notice by the requesting Party. The notice shall specify the period to be covered by the review. The Party providing records can exercise its right under Article 29 to protect the confidentiality of the records.

EMERGENCY AND CURTAILMENT

- 11.1 In the event of an Emergency, Buyer and Supplier shall promptly comply with any applicable requirements of any Governmental Authority, NERC, MISO, Control Area Operator, ~~Transmission Provider~~, and any successor of any of them regarding the reduced or increased generation of the Generating Facility.
- 11.2 Each Party shall provide prompt oral and written notification to the other Party of any Emergency. If requested by the other Party, the Party declaring the Emergency shall provide a description in reasonable detail of the Emergency and any steps employed to cure it.
- 11.3 In the event of an Emergency, either Party may take reasonable and necessary action to prevent, avoid, or mitigate injury, danger, damage, or loss to its own equipment and facilities, or to expedite restoration of service; provided, however, that the Party taking such action shall give the other Party prior notice, if practicable, before taking any action. This Section 11.3 shall not be construed to supersede Sections 11.1 and 11.2.
- 11.4 In the event of an Emergency, if and when Buyer requests Supplier not to institute a Planned Outage of the Generating Facility, Supplier agrees to take all commercially reasonable steps to avoid instituting the Planned Outage until such time as the condition of the Emergency has passed.
- 11.5 ~~In the event of an Emergency declared by Supplier, such that Supplier cannot deliver some or all of the Supply Amount to the Delivery Point, Supplier will pay Buyer's Energy Replacement Costs pursuant to Section 3.5 and REC Replacement Costs pursuant to Section 3.6, unless such Supplier declared Emergency qualifies as an event of Force Majeure in accordance with Article 21.~~ [Novelution considers that it is not appropriate for it to be liable for replacement costs for Energy or RECs for any purposes. More importantly, it is in the interests of both Parties to have Emergencies declared immediately when they should be; consideration of whether compensation may be due as a result of a declaration of Emergency could potentially influence the determination. However, Novelution would be willing to accept the obligation to pay some predictable (not market-based) amount for Replacement Energy Costs in the event that it declares an Emergency of the type in which the interconnection with Buyer's 41KV distribution system is de-energized, provided that Buyer is likewise required to pay for Deemed Delivered Energy at the Product Rate and for lost PTC value, during Emergencies that Buyer declares.]
- 11.6 In the event of an Emergency, as a result of which Buyer ~~is unable to receive some or all of the Energy at the Delivery Point or is unable to deliver some or all of the Energy to its customers's~~ 41Kv distribution line to which the Generating

Facility is normally interconnected is de-energized, then Buyer shall have no payment liability in respect of such Energy that Buyer is unable to receive. [The Supply Amount and Yearly REC Amount, if any, will be reduced accordingly in part or total, as applicable, during the period of any such Emergency.] [Consider further: See notes at 11.5, 1.92 and elsewhere above.]

- 11.7 Supplier shall curtail deliveries of Energy at any time, in whole or in part, in a quantity and for any duration specified in advance by Buyer upon at least thirty (30) minutes prior notice (which may be given by e-mail or telephone) to Supplier. The quantity of Energy curtailed and any associated RECs shall equal a Deemed Delivered Amount for such period of curtailment. Supplier shall promptly provide Buyer with such information and data as Buyer may request to confirm to its satisfaction such Deemed Delivered Amount. Supplier shall be paid for such Deemed Delivered Amount at the Product Rate plus an amount of money equal to the statutory value of the PTCs, ~~if any, associated with such~~ on an After Tax Basis assuming a tax rate of forty per cent (40%), which PTCs would have been earned by the Generating Facility if electric energy in the amount of the Deemed Delivered Amount that Supplier or any of its Affiliates were unable to utilize as a result of had been generated and delivered for sale to Buyer's curtailment notice, all as if the Deemed Delivered Amount were delivered to Buyer. During any such period of curtailment, Supplier shall not produce Energy (to the extent curtailed by Buyer) or sell Product to any third-party. All Energy and any associated RECs curtailed in accordance with this Section 11.7 shall be considered Product delivered to Buyer for all purposes under this Agreement. [Novelution is agreeable to this provision but wishes to consider with Buyer some limits on frequency of curtailment (how often and how many times per day/week/ month/year) and duration (minimum time and allowed time for Generating Facility re-start) of curtailments. We note that Deemed Delivered Amounts must include the time for Generating Facility shut down and re-start due to a Curtailment.]

PLANNED OUTAGES [Note: Requiring Supplier to plan and give notice of outages of individual turbines in a 20-turbine wind farm, years in advance, is not practicable for Novelution, nor is it apparent to Novelution that the potential usefulness of any accuracy that might be achieved in such outage planning would not be overwhelmed by inherently unpredictable variability in the wind supply to turbines that are otherwise mechanically and electrically available for service. Novelution proposes to limit the provisions pertaining to Planned Outages to situations in which the interconnection with the Buyer's electric system is intentionally planned in advance to be switched open; that is, the interconnection is planned not to be energized.]

- 12.1 Except in the event of an Emergency, Supplier shall schedule any ~~(a)~~ planned complete outage of the Generating Facility ~~and (b) "Planned Outage"~~ in accordance with Sections 12.1.1 and 12.1.2. [As noted above, it is not clear what planning a "reduction of the capability of the Generating Facility to deliver the Supply Amount (any and all of (a) and (b) are referred to as "Planned Outages") in accordance with Sections 12.1.1, 12.1.2 and 12.1.3." might have consisted of in practice in the context of a 20-turbine wind farm, or why it

would be meaningful to Buyer.] For the purposes of this Section 12, “Planned Outage” shall mean a circumstance in which the interconnection of the Generating Facility with the Buyers electric system is intentionally switched open, in a situation that is not an Emergency; that is, the interconnection is planned in advance not to be energized.

~~12.1.1~~ Within ninety (90) calendar days prior to the Commercial Operation Date and on or before October 1 of each Contract Year, Supplier shall provide Buyer with a schedule of proposed peak Planned Outages for the months of January, February, June, July, August, and December of the upcoming Contract Year and non-peak Planned Outages for the months of March, April, May, September, October, and November of the upcoming Contract Year. The proposed schedules for peak Planned Outages and non-peak Planned Outages will designate the days ~~and amount (in MWs) in~~ on which the Generating Facility output ~~will be reduced in whole or in part, if any, is planned to be entirely unavailable to the Buyer.~~ Each proposed schedule shall include all applicable information, including the following: month, day, and time of a Planned Outage, facilities impacted, duration of outage, purpose of outage, and other relevant information.

~~12.1.1~~ ~~12.1.2~~ Buyer shall promptly review Supplier’s proposed peak Planned Outage schedule and shall either require modifications or approve the proposed schedule within thirty (30) calendar days of Buyer’s receipt of such schedule. No approval shall be required for non-peak Planned Outages. Supplier shall use commercially reasonable efforts to accomplish all Planned Outages in accordance with the approved schedule.

~~12.1.2~~ ~~12.1.3~~ Regardless of any prior approval of a peak Planned Outage, Supplier shall not start any Planned Outage on the Generating Facility without notifying Buyer’s Operating Representative five (5) Business Days prior to the start of such Planned Outage.

REPORTS AND OPERATIONS LOG

- 13.1 Copies of Communications. Supplier shall promptly provide Buyer with copies of any orders, decrees, letters, or other written communications to or from any Governmental Authority asserting or indicating that Supplier or its Generating Facility is in violation of Laws that relate to Supplier or the operation or maintenance of the Generating Facility and could have an adverse effect on Buyer. Supplier shall keep Buyer apprised of the status of any such matters.
- 13.2 Notification of Generating Facility Status. Supplier shall notify Buyer of the status of the Generating Facility as an EWG, QF, or such other status no later than ninety (90) calendar days prior to the Operation Date. Supplier shall notify Buyer, as soon as practicable, of any changes in that status after the Operation Date of this Agreement.
- 13.3 Notices of Change in Generating Facility. In addition to any consent required pursuant to Section ~~10.4, 10.5,~~ Supplier shall provide notice to Buyer as soon as practicable prior to any ~~temporary or permanent change to~~ material change to be

made by Buyer to the Generating Facility that is expected to materially affect the performance, operating characteristics, or Wind Turbines of the Generating Facility. Such notice shall describe any changes; ~~expected or otherwise,~~ to the total capacity of the Generating Facility, to the rate of production and delivery of Energy, to interconnection and transmission issues, and such additional information as may be ~~required~~reasonably requested by Buyer.

13.4 Project Reports and Project Review Meetings.

13.4.1 Prior to the Commercial Operation Date. Supplier shall provide to Buyer in a monthly project report the status in achieving Project Milestones, progress in obtaining any approvals or certificates in connection with achieving the Commercial Operation Date, and a discussion of any foreseeable disruptions or delays. The monthly project reports should be provided at the latest on the 15th day of every month for the previous month. The Parties shall conduct meetings every six (6) months or more frequently if requested by Buyer to review this data and any information related to Supplier's status in achieving the Project Milestone activities listed in Exhibit 6.

13.4.2 Scheduled Operation Date and Commercial Operation Date. In addition to any other requirements for Commercial Operation under this Agreement, Supplier shall provide notice to Buyer of its scheduled Operation Date and Commercial Operation Date on the MPSC Approval Date, if any, and Supplier shall provide to Buyer in writing any adjustments to such scheduled dates as soon as possible, and shall coordinate with Buyer regarding the commencement of operation of the Generating Facility.

13.4.3 After Commercial Operation Date. After the Commercial Operation Date, Supplier shall provide to Buyer on January 1 and July 1 of each calendar year throughout the Term of this Agreement, in both electronic and hard copy format, a report which shall include all pertinent information in connection with Supplier's Generating Facility, ~~which includes all reporting information~~ maintained in the operational log described in subsection 13.4.4 below. Each February during the Term, the Parties shall meet to conduct an annual review of the Generating Facility. Additional data and meetings may be required as ~~necessitated by Generating Facility performance~~either Party may reasonably request.

13.4.4 Operations Log. Supplier shall maintain an operations log, which shall include the Delivered Amount, unplanned maintenance outages and Planned Outages, circuit breaker trip operations, partial deratings of equipment, and any other significant event or information related to the operation of the Generating Facility. The operations log shall be available for inspection by Buyer upon reasonable advance request, and Supplier shall make the data that supports the log available on a real-time basis by remote access to Buyer, if Buyer acquires the necessary equipment and software license to process the data by remote access

13.4.5 Financial Information. Upon Buyer's written request, Supplier shall, within thirty (30) calendar days of such request, provide Buyer with (a) copies of Supplier's most recent financial statements required by Supplier's Lenders and (b) in the initial request by Buyer, the relevant provisions of Supplier's lending agreements setting forth the financial reporting obligations and, for any subsequent requests, any amendments thereto. In the event Supplier is funding one hundred percent (100%) of the engineering, procurement, construction, and operation of the Generating Facility with its own equity, then Supplier shall, within thirty (30) calendar days of a request for its most recent financial statements, provide Buyer with copies of such financial statements prepared in accordance with generally accepted accounting principles in the United State as in effect from time to time.

COMMUNICATIONS

- 14.1 On Call. Supplier's Operating Representative shall be available to address and make decisions on all operational matters under this Agreement on a twenty-four (24) hour, seven (7) day per week basis. Supplier shall, at its expense, maintain and install a twenty-four (24) hour, seven (7) day per week communication link with Buyer's Operating Representative at Buyer's operations center and with Buyer's scheduling personnel, as listed on Exhibit 4, to maintain communications between personnel on site at the Generating Facility and Buyer's Operating Representative at Buyer's operations center, Buyer's schedulers, and the Control Area Operator at all times. Supplier shall provide at its expense:
- 14.1.1 For the purposes of telemetering, a telecommunications circuit from the Generating Facility to Buyer's operations center;
- 14.1.2 Two (2) dedicated ringdown voice telephone lines for purposes of accessing Buyer's dial-up metering equipment and for communications with Buyer's operations center; and
- 14.1.3 Equipment to transmit to and receive voice data, facsimiles, and email from Buyer and the Control Area Operator, including cellular telephones.

SCHEDULING SERVICES [To be further considered: Not clear that "Scheduling Services" would be relevant to the Carsonville Generating Facility, which will be interconnected to Buyer's distribution system. Novolution is prepared to consider other valuable services Buyer may provide for a similar fee.]

- 15.1 [Scheduling Services. Buyer shall be responsible for offering the Generating Facility into the MISO energy market and will act as the generation owner of the Generating Facility in the MISO energy market. Buyer shall receive all revenue from MISO related to the operation of the Generating Facility and be responsible for all payments to MISO related to the operation of the Generating Facility.]

- 15.2 [Scheduling] Services Fee. For providing the foregoing [scheduling] services, Supplier will pay Buyer ~~\$1.00/MWh~~ a fee for each MWh of Energy delivered to the Delivery Point and for each MWh of Deemed Delivered Energy, in the amount of \$1.00/MWh [adjusted by the Inflation Factor as of each January 1 commencing on January 1, 2011.]

COMPLIANCE

- 16.1 Compliance with Laws. Each Party shall comply with all relevant Laws and shall, at its sole expense, maintain in full force and effect all relevant permits, authorizations, licenses, and other authorizations material to the maintenance of its facilities and the performance of obligations under this Agreement. Each Party and its representatives shall comply with all relevant requirements of the Control Area Operator, Transmission Provider, and each Governmental Authority to ensure the safety of its employees and the public.
- 16.2 Good Utility Practice. Buyer and Supplier shall perform, or cause to be performed, their obligations under this Agreement in all material respects in accordance with Good Utility Practice.

APPROVALS

- 17.1 Condition Precedent. Each Party's performance of its respective obligations under Articles 3, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 28 of this Agreement is subject to the Parties obtaining their respective approvals described in Section 17.2 and Section 17.4 in form and substance reasonably satisfactory to Buyer and Supplier.
- 17.2 MPSC Approval. Within fourteen (14) calendar days following the Effective Date, Buyer shall submit this Agreement to the MPSC for approval consistent with the Clean, Renewable and Efficient Energy Act and any other applicable statutory requirements.
- 17.3 Failure to Obtain Approval; Conditions of Approval. If the MPSC fails to grant approval or acceptance of this Agreement Pursuant to Section 17.2, then Buyer shall have the right to terminate this Agreement upon written notice to Supplier within fourteen (14) calendar days of such MPSC disapproval. If the MPSC grants the approval or acceptance of this Agreement and the conditions of such approval or acceptance are not reasonably acceptable to Buyer, then Buyer shall have the right to terminate this Agreement upon written notice to Supplier within fourteen (14) calendar days of such MPSC approval or acceptance. If the MPSC grants the approval or acceptance of this Agreement and the conditions of such approval or acceptance are not reasonably acceptable to Supplier, then Supplier shall have the right to terminate this Agreement upon written notice to Buyer within fourteen (14) calendar days of such MPSC approval or acceptance. If the MPSC fails to grant approval or acceptance of this Agreement by ~~April~~ September 30, 2009, Supplier shall have the right to terminate this Agreement upon written notice to Buyer on or before ~~May~~ October 15, 2009.

EXECUTION VERSION

- 17.4 Cooperation. Each Party agrees to notify the other Party of any significant developments in obtaining any approval in connection with achieving Commercial Operation, including MPSC approval. Each Party shall use reasonable efforts to obtain such required approvals and shall exercise due diligence and shall act in Good Faith to cooperate with and assist each other in acquiring each approval necessary to effectuate this Agreement.
- 17.5 Intervention. Supplier shall (a) timely file a petition to intervene in the MPSC proceeding related to the approval of this Agreement, (b) retain counsel to represent Supplier in such proceeding, and (c) actively support the regulatory approval process.

CREDITWORTHINESS AND SECURITY

- 18.1 Credit Appraisal. Acceptance of this Agreement is contingent upon (i) Buyer's completion of a credit appraisal of Supplier and (ii) Buyer's determination, in its sole discretion, that Supplier is able to perform its obligations. To enable Buyer to conduct such credit appraisal, Supplier shall submit the information below to the extent such information is applicable to Supplier.

~~18.1.1 [THIS NUMBER WAS SKIPPED.]~~

18.1.1 ~~18.1.2~~ Supplier shall provide the latest audited fiscal, if any, and latest interim financial statements, prepared in accordance with generally accepted accounting principles;

18.1.2 ~~18.1.3~~ Supplier shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement;

18.1.3 ~~18.1.4~~ Supplier shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent;

18.1.4 ~~18.1.5~~ Supplier shall provide a statement of prospective Supplier's legal composition and ownership;

18.1.5 ~~18.1.6~~ Supplier shall provide such other information ~~beas~~ may reasonably be requested by Buyer; and

18.1.6 ~~18.1.7~~ in the event Supplier cannot provide the information above, it shall, if applicable, provide that information for Supplier's parent company or guarantor.

18.1.7 If Buyer has not on or before August 31, 2009 provided Supplier with authorized written notice of acceptance of this Agreement as contemplated by this Section 18, Supplier shall have the right to terminate the Agreement at any time thereafter on notice with no liability therefor or

hereunder, and such right shall continue until the date, if any, that Supplier is provided such notice of acceptance.

- 18.2 Waiver of Buyer Security. Supplier hereby waives any and all rights it may have, including rights at Law and otherwise, to require Buyer to provide financial assurances or security (including, but not limited to, cash, letters of credit, bonds, or other collateral) in respect of its obligations under this Agreement.
- 18.3 **[Redacted in original] [Not used by Novelution]**

INDEMNIFICATION

- 19.1 Indemnification for Losses. A Party to this Agreement (the “Indemnifying Party”) shall indemnify, defend and hold harmless, on an After Tax Basis, the other Party, its parent and Affiliates, and each of their officers, directors, employees, attorneys, agents, and successors and assigns (each an “Indemnified Party”) from and against any and all Losses arising out of, relating to, or resulting from any third-party claims as a result of the Indemnifying Party’s breach of, or the performance or non-performance of, its obligations under this Agreement (including Taxes, failure to maintain insurance at levels required by this Agreement, and penalties, fines, reasonable attorneys’ fees, and costs incurred in connection with the Clean, Renewable and Efficient Energy Act) or any other act or failure to act; provided, however, that no Party shall be indemnified hereunder for any Loss to the extent resulting from its own negligence, fraud, or willful misconduct.
- 19.1.1 In furtherance of the foregoing indemnification and not by way of limitation thereof, the Indemnifying Party hereby waives any defense it otherwise might have against the Indemnified Party under applicable workers’ compensation laws.
- 19.1.2 In claims against any Indemnified Party by an agent of the Indemnifying Party, or anyone directly or indirectly employed by them or anyone for whose acts the Indemnifying Party may be liable, the indemnification obligation under this Article 19 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party or a subcontractor under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts.
- 19.2 No Negation of Existing Indemnities; Survival. Each Party’s indemnity obligations under this Agreement shall not be construed to negate, abridge, or reduce other rights or obligations, which would otherwise exist at Law or in equity. The obligations contained herein shall survive any termination, cancellation, expiration, or suspension of this Agreement to the extent that any third-party claims are commenced during the applicable statute of limitations period.
- 19.3 Indemnification Procedures.

- 19.3.1 Any Indemnified Party seeking indemnification under this Agreement for any Loss shall give the Indemnifying Party notice of such Loss promptly, but in any event on or before thirty (30) calendar days after the Indemnified Party's actual knowledge of such claim or action. Such notice shall describe the Loss in reasonable detail, and shall indicate the amount (estimated if necessary) of the Loss that has been, or may be sustained by, the Indemnified Party. To the extent that the Indemnifying Party will have been actually and materially prejudiced as a result of the failure to provide such notice, the Indemnified Party shall bear all responsibility for any additional costs or expenses incurred by the Indemnifying Party as a result of such failure to provide notice.
- 19.3.2 In any action or proceeding brought against an Indemnified Party by reason of any claim indemnifiable hereunder, the Indemnifying Party may, at its sole option, elect to assume the defense at the Indemnifying Party's expense, and shall have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding. Notwithstanding the foregoing, an Indemnified Party shall in all cases be entitled to control its own defense in any action if it:
- 19.3.2.1 May result in injunctions or other equitable remedies with respect to the Indemnified Party which would have a Material Adverse Effect on its business or operations;
 - 19.3.2.2 May result in material liabilities which may not be fully indemnified hereunder; or
 - 19.3.2.3 May have a Material Adverse Effect on the business or the financial condition of the Indemnified Party (including a Material Adverse Effect on the tax liabilities, earnings, ongoing business relationships, or regulation of the Indemnified Party) even if the Indemnifying Party pays all indemnification amounts in full.
- 19.3.3 Subject to Section 19.3.2, neither Party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior written consent of the other Party; provided, however, said consent shall not be unreasonably withheld or delayed.

LIMITATION OF LIABILITY

- 20.1 Responsibility for Damages. Notwithstanding anything under Section 19.1 to the contrary, and except where caused by Buyer's negligence or willful misconduct, Supplier shall be responsible for all physical damage to or destruction of the property, equipment, and/or facilities owned by it, and Supplier hereby releases Buyer from any reimbursement for such damage or destruction.
- 20.2 Limitation on Damages. To the fullest extent permitted by Law, and notwithstanding other provisions of this Agreement, in no event shall a Party be

liable to the other Party, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for special, indirect, incidental, multiple, consequential (including lost profits or revenues, business interruption damages, and lost business opportunities), exemplary, or punitive damages related to, arising out of, or resulting from performance or nonperformance of this Agreement. For purposes of clarification, Energy Replacement Costs, REC Replacement Costs, or payment made by either Party to satisfy payments owing under Sections 3.5, 3.6, 9.6, 10.4, or 28.6 shall not be considered special, indirect, incidental, multiple, consequential (including lost profits or revenues, business interruption damages and lost business opportunities), exemplary, or punitive damages under this Section 20.2. In addition, this limitation on damages shall not apply with respect to claims brought by third parties for which a Party is entitled to indemnification under this Agreement.

- 20.3 Survival. The provisions of this Article 20 shall survive any termination, cancellation, expiration, or suspension of this Agreement.

FORCE MAJEURE

- 21.1 Excuse. Subject to Section 21.4, neither Party shall be considered in default under this Agreement for any delay or failure in the performance of its obligations, and shall be excused in the performance of its obligations under this Agreement (including any obligation to deliver or accept Product), if such delay or failure is due to an event of Force Majeure.

- 21.2 “Force Majeure” means, subject to Section 21.3, any of the following enumerated events that occur subsequent to the Effective Date and before the termination or expiration of the Term of this Agreement, and that delays or prevents a Party’s performance of its obligations under this Agreement, but only to the extent that (a) such event of Force Majeure is not attributable to fault or negligence on the part of that Party; (b) such event of Force Majeure is caused by factors beyond that Party’s reasonable control; (c) despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate, or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate, or overcome such event or consequences; and (d) such Party has satisfied the requirements of Section 21.4:

21.2.1 Acts of God such as storms, hurricanes, floods, lightning, and earthquakes;

21.2.2 Sabotage or destruction by a third-party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;

21.2.3 War, riot, acts of a public enemy, or other civil disturbance;

21.2.4 Strike, walkout, lockout or other significant labor dispute;

21.2.5 Acts of the other Party in breach of its obligations under this Agreement;

21.2.6 [Consider whether acts of the interconnection provider / 41kv system operator, whether or not in breach of this Agreement, should be deemed to be Force Majeure.]

21.2.7 ~~21.2.5~~ Action or inaction of a Governmental Authority (excluding any change in Law, including the Clean, Renewable, and Efficient Energy Law~~Act~~); or

~~21.2.6~~ ~~Action or inaction of Transmission Provider, but excluding any FERC approved amendments to Transmission Provider's FERC approved tariff.~~

21.2.8 Any other cause or event beyond the Party's reasonable control.

21.3 Exclusions. None of the following shall constitute an event of Force Majeure:

21.3.1 Economic hardship ~~of either Party,~~ changes in market conditions, unavailability of funds, or regulatory disallowance of recovery of payments under this Agreement;

21.3.2 The non-availability of wind to generate electricity from the Generating Facility;

21.3.3 A Party's failure to obtain any permit, license, consent, agreement, or other approval from a Governmental Authority attributable to the fault or negligence of that Party, except to the extent it is caused by an event listed in ~~Sections 21.2.3 or 21.2.4~~ Section 21.2; and

21.3.4 A Party's failure to meet a Project Milestone, except to the extent it is caused by an event listed in Section 21.2.

21.4 Conditions. A Party may rely on a claim of Force Majeure to excuse its performance only to the extent that such Party:

21.4.1 Provides prompt notice of such Force Majeure event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;

21.4.2 Exercises all reasonable efforts to continue to perform its obligations under this Agreement;

21.4.3 Expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the event or condition being corrected or cured using commercially reasonable efforts; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;

21.4.4 Exercises all commercially reasonable efforts to mitigate or limit damages to the other Party; and

21.4.5 Provides prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

DISPUTES

- 22.1 Dispute or Claim. Any cause of action, claim, or dispute which either Party may have against the other arising out of or relating to this Agreement, including the interpretation of the terms hereof or any Laws that affect this Agreement, or the transactions contemplated hereunder, or the breach, termination, or validity thereof (“Dispute”) shall be submitted in writing to the other Party. The written submission of any Dispute shall include a concise statement of the question or issue in dispute together with a statement listing the relevant facts and appropriate supporting documentation.
- 22.2 Good Faith Resolution. The Parties agree to cooperate in Good Faith to expedite the resolution of any Dispute. Pending resolution of a Dispute, the Parties shall proceed diligently with the performance of their obligations under this Agreement.
- 22.3 Informal Negotiation. The Parties shall first attempt in Good Faith to resolve any Dispute through informal negotiations by the Operating Representatives or Contract Representatives and senior management of each Party.
- 22.4 Litigation. In the event the Parties are unable to resolve any Dispute pursuant to the foregoing, either may seek redress in a court of law or equity subject to the exclusive jurisdiction in the federal or state courts located in Detroit, Michigan.
- 22.5 Recovery Costs. In the event any action is brought at law or in equity in court to enforce any provision of this Agreement, or for damages by reason of any alleged breach of this Agreement, then the prevailing Party will be entitled to recover from the other Party all costs of the suit, including court costs, the prevailing Party’s reasonable attorneys’ fees, and related costs and expenses of litigation.

NATURE OF OBLIGATIONS

- 23.1 Relationship of the Parties. The provisions of this Agreement shall not be construed to create an association, trust, partnership, or joint venture; or impose a trust or partnership duty, obligation, or liability or agency relationship between the Parties.
- 23.2 No Public Dedication. By this Agreement, neither Party dedicates any part of its facilities nor the service provided under this Agreement to the public.

ASSIGNMENT

- 24.1 Buyer Assignment. Buyer's obligations hereunder shall not be assigned by Buyer without the prior written consent of Supplier, which consent shall not be unreasonably withheld.
- 24.2 Supplier Assignment. Supplier's obligations hereunder shall not be assigned by Supplier except to an Affiliate of Supplier, without the prior written consent of Buyer, which consent shall not be unreasonably withheld.
- 24.3 Liability After Assignment. A Party's assignment or transfer of rights or obligations pursuant to this Article 24 of this Agreement shall relieve said Party from any liability and financial responsibility for the performance thereof arising after any such transfer or assignment, provided such transferee enters into an assignment and assumption agreement in form and substance satisfactory to the other Party, pursuant to which such transferee assumes all of the assigning or transferring Party's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement.
- 24.4 Transfers of Ownership. Subject to Article 8, during the Term, Supplier shall not sell, transfer, assign, or otherwise dispose of its ownership interest in the Generating Facility to any third-party absent (a) a transfer of this Agreement to such third-party and (b) Supplier entering into an assignment and assumption agreement, in form and substance satisfactory to Buyer, with such third-party pursuant to which such third-party assumes all of Supplier's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement.
- 24.5 Assignee Obligations. Supplier shall procure and deliver to Buyer an undertaking, enforceable by Buyer, from each party possessing a security interest in the Generating Facility to the effect that, if such party forecloses on its security interest, (a) it will assume Supplier's obligations under and otherwise be bound by the terms of this Agreement, and (b) it will not sell, transfer, or otherwise dispose of its interest in the Generating Facility to any third-party absent an agreement from such third-party to assume Supplier's obligations under and otherwise be bound by the terms of this Agreement.
- 24.6 Successors and Assigns. This Agreement and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 24.7 Collateral Assignment by Supplier. In the event that Supplier transfers, pledges, encumbers, or collaterally assigns this Agreement to Supplier's Lenders, Supplier shall provide written notice to Buyer of such transfer, pledge, encumbrance, or assignment, including the address of Supplier's Lenders. In connection with any financing or refinancing of the Generating Facility, Buyer shall negotiate in Good Faith with Supplier and Supplier's Lenders to agree upon a consent to collateral assignment of this Agreement, which consent to collateral assignment shall be in form and substance agreed to by Buyer, Supplier, and Supplier's Lenders, and shall include the following provisions:

- 24.7.1 The Parties shall not amend or modify this Agreement in any material respect without the prior written consent of the Supplier's Lenders;
- 24.7.2 Prior to exercising its right to terminate this Agreement as a result of an Event of Default by Supplier, Buyer shall give notice of such Event of Default by Supplier to the administrative agent of Supplier's Lenders, which Buyer has been provided written notice of;
- 24.7.3 Supplier's Lenders shall have the right, but not the obligation, to cure an Event of Default on behalf of Supplier in accordance with the provisions of this Agreement, provided that Supplier's Lenders shall be provided an additional forty-five (45) calendar days, from the end of the Cure Period provided pursuant to Section 25.2, to effect a cure of such Event of Default;
- 24.7.4 An agreement, enforceable by Buyer, from each of Supplier's Lenders that:
- 24.7.4.1 Supplier's Lenders shall receive prior notice of and the right to approve material amendments to the Agreement, which approval shall not be unreasonably withheld, delayed, or conditioned;
- 24.7.4.2 If Supplier's Lenders, directly or indirectly, take possession of, or title to, the Generating Facility (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure), then Supplier's Lenders shall assume all of Supplier's obligations under this Agreement, provided that Supplier's Lenders shall have no personal liability for any monetary obligations of Supplier under this Agreement which are due and owing to Buyer as of the assumption date; provided, however, that prior to such assumption, if Buyer advises Supplier's Lenders that Buyer will require that Supplier's Lenders cure (or cause to be cured) any Supplier Event of Default hereunder existing as of the possession date (irrespective of when such Event of Default occurred) in order to avoid the exercise by Buyer (in its sole discretion) of Buyer's right to terminate the Agreement in respect of such Event of Default, then Supplier's Lenders, at their option and in their sole discretion, may elect to either: (i) cause such Event of Default to be cured or (ii) not assume this Agreement; and
- 24.7.4.3 If Supplier's Lenders elect to sell or transfer the Generating Facility (after directly or indirectly taking possession of, or title to, the Generating Facility), or if the sale of the Generating Facility occurs through the actions of Supplier's Lenders (including a foreclosure sale where a third-party is the buyer, or otherwise), then, as a condition of such sale or

transfer, (a) Supplier's Lenders shall cause the buyer or transferee of the Generating Facility to assume all of Supplier's obligations arising under this Agreement and (b) the buyer or transferee of the Generating Facility shall (i) have creditworthiness that is equal to or superior to the creditworthiness of Supplier as of the Effective Date, as determined by Buyer in its reasonable discretion, and (ii) have experience in operating renewable energy generating facilities that is equivalent or superior to that of Supplier, or the operator of the Generating Facility if Supplier is not the operator, as determined by Buyer in its reasonable discretion.

DEFAULT AND REMEDIES

- 25.1 Events of Default. Except to the extent excused due to an event of Force Majeure in accordance with Article 21, an event of default ("Event of Default") shall be deemed to have occurred with respect to a Party (the "Defaulting Party") upon the occurrence of one or more of the following events:
- 25.1.1 failure to comply with any material obligations imposed upon it by this Agreement where such failure has a Material Adverse Effect of the Non-defaulting Party;
 - 25.1.2 failure to make timely payments due under this Agreement;
 - 25.1.3 continuing failure to comply with the material requirements of the Control Area Operator, ~~Transmission Provider~~, Buyer, MISO, MPSC, FERC, and any successor thereto where effective notice of such requirements has been given and following such directions is required hereunder;
 - 25.1.4 in the case of Supplier, its failure at any time to qualify the Generating Facility as a Renewable Energy System or itself as a ~~renewable energy producer~~ Renewable Energy Generator or similar status under the Clean, Renewable, and Efficient Energy Law Act;
 - 25.1.5 in the case of Supplier, its failure to install, operate, maintain, or repair the Generating Facility in accordance with Good Utility Practice;
 - 25.1.6 in the case of Supplier, its failure to meet any of the Project Milestones under the terms of Section 10.2.1 within twelve (12) months of the date set forth in Exhibit 6 and according to the terms and conditions set forth in Exhibit 6;
 - 25.1.7 in the case of Supplier, its failure to comply with the provisions of Article 18;
 - 25.1.8 in the case of Supplier, its failure to comply with the provisions of Article 24;

- 25.1.9 in the case of Supplier, its failure to maintain the guaranteed Mechanical Availability Guaranty in accordance with Exhibit 19; To be further considered; consider whether the MAG adds anything of value to the GUP covenant, or whether there are more direct ways of assuring that the Project continues to provide a reasonably steady flow of energy and benefits over the Term.
- 25.1.10 in the case of Supplier, its failure to comply with the provisions of Article 28; and
- 25.1.11 ~~in the case of Supplier, if Supplier~~ a Party (a) becomes insolvent and files for or is forced into bankruptcy, (b) makes an assignment for the benefit of creditors, (c) is unable to pay its debts as they become due, ~~or (d)~~ dissolves or liquidates its business or assets, or in the case of Buyer, divides its business into multiple entities where the entity with the purchase obligation under this Agreement is not as creditworthy as Buyer or (e) is subject to a similar action or proceeding.
- 25.2 Cure Period. Upon the occurrence of an Event of Default, other than pursuant to ~~Section~~ Sections 25.1.2 or 25.1.11, the Defaulting Party shall be entitled to a period of ~~ten~~ thirty (30) calendar days from receipt of a Default Notice describing such occurrence (the “Cure Period”) to cure such Event of Default ~~during which time the duties and obligations of the Non-Defaulting Party under this Agreement are suspended; provided, however, that in the case of an Event of Default under Section 25.1.6, with written notice from Supplier to Buyer,~~ such Cure Period may be extended for an additional sixty (60) calendar days if (a) ~~Supplier can demonstrate to Buyer that~~ such Event of Default was not capable of being cured within such ten (10) calendar day period and such Event of Default is capable of being cured within an additional sixty (60) calendar day period; and (b) Supplier is diligently and continuously proceeding to cure such Event of Default; ~~and (c) Supplier posts additional security in a form consistent with the provisions of Section 18.3, and in an amount acceptable to Buyer in its sole discretion, but in no event in excess of fifteen percent (15%) of the original amount of security posted, if any.~~
- 25.3 ~~25.3 Remedies.~~ If an Event of Default is not cured by the Defaulting Party during the Cure Period, the Non-Defaulting Party shall be entitled to all legal and equitable remedies that are not expressly prohibited by the terms of this Agreement, including termination of this Agreement as provided in Section 2.3 ~~[Redacted]— material in original,~~ [provided that liquidated damages if assessed by Buyer and paid by Supplier pursuant to Section 10.4 above, shall be the sole remedy for an Event of Default based on Section 10.4 of the Agreement.]

REPRESENTATIONS AND WARRANTIES OF SUPPLIER

Supplier represents and warrants the following to Buyer as of the date of achievement for each Project Milestone and the beginning of each Contract Year, as applicable:

- 26.1 Organization; Qualification. Supplier is a [limited liability company duly organized, validly existing, and in good standing under the laws of the State of ~~Michigan~~ _____] and has all requisite power and authority to own, lease, and/or operate its properties and to carry on its business as is now being conducted. Supplier is duly qualified or licensed to do business as a limited liability company and is in good standing in each jurisdiction in which the property owned, leased, or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not have a Material Adverse Effect.
- 26.2 Authority Relative to this Agreement. Supplier has full authority to execute, deliver, and perform this Agreement to which it is a Party and to consummate the transactions contemplated herein. Other than obtaining the Supplier's Required Regulatory Approvals as set out in Exhibit 10, no other proceedings or approvals on the part of Supplier are necessary to authorize this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Supplier enforceable in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of rights generally.
- 26.3 Consents and Approvals; No Violation. Other than obtaining the Supplier's Required Regulatory Approvals as set out in Exhibit 10, the execution, delivery, and performance of this Agreement by Supplier shall not (a) conflict with or result in any breach of any provision of the articles of organization (or other similar governing documents) of Supplier; (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except where the failure to obtain such consent, approval, authorization or permit, or to make such filing or notification, could not reasonably be expected to have a Material Adverse Effect; or (c) result in a default (or give rise to any right of termination, cancellation, or acceleration) under any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation to which Supplier or any of its subsidiaries is a party or by which any of their respective assets may be bound, except for such defaults (or rights of termination, cancellation, or acceleration) as to which requisite waivers or consents have been obtained.
- 26.4 Regulation as a Utility. Except as ~~set forth in Exhibit 10,~~ to its regulation by FERC under the United States Federal Power Act with respect to sales of electricity for resale in interstate commerce, Supplier is not subject to regulation as a public utility or public service company (or similar designation) by any Governmental Authority
- 26.5 Availability of Funds. Supplier has, or will have, and shall maintain, sufficient funds available to it to perform all obligations under this Agreement and to consummate the obligations contemplated pursuant thereto.
- ~~26.6 Interconnection Process. Supplier has initiated with the Transmission Provider the process of obtaining the rights to interconnect the Generating Facility to the~~

~~Transmission System in order to provide for the delivery of Energy to and at the Delivery Point.~~

- 26.6 ~~26.7~~ Interconnection Cost Due Diligence. Supplier has conducted due diligence regarding the costs of all facilities necessary to interconnect the Generating Facility to the Delivery Point and all such costs are covered by the Product Rate.
- 26.7 ~~26.8~~ Permits, Authorizations, Licenses, and Grants. Supplier has applied or will apply for or has received the permits, authorizations, licenses, and grants listed in Exhibits 10 and 11, and that no other permits, authorizations, licenses, or grants are required by Supplier to construct and operate the Generating Facility and fulfill Supplier's obligations under this Agreement.
- 26.8 ~~26.9~~ Related Agreements. Supplier has entered into or will enter into all necessary and material agreements as listed in Exhibit 12 related to Supplier's obligations under this Agreement.
- 26.9 ~~26.10~~ Certification. The Generating Facility qualifies as a Renewable Energy System and Supplier has been and is in compliance with all requirements set forth in the Clean, Renewable, and Efficient Energy Act that are applicable to Renewable Energy Generators operating wind powered facilities of the size and type of the Generating Facility.
- 26.10 ~~26.11~~ ~~26.11~~ Title. Upon achieving the Operation Date, Supplier owns all Product attributable to the Generating Facility and has the right to sell such Product to Buyer. Supplier will convey good title to the Product to Buyer free and clear of any liens or other encumbrances or title defects, including any which would affect Buyer's ownership of any portion of such Product or prevent the subsequent transfer of any portion of such Product by Buyer to a third-party.
- 26.11 ~~26.12~~ Generating Facility Site. Supplier either (a) owns the real property on which the Generating Facility is located, (b) has obtained the option to exclusively use and/or purchase the real property on which the Generating Facility will be located, or (c) has obtained the necessary rights to construct and operate the Generating Facility on such real property, throughout the Term.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants the following to Supplier as of the date of achievement for each Project Milestone and the beginning of each Contract Year, as applicable:

- 27.1 Organization; Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as is now being conducted. Buyer is duly qualified or licensed to do business as a corporation and is in good standing in each jurisdiction in which the property owned, leased, or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the

failure to be so duly qualified or licensed and in good standing would not have a Material Adverse Effect.

- 27.2 Authority Relative to this Agreement. Buyer has full corporate authority to execute, deliver, and perform this Agreement to which it is a Party and to consummate the transactions contemplated herein. Other than obtaining the Buyer's Required Regulatory Approvals as set out in Exhibit 9, no other proceedings or approvals on the part of Buyer are necessary to authorize this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Buyer enforceable in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of rights generally.
- 27.3 Consents and Approvals; No Violation. Other than obtaining the Buyer's Required Regulatory Approvals as set out in Exhibit 9, the execution, delivery, and performance of this Agreement by Buyer shall not (a) conflict with or result in any breach of any provision of the articles of organization (or other similar governing documents) of Buyer; (b) require any consent, approval, authorization, or permit of, or filing with or notification to, any Governmental Authority, except (i) where the failure to obtain such consent, approval, authorization, or permit, or to make such filing or notification, could not reasonably be expected to have a Material Adverse Effect or (ii) for those consents, authorizations, approvals, permits, filings, and notices which become applicable to Buyer as a result of specific regulatory status of Buyer (or any of its Affiliates) or as a result of any other facts that specifically relate to the business or activities in which Buyer (or any of its Affiliates) is or proposes to be engaged, which consents, approvals, authorizations, permits, filings, and notices have been obtained or made by Buyer; or (c) result in a default (or give rise to any right of termination, cancellation, or acceleration) under any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation to which Buyer or any of its subsidiaries is a party or by which any of their respective assets may be bound, except for such defaults (or rights of termination, cancellation, or acceleration) as to which requisite waivers or consents have been obtained.
- 27.4 Related Agreements. Buyer warrants that it has entered into or will enter into all necessary and material agreements related to Buyer's obligations under this Agreement.

**INSURANCE [Subject to review by Risk Manager for Novelution:
Novelution is willing to include usual and customary coverages and limits for
wind power projects of this size and type.]**

- 28.1 General Requirements. Supplier shall maintain at all times, at its own expense, general/commercial liability, worker's compensation, and other forms of insurance relating to its property, operations, and facilities in the manner and amounts set forth herein from the Effective Date of this Agreement. Supplier shall maintain coverage on all policies written on a "claims made" or "occurrence"

basis. If converted to an occurrence form policy, the new policy shall be endorsed to provide coverage back to a retroactive date acceptable to Buyer.

28.2 Qualified Insurers. Every contract of insurance providing the coverage required herein shall be with an insurer or eligible surplus lines insurer qualified to do business in the State of Michigan and with the equivalent, on a continuous basis, of a “Best Rating” of “A” or better and shall include provisions or endorsements:

28.2.1 Stating that such insurance is primary insurance with respect to the interest of Buyer and that any insurance maintained by Buyer is excess and not contributory insurance required hereunder;

28.2.2 Stating that no reduction, cancellation, or expiration of the policy shall be effective until ninety (90) calendar days from the date notice thereof is actually received by Buyer, provided that upon Supplier’s receipt of any notice of reduction, cancellation, or expiration, Supplier shall immediately provide notice thereof to Buyer; and

28.2.3 Naming Buyer as an additional insured on the general liability insurance policies of Supplier as its interests may appear with respect to this Agreement.

28.3 Certificates of Insurance. Within thirty (30) calendar days of the Effective Date, Supplier shall provide to Buyer, and shall continue to provide to Buyer within thirty (30) calendar days of each anniversary of the Effective Date until the expiration of this Agreement, upon any change in coverage, or at the request of Buyer not to exceed once each year, properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by Supplier under this Agreement. Certificates of insurance shall provide the following information:

28.3.1 The name of insurance company, policy number, and expiration date;

28.3.2 The coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of Supplier maintaining such policy; and

28.3.3 A statement indicating that Buyer shall receive at least ninety (90) calendar days prior notice of cancellation or expiration of a policy or of a reduction of liability limits with respect to a policy.

28.4 Certified Copies of Insurance Policies. At Buyer’s request, in addition to the foregoing certifications, Supplier shall deliver to Buyer a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company.

28.5 Inspection of Insurance Policies. Buyer shall have the right to inspect the original policies of insurance applicable to this Agreement at Supplier’s place of business during regular business hours.

- 28.6 Supplier's Minimum Insurance Requirements.
- 28.6.1 Worker's Compensation. Worker's compensation insurance in accordance with statutory requirements including employer's liability insurance with limits of not less than **[Redacted material in original]** per occurrence and endorsement providing insurance for obligations under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act where applicable.
- 28.6.2 General Liability. General liability insurance including bodily injury, property damage, products/completed operations, contractual and personal injury liability with a combined single limit of at **[Redacted material in original]** per occurrence and at **[Redacted material in original]** annual aggregate.
- 28.6.3 Automobile Liability. Automobile liability insurance including owned, non-owned, and hired automobiles with combined bodily injury and property damage limits of at **[Redacted material in original]** per occurrence and at **[Redacted material in original]** aggregate.
- 28.7 Failure to Comply. If Supplier fails to comply with the provisions of this Article 28, Supplier shall save harmless and indemnify Buyer from any direct and indirect loss and liability, including attorneys' fees and other costs of litigation, resulting from the injury or death of any person or damage to any property if Buyer would have been protected had Supplier complied with the requirements of this Article 28, in accordance with the indemnification provisions of Article 19.

CONFIDENTIALITY

- 29.1 Confidential Information. "Confidential Information" means information provided by one Party (the "Disclosing Party") to the other (the "Receiving Party") in connection with the negotiation or performance of this Agreement that is clearly labeled or designated by the Disclosing Party as "confidential" or "proprietary" or with words of like meaning or, if disclosed orally, clearly identified as confidential with that status confirmed promptly thereafter in writing, excluding, however, information described in Section 29.3.
- 29.2 Treatment of Confidential Information. The Receiving Party shall treat any Confidential Information with at least the same degree of care regarding its secrecy and confidentiality as the Receiving Party's similar information is treated within the Receiving Party's organization. The Receiving Party shall keep confidential and not disclose the Confidential Information of the Disclosing Party to third parties (except as stated hereinafter) nor use it for any purpose other than the performance under this Agreement, without the express prior written consent of the Disclosing Party. The Receiving Party further agrees that it shall restrict disclosure of Confidential Information as follows:
- 29.2.1 Disclosure shall be restricted solely to (a) its agents as may be necessary to enforce the terms of this Agreement; (b) its Affiliates, shareholders,

directors, officers, employees, advisors, lenders, and representatives as necessary; (c) any Governmental Authority in connection with seeking any required regulatory approval; (d) to the extent required by applicable Law, in the case of Buyer only, potential transferees of Energy or RECs obtained by Buyer; and (e) potential assignees of this Agreement (together with their agents, advisors, and representatives) as may be necessary in connection with any such assignment (which assignment or transfer shall be in compliance with Article 24), in each case after advising those agents of their obligations under this Article 29.

29.2.2 In the event that the Receiving Party is required by applicable Law to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or requirement to enable Disclosing Party to seek an appropriate protective order or other remedy and to consult with Disclosing Party with respect to Disclosing Party taking steps to resist or narrow the scope of such request or legal process. The Receiving Party agrees not to oppose any action by the Disclosing Party to obtain a protective order or other appropriate remedy. In the absence of such protective order, and provided that the Receiving Party is advised by its counsel that it is compelled to disclose the Confidential Information, the Receiving Party shall:

29.2.2.1 ~~29.2.2.1~~ Furnish only that portion of the Confidential Information which the Receiving Party is advised by counsel is legally required; and

29.2.2.2 ~~29.2.2.2~~ Use its commercially reasonable efforts, at the expense of the Disclosing Party, to ensure that all Confidential Information so disclosed will be accorded confidential treatment.

29.2.3 Section 29.2.2 shall only apply to information disclosed as contemplated by 29.2.1.

29.3 Excluded Information. Confidential Information shall be deemed not to include the following:

29.3.1 Information which is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this Article 29;

29.3.2 Information which was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party; and

29.3.3 Information which becomes available to the Receiving Party on a non-confidential basis from a Person other than the Disclosing Party or its representative who is not otherwise bound by a confidentiality agreement with Disclosing Party or its agent or is otherwise not under any obligation to Disclosing Party or its agent not to disclose such information to the

Receiving Party and the Receiving Party, exercising reasonable due diligence, should have known of such obligation.

- 29.4 Injunctive Relief Due to Breach. The Parties agree that remedies at Law may be inadequate to protect each other in the event of a breach of this Article 29, and the Receiving Party hereby in advance agrees that the Disclosing Party shall be entitled to seek, without proof of actual damages, temporary, preliminary, and permanent injunctive relief from any Governmental Authority restraining the Receiving Party from committing or continuing any breach of this Article 29.
- 29.5 Public Statements. The Parties shall consult with each other prior to issuing any public announcement, statement or other disclosure with respect to this Agreement or the transactions contemplated hereby and Supplier shall not issue any such public announcement, statement or other disclosure without having first received the written consent of Buyer, such consent not to be unreasonably withheld, except as may be required by Law. Notwithstanding the foregoing, Supplier acknowledges and agrees that Buyer may advertise, issue brochures or make other announcements, publications or releases regarding this Agreement and the Generating Facility for educational, promotional or informational purposes. Supplier shall reasonably cooperate with Buyer regarding such activities, including providing Buyer with reasonable access to the Generating Facility and authorizing the use of pictures of the Generating Facility for such activities. It shall not be deemed a violation of this Section 29.5 to file this Agreement with the MPSC or FERC for approval as required by applicable Law.

MISCELLANEOUS

- 30.1 Notices.
- 30.1.1 All notices hereunder shall, unless expressly specified otherwise, be in writing and shall be addressed, except as otherwise stated herein, to the Parties' Contract Representatives as set forth in Exhibit 4 or as modified from time to time by the receiving Party by notice to the other Party. Any changes to Exhibit 4 shall not constitute an amendment to this Agreement.
- 30.1.2 All notices or submittals required by this Agreement shall be sent either by hand-delivery, regular first class U.S. mail, registered or certified U.S. mail postage paid return receipt requested, overnight courier delivery, electronic mail, or facsimile transmission. Such notices or submittals will be effective upon receipt by the addressee, except that notices or submittals transmitted by electronic mail or facsimile transmission shall be deemed to have been validly and effectively given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 1600 EPT, and if transmitted after that time, on the following Business Day; provided, however, that if any notice or submittal is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

- 30.1.3 All oral notifications required under this Agreement shall be made to the receiving Party's Operating Representative and shall promptly be followed by notice as provided in the other provisions of this Section 30.1.
- 30.2 Integration. This Agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and superseding all prior agreements and representations, whether written or oral, by the Parties with respect to such subject matter.
- 30.3 Counterparts. This Agreement may be executed in two (2) counterparts, both of which shall be deemed an original and when taken together shall constitute one and the same instrument.
- 30.4 Interpretation. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include", "includes", and "including" in this Agreement shall not be limiting and shall be deemed in all instances to be followed by the phrase "without limitation". References to Articles and Sections herein are cross-references to Articles and Sections, respectively, in this Agreement. Unless otherwise stated and where the context requires, words, including capitalized terms, importing the singular will include the plural and vice versa.
- 30.5 Headings. The headings or section titles contained in this Agreement are inserted solely for convenience and do not constitute a part of this Agreement between the Parties, nor should they be used to aid in any manner in the construction of this Agreement.
- 30.6 Discontinued or Modified Index. If the Average Monthly Michigan Hub Firm Price discontinues publishing or substantially modifies any index utilized herein, then the index used herein will be modified to the most appropriate available index, with appropriate basis changes to take into account any changes in the location of measurement.
- 30.7 Severability. If any term, provision, or condition of this Agreement is held to be invalid, void, or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this Agreement and all remaining terms, provisions, and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in Good Faith to replace such invalid, void, or unenforceable provisions with valid and enforceable provisions which achieve the purpose intended by the Parties to the greatest extent permitted by law.
- 30.8 Waivers; Remedies Cumulative. No failure or delay on the part of a Party in exercising any of its rights under this Agreement or in insisting upon strict

performance of provisions of this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing or course of performance between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

- 30.9 Amendments. The Parties agree that if the Laws that govern this Agreement are amended or superseded such that a change in Law causes a Material Adverse Effect on either Party, the affected Party is entitled to provide written notice to the other requesting that the Parties convene and negotiate in Good Faith ways to amend this Agreement to mitigate the Material Adverse Effect. Otherwise, amendments to this Agreement shall be mutually agreed upon by the Parties, produced in writing, and shall be executed by an authorized representative of each Party. The Buyer may submit an amendment to the MPSC and FERC, as applicable, for filing, acceptance, or approval.
- 30.10 Time is of the Essence. Time is of the essence to this Agreement and in the performance of all of the covenants, obligations, and conditions hereof.
- 30.11 Choice of Law. This Agreement and the rights and obligations of the Parties shall be construed and governed by the Laws of the State of Michigan.
- 30.12 Further Assurances. The Parties hereto agree to execute and deliver promptly, at the expense of the Party requesting such action, any and all other and further instruments, documents, and information which a Party may request and which are reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 30.13 Forward Contract. The Parties acknowledge and agree that this Agreement is a contract (other than a Commodity Contract) for the purchase, sale, or transfer of a commodity or any similar good, article, service, right, or interest which is presently or in the future becomes the subject of dealing in the forward contract trade, or product or byproduct thereof, with a maturity date more than two calendar days after the date the contract is entered into. “Commodity Contract” means (a) with respect to a futures commission merchant, contract for the purchase or sale of a commodity for future delivery on, or subject to the rules of, a contract market or board of trade; (b) with respect to a foreign futures commission merchant, foreign future; (c) with respect to a leverage transaction merchant, leverage transaction; (d) with respect to a clearing organization, contract for the purchase or sale of a commodity for future delivery on, or subject to the rules of, a contract market or board of trade that is cleared by such clearing organization, or commodity option traded on, or subject to the rules of, a contract market or board of trade that is cleared by such clearing organization; or (e) with respect to a commodity options dealer, commodity option.

30.14 No Third-Party Beneficiaries. Except with respect to the rights of the Indemnified Party in Section 19.1 and Supplier's Lenders in Section 24.8, (a) nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability, or standard of care to any third-party; (b) no third-party shall have any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder; and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third-party as a third-party beneficiary to this Agreement or the services to be provided hereunder.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative on the date first stated above.

BUYER:

SUPPLIER:

THE DETROIT EDISON COMPANY
~~CORNERS~~NOVELUTION CARSONVILLE WIND FARM I, LLC

~~HERITAGE STONEY~~

By: _____
Name:
Title:

By: _____
Name: **Martin G. Lagina**
Title: **~~Manager~~**

EXHIBIT 1

DESCRIPTION OF GENERATING FACILITY

1. Name of Facility: ~~Heritage Stoney Corners~~Novelution Carsonville Wind Farm ~~I~~
 - (a) Location: In ~~or around Richland Township~~Sanilac County, Michigan
2. Owner: ~~Heritage Stoney Corners~~Novelution Carsonville Wind Farm ~~I~~,
LLC
3. Operator: TBD
4. Equipment: Wind Turbines
 - (a) Type of Facility: Wind Generation
 - (b) Capacity
Total nominal nameplate capacity: ~~14~~[30] MW
Total nominal net capacity: ~~14~~[30] MW

EXHIBIT 2A

PRODUCT RATE

The Product Rate for the Term shall be: ~~\$116 per MWh~~, 116.00 per MWh, pro-rated as 11.6 cents per kilowatt-hour; provided, however, that commencing with and continuing after January 1, 2011, the Product Rate shall be adjusted effective as of each January 1 by the Inflation Adjustment Factor for cumulative changes in inflation from December 2009.

EXHIBIT 2B

MONTHLY ENERGY INVOICE DETAIL

Supplier Letterhead

[Subject to further consideration: whether Shortfall and related obligations will be relevant]

Generating Facility:

Date:

Generating Facility ID:

Invoice:

Number:

Billing:

Period:

CURRENT MONTHLY BILLING DATA

INPUT

Total Adjusted Supply Amount	MWh	Pricing	\$/MWh
Monthly Supply Off- + Peak Amount		Product Rate	
+ Monthly Planned On- - Peak Outages			
- Planned Outages		Average Monthly [_____] Non-Firm Price	
- Force Majeure		Daily Off-Peak [_____] Non-Firm Index	
Buyer Declared		Avg Monthly Buyer Inc Cost of Generation	
- Emergencies			
Total Adjusted Supply Amount			
Shortfall Trigger		Shortfall	
		Shortfall Amount	
Delivered Amount			
Max Off-Peak			
Max On-Peak			
Product			
Total Delivered			

CURRENT MONTHLY BILLING CALCULATIONS

Product
Shortfall Triggered
Replacement Cost

CURRENT MONTHLY INVOICE
CALCULATION

Product Payments	Rates/MWh	Amounts
+ Product Rate		
+		
+		
Shortfall Replacement Cost		
- Total Product Payment		
Total Product Payment		

TOTAL AMOUNT DUE:

PAYMENT DUE NO LATER
THAN:

EXHIBIT 2C

REC REPLACEMENT INVOICE

Buyer Letterhead

[Subject to further consideration: whether Shortfall and related obligations will be relevant]

Generating Facility:

Generating Facility ID:

Date:
Invoice:
Number:
Contract:
Year:
Payment:
Due Date:

GROSS METERED DATA

	Hour s	Yearly REC Amount (MWh)
Contract Year Data		
Gross Generation Metered Data		
Yearly REC Amount		
Less Excused Adjustments:		
Force Majeure		
Buyer Declared		
Emergencies		
Yearly Adjusted REC Shortfall		

REC REPLACEMENT
CALCULATION

REC Replacement Cost
Yearly Adjusted REC
Shortfall
TOTAL REPLACEMENT
COSTS

EXHIBIT 2D

ENERGY REPLACEMENT INVOICE

Letterhead

[Subject to further consideration: whether Shortfall and related obligations will be relevant]

Generating Facility:

Generating Facility ID:

Date:
Invoice:
Number:
Contract:
Year:
Payment:
Due Date:

SHORTFALL CALCULATION

Contract Year Data MWh
Delivered Energy
Adjusted Delivered Energy

Supply Amount
Excused Adjustments:
 Planned Outages
 Force Majeure
 Buyer Declared Emergencies
Total Adjusted Supply Amount

Shortfall Triggered

Total Replacement Shortfall Amount

PRICING CALCULATION

Product Rate \$/MWh
Average Monthly [_____] Non-
Firm Price

Replacement Cost

ENERGY REPLACEMENT COST
CALCULATION

Energy Replacement Cost
Energy Shortfall
TOTAL REPLACEMENT COSTS

*The Energy Replacement Invoice is the first component of Exhibit 2D. Please see the following page for the second component.

EXHIBIT 3

STANDBY SERVICE TARIFF

Standby Services to be provided by ~~Wolverine Power Cooperative~~ [The Detroit Edison Company](#).

EXHIBIT 4

NOTICES, BILLING AND PAYMENT INSTRUCTIONS

Supplier:

~~— [Supplier Name]~~

Novelution Carsonville Wind Farm LLC

Contact	Mailing Address	Phone	Email
---------	-----------------	-------	-------

Contract

Representative:

Name and/or Title:	[Mailing & Physical Address if different]		
--------------------	--	--	--

Operating
Representative:

Name and/or Title	[Mailing & Physical Address if different]		
-------------------	--	--	--

Operating
Notifications:

Pre-scheduling
Real-Time
Monthly Checkout

Invoices:

Name and/or Title	[Mailing & Physical Address if different]		
-------------------	--	--	--

PAYMENT INSTRUCTIONS

Payment Check:

Name and/or
Title/Department
Address [inc.
Mail/Suite #s]
City, ST & Zip

OR

Payment Wire Transfer:

Bank Name
Bank Address

Bank City, ST & Zip

Account Name [usually Supplier Name/reference]
ABA
Account Number

Buyer:

The Detroit Edison Company

<u>Contact</u>	<u>Mailing Address</u>	Address:
Contract Representative Manager, Contract Administration		Mailing
	Physical Delivery Address:	Physical
		Phone: E-mail:

Operating Representatives

Scheduling

Short-term Analysis

Generation Dispatch

Address:

Emergencies (including Force Majeure)

Grid Reliability

Transmission

Short-term Analysis

Metering

Phone:
E-mail:
Fax:

Invoices

Renewables Contracts Accountant

Fax:

CC all invoices to

Phone:
E-mail:

EXHIBIT 5

**ONE-LINE DIAGRAM OF GENERATING FACILITY
AND
INTERCONNECTION FACILITIES**

See attached one-line diagram of the Generating Facility, which indicates the Interconnection Facilities, the Delivery Point, ownership and the location of Meters, which location shall be reasonably satisfactory to Buyer. In accordance with Section 10.1, within thirty (30) calendar days after it executes or amends the ~~IOA~~[IA](#), Supplier shall provide an update to Exhibit 5.

EXHIBIT 6**PROJECT MILESTONE SCHEDULE**

All time periods are in months after the MPSC Approval Date. As stated below for convenience of drafting after MPSC approval will be shown as “AD.” Any other timing is as otherwise described in specific items below. Buyer will update this Exhibit with actual dates after MPSC approval is received.

All milestones may be completed earlier than stated times, at the sole option of Supplier.

- A) Project Milestone: Supplier shall have executed the ~~IOAIA~~.

Completion Date: completed as of Effective Date

Documentation: Supplier shall provide Buyer with a fully executed copy of the ~~IOAIA~~.

- B) Project Milestone: Supplier shall have ~~provided a copy of~~entered into the Wind Turbine Supply Agreement and shall have provided the Buyer with a summary of its non-proprietary commercial terms reasonably pertaining to Supplier’s ability to meet its obligations under this Agreement, including a certification signed by an officer of Supplier attesting to the accuracy of the summary, and a copy of the signature page showing that the agreement has been fully executed.

Completion Date: ~~one month~~[four] months AD

Documentation: Supplier shall provide Buyer with ~~a fully executed redacted copy of the Wind Turbine Supply Agreement~~the summary, certification and signature page described above.

- C) Project Milestone: Supplier shall obtain all permits, licenses, easements and approvals to construct and operate the Generating Facility.

Completion Date: ~~two~~[four] months AD.

Documentation: Supplier shall provide Buyer with written documentation and decisions from the appropriate agencies indicating hearings, if any, during which approvals were granted and final written decisions, if any, from those agencies where the approval was ~~made~~.

- ~~D) Project Milestone: Supplier shall demonstrate to Buyer that it has closed on financing for the engineering, procurement and construction of the Generating Facility.~~

~~Completion Date: one month AD~~Documentation: ~~Supplier shall provide Buyer with written documentation demonstrating that Supplier has closed on financing for the engineering, procurement and construction of the Generating Facility~~granted.

D) E) Project Milestone: Notice to proceed has been issued to the construction contractor under the turnkey engineering, procurement and construction contract (the “EPC Contract”) for the Generating Facility and construction of the Generating Facility has commenced.

Completion Date: ~~one month~~[four] months AD

Documentation: Supplier shall provide Buyer a copy of the executed Notice to Proceed acknowledged by the construction contractor and documentation from qualified professionals which indicates that physical work has begun on-site regarding the construction of the Generating Facility.

~~F) Project Milestone: Supplier’s major equipment shall be delivered to Generating Facility’s construction site.~~

~~Completion Date: five months after Notice to Proceed has been issued to the construction contractor under the EPC Contract.~~

~~Documentation: Supplier shall provide Buyer with documentation, including a bill(s) of lading that the major equipment has been delivered to the Generating Facility’s construction site.~~

E) G) Project Milestone: Supplier shall qualify as a QF or such similar status under applicable Law.

Completion Date: No later than thirty (30) calendar days prior to the Planned Operation Date.

Documentation: Supplier shall provide Buyer with documentation that it has filed for and obtained EWG, QF or such similar status under applicable Law ~~and shall remain a QF or such similar status for the entire Term of this Agreement.~~ [Note: Milestones are not appropriate for ongoing obligations.]

F) H) Project Milestone: The Generating Facility achieves the Operation Date.

Completion Date: ~~eight~~[seven] months AD

Documentation: Buyer’s Meters shall record Energy being delivered from the Generating Facility to Buyer and the Generating Facility provides written notice to Buyer that the Generating Facility satisfies the definition of Operation Date in the Agreement

~~I) Project Milestone: Supplier shall have installed seven Wind Turbines with a total installed capacity nameplate rating stated in Exhibit I.~~

~~Completion Date: seven months AD~~

~~Documentation: Supplier provides written notice to Buyer that the Generating Facility is comprised of a total of seven or more Wind Turbines, all of which are fully~~

~~installed and operational at the Generating Facility site, and further satisfies the definition of the Generating Facility in the Agreement.~~

G) ~~H)~~ Project Milestone: The Generating Facility achieves the Commercial Operation Date.

Completion Date: ~~eight~~nine months AD

Documentation: Supplier provides written notice to Buyer that the Generating Facility satisfies the definition of the Commercial Operation Date in the Agreement.

EXHIBIT 7
PERFORMANCE TESTS

EXHIBIT 8

[RESERVED]

EXHIBIT 9

BUYER'S REQUIRED REGULATORY APPROVALS

1. MPSC approval of this Agreement
2. [\[MISO Acceptance?\]](#)
3. [\[NERC Acceptance?\]](#)

EXHIBIT 10

SUPPLIER'S REQUIRED REGULATORY APPROVALS

1. Renewable Energy System certification.
2. MPSC approval of this Agreement.
3. ~~MISO interconnect.~~ [FERC authorization under Section 205 of the Federal Power Act](#)
4. [QF certification and / or acceptance of EWG certification](#)

EXHIBIT 11

SUPPLIER'S REQUIRED PERMITS FOR CONSTRUCTION AND OPERATION

Permit	Agency
Tall Tower Permits	Federal Aviation Administration and Michigan Department of Transportation
Building Permits	Missaukee Sanilac County

EXHIBIT 12

SUPPLIER'S REQUIRED AGREEMENTS

1. This Agreement
2. The ~~IOAIA~~
3. ~~Private Lease Agreement~~Real Estate Use Agreements
4. EPC Contract
5. Operations and Maintenance Agreement
6. Wind Turbine Supply Agreement

EXHIBIT 13

SUPPLY AMOUNT

[Subject to further consideration: whether Supply Amounts, shortfall and other related concepts will be relevant.]

The Supply Amount shall be the Energy amounts as specified in the attached table below.

The Maximum Annual Amount shall be the maximum Energy amounts that Buyer must take per Contract Year.

<u>Amount Supply Amounts</u> <u>Period</u>	<u>Supply Amount</u> <u>in MWh</u>	<u>Maximum</u> <u>Annual Amount</u> <u>in MWh</u>
Contract Year 1 (pro rata if not January 1-COD rated for periods longer or shorter than 365 days)	[Redacted in <u>Original</u>]	[Redacted in <u>Original</u>]
Remaining Contract Years	[Redacted in <u>Original</u>]	[Redacted in <u>Original</u>]

EXHIBIT 14

[RESERVED]

EXHIBIT 15

OPERATION AND MAINTENANCE AGREEMENT;
OPERATOR GOOD STANDING CERTIFICATE

In accordance with Section 10.7, Supplier shall provide Exhibit 15 no later than ninety (90) calendar days prior to the Commercial Operation Date.

EXHIBIT 16

GROUND LEASE; RIGHTS-OF-WAY

In accordance with Section 10.8, Supplier shall provide Exhibit 16 no later than ~~sixtyten~~ (6010) calendar days prior to commencement of on-site development activities for the Generating Facility.

EXHIBIT 17

[RESERVED]

EXHIBIT 18

YEARLY REC AMOUNT

CONTRACT YEARS

[Subject to further consideration; whether Supply Amounts, shortfall and other related concepts will be relevant.]

Years	REC Amount
Contract Year 1 (pro rata if not January 1 COD)	[Redacted <u>in Original</u>]
Remaining Contract Years	[Redacted <u>in Original</u>]

EXHIBIT 19

GUARANTEED MECHANICAL AVAILABILITY

[Subject to further consideration; whether GMA / MAG adds anything of value to the GUP covenant and Event of Default and whether more direct alternatives may be acceptable to the Parties]

Supplier guarantees that (a) the Generating Facility shall achieve a mechanical availability guaranty (as defined below and hereinafter referred to as the “Mechanical Availability Guaranty”) of **[Redacted in Original]** the prior two (2) year period for **[Redacted in Original]** after the Generating Facility achieves Commercial Operation and (b) the Generating Facility shall achieve a Mechanical Availability Guaranty of **[Redacted in Original]** the prior two (2) year period for each Contract Year following **[Redacted in Original]** the Generating Facility achieves Commercial Operation throughout the remainder of the Term. In the event that for any Contract Year the Mechanical Availability Guaranty is less than the guaranteed level as set forth above, Supplier shall have the next Contract Year to cure the deficiency. In the event that for such next Contract Year the Mechanical Availability Guaranty remains below the guaranteed level, Supplier shall have six months from the end of such Contract Year to cure the deficiency. After the end of the foregoing six months, the Generating Facility shall enter a six-month test period during which Buyer may take reasonable steps to confirm that the Generating Facility meets the Mechanical Availability Guaranty. If after the six-month test period Buyer reasonably determines that the Generating Facility fails to meet the Mechanical Availability Guaranty, such occurrence shall be an Event of Default under this Agreement.

The term “Mechanical Availability Guaranty” shall be calculated, for any rolling two year period and for all Wind turbines, as a percentage, in accordance with the following formula:

$$\text{Mechanical Availability Percentage} = 100 \times \frac{\text{total Operating Hours during the average of the two year period for all Wind Turbines}}{\text{total Base Hours during the average of the two year period for all Wind Turbines}}$$

where:

“Base Hours” means, for each Wind Turbine, the total number of hours in the period less any hours during such period that such Wind Turbine is not operational as a result of a Planned Outage approved by Buyer or an event of Force Majeure; and

“Operating Hours” means, for each Wind Turbine, the total number of hours in the period that such Wind Turbine is physically capable of producing Energy.

As an example, assume that:

- (a) the Generating Facility consists of one hundred (100) Wind Turbines,
- (b) the total Operating Hours during the first and second Contract Years for all one hundred (100) Wind Turbines was 1,620,000,
- (c) there were 36,000 hours during the first and second Contract Years that the Wind Turbines were not operational as a result of a Planned Outage approved by Buyer,
- (d) there were not any hours during the first and second Contract Years that the Wind Turbines were not operational as a result of an event of Force Majeure, and
- (e) the total number of hours during the first and second Contract Years was 17,520, then the Mechanical Availability Guaranty for the third Contract Year would be as follows

:

$$\begin{array}{l} \text{Mechanical} \\ \text{Availability} \\ \text{Percentage} \end{array} = 100 \times \frac{1,620,000}{(17,520 \times 100 - 36,000)}$$

$$\begin{array}{l} \text{Mechanical} \\ \text{Availability} \\ \text{Percentage} \end{array} = 100 \times \frac{1,620,000}{1,716,100}$$

$$\begin{array}{l} \text{Mechanical} \\ \text{Availability} \\ \text{Percentage} \end{array} = 100 \times .9440$$

$$\begin{array}{l} \text{Mechanical} \\ \text{Availability} \\ \text{Percentage} \end{array} = 94\%$$

Document comparison done by Workshare DeltaView on Wednesday, August 12, 2009
2:51:02 PM

Input:	
Document 1	PowerDocs://DOCSNY/375553/1
Document 2	PowerDocs://DOCSNY/375357/3
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	379
Deletions	394
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	779

Exhibit E

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Begin forwarded message:

From: Thomas Laviolette <laviolette.tom@novelutionwind.com>
Date: September 7, 2009 5:39:07 PM EDT
To: Charles Conlen <conlenc@dteenergy.com>
Cc: Bernays Barclay <BarclayB@dicksteinshapiro.com>
Bcc: team@novelutionwind.com
Subject: Contact with Bernays Barclay

Dear Chuck:

We are disappointed that neither we nor our counsel Mr. Barclay have heard from Detroit Edison's regulatory attorney yet about the PURPA matters we discussed. I would appreciate it if you would arrange that as you promised to do more than two weeks ago. If this is not something you can do, just let me know, as Mr. Barclay is perfectly capable of making the telephone calls on his own, and we are quite anxious for him to have a conversation on an informal basis. He also wants to contact the legal staff of the MPSC to confirm some of his legal analysis, but wanted to speak with your lawyer first if that were possible.

Chuck, although we are certainly looking seriously at the possibility of participating in some regard to the Detroit Edison RFP, our offer to sell power to Detroit Edison from a PURPA Qualifying Facility on our site remains outstanding. Although we understand you to have rejected our offer outright and instructed us to pursue the RFP, nevertheless based on advice of counsel, our position remains that Detroit Edison should negotiate our offer with us in good faith notwithstanding the RFP. We respectfully request that you at least have your counsel engage informally with ours in an effort to resolve our differences.

I look forward to hearing from you on this

Sincerely,

Dr. Thomas Laviolette, CMfgE
President
Novelution Wind LLC
857-453-9943
laviolette.tom@novelutionwind.com

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Exhibit F

Sincerely,

Jon Christinidis

▼ Thomas Laviolette <laviolette.tom@novelutionwind.com>

Thomas Laviolette
<laviolette.tom@novelutionwind.com>

11/17/2009 08:41 PM

To: Jon P Christinidis
<christinidisj@dteenergy.com>
cc: Buz Barclay
<BarclayB@dicksteinshapiro.com>
Subject: Letter to Christinidis

Dear Mr. Christinidis:

On November 15, 2009, our counsel advised you by electronic mail that Carsonville Wind LLC wishes to enter into immediate discussions for a long-term contract to sell energy and capacity to DTE Energy from the wind powered qualifying small power production facility we are developing in Sanilac County, Michigan. I have attached that correspondence below for your reference.

In that regard, I respectfully request that you or another authorized business person from DTE Energy contact me at your earliest opportunity to establish a timetable for negotiating such a contract on an expedited basis.

I originally contacted Mr. Charles Conlen for this purpose, and I attach that correspondence below as well. Mr. Conlen has directed me to you for an appropriate response. I look forward to receiving one.

Sincerely,

Dr. Thomas Laviolette, CMfgE
President
Novelution Wind LLC
857-453-9943
laviolette.tom@novelutionwind.com

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11/23/2009

you have received this communication in error, please notify us immediately by e-mail and delete the original message. Thank you.

From: Charles L Conlen [<mailto:conlenc@dteenergy.com>]
Sent: Tuesday, November 17, 2009 8:05 PM
To: Thomas Laviolette
Cc: Jon P Christinidis; Lehfeldt, Richard; Barclay, Bernays
Subject: Re: Fwd: Novelution: Draft E-Mail to Conlen

Dr. Laviolette,

I would not be the correct individual at Detroit Edison for such discussions. Please direct all such inquiries and requests to Mr. Christinides so that he may best determine the appropriate response.

Regards,
Chuck

Charles Conlen
Director
DTE Energy
2000 2nd Ave., Detroit, MI 48226-1279
O (Detroit): 313-235-3336
O (Ann Arbor): 734-887-4206
C: 734-276-5242

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From: Thomas Laviolette [laviolette.tom@novelutionwind.com]
Sent: 11/17/2009 06:59 PM EST
To: Charles Conlen
Cc: Jon Christinidis; Richard Lehfeldt <LehfeldtR@dicksteinshapiro.com>; Buz Barclay <BarclayB@dicksteinshapiro.com>
Subject: Fwd: Novelution: Draft E-Mail to Conlen

Dear Chuck:

Several days ago, our counsel advised Mr. John Christinidis of DTE's legal department by electronic mail that Carsonville Wind LLC wishes to enter into immediate discussions for a long-term contract to sell energy and capacity to DTE from the wind powered qualifying small power production facility we are developing in Sanilac County, Michigan. I have attached that correspondence below for your reference.

In that regard, I respectfully request that you contact me at your earliest convenience to establish a timetable for negotiating such a contract on an expedited basis.

Sincerely,

Dr. Thomas Laviolette, CMfgE

President

Novelution Wind LLC

857-453-9943

laviolette.tom@novelutionwind.com

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From: Lehfeltdt, Richard

Sent: Sunday, November 15, 2009 9:37 AM

To: 'christinidisj@dteenergy.com'

Subject: Novelution Wind: Notice of Filing of FERC Form 556 and Request to Commence Negotiations

Dear Mr. Christinidis:

I am the legal counsel to Carsonville Wind, LLC ("Carsonville"), which is owned by Novelution Wind, LLC and Global Wind Energy USA, LLC. As evidenced by the attached FERC Form 556, which was filed on November 13, 2009 and which you should already have received, the Carsonville project is a 19.5 MW, wind-powered qualifying small power production facility pursuant to the Public Utility Regulatory Policies Act of 1978 and regulations thereunder (PURPA), and as such is eligible for all benefits available to such facilities under PURPA and Standard Contract Rider No. 6 to your own tariff.

This letter will serve as notice that Carsonville wishes immediately to

commence discussions with your client with the objective of negotiating a long-term agreement for the sale of capacity and energy from its facility, as is provided under your tariff.

As you are aware, Mr. Charles Conlen, Detroit Edison's Director of Renewable Energy Development, has been advising my client since August 18, 2009 that Detroit Edison will not negotiate with Carsonville unless Carsonville first participates in Detroit Edison's pending RFP and is a successful bidder in that RFP. While Carsonville is of course at liberty to participate in RFPs promulgated by Detroit Edison and others, we ask that you advise your client that participation in such RFPs is not a condition precedent to commencing the bilateral contract negotiations that we are hereby demanding.

As was the case in August when Carsonville originally made its offer to Detroit Edison, Carsonville still does not know what amount of capacity it would be able to make available to Detroit Edison under such a contract, in part because Detroit Edison has refused for nearly three months to negotiate either terms or price, and in part because Detroit Edison has refused to commence work on an interconnection study for which Carsonville applied on August 4, 2009, or even to enter into an interconnection study agreement, which study would provide information concerning system impacts of the project, if any. We therefore also reiterate our request that Detroit Edison proceed with the interconnection study concurrently with the negotiating process we are formally demanding in this letter.

My client looks forward to proceeding with these discussions as soon as possible, particularly in light of the State's legislative policy of encouraging the in-state development of new renewable power resources. To that end, my client will be contacting Detroit Edison by Tuesday November 17, 2009 to establish a timetable for negotiating the underlying agreements.

Best regards,
Richard Lehfeldt
Dickstein Shapiro LLP
(202) 420-2215

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Exhibit G

Wellner, Steven

From: Lehfeldt, Richard
Sent: Sunday, November 15, 2009 9:37 AM
To: 'christinidisj@dteenergy.com'
Subject: Novelution Wind: Notice of Filing of FERC Form 556 and Request to Commence Negotiations
Attachments: Submission Status.pdf; ATT2129575.htm

Dear Mr. Christinidis:

I am the legal counsel to Carsonville Wind, LLC ("Carsonville"), which is owned by Novelution Wind, LLC and Global Wind Energy USA, LLC. As evidenced by the attached FERC Form 556, which was filed on November 13, 2009 and which you should already have received, the Carsonville project is a 19.5 MW, wind-powered qualifying small power production facility pursuant to the Public Utility Regulatory Policies Act of 1978 and regulations thereunder ("PURPA"), and as such is eligible for all benefits available to such facilities under PURPA and Standard Contract Rider No. 6 to your own tariff.

This letter will serve as notice that Carsonville wishes immediately to commence discussions with your client with the objective of negotiating a long-term agreement for the sale of capacity and energy from its facility, as is provided under your tariff.

As you are aware, Mr. Charles Conlen, Detroit Edison's Director of Renewable Energy Development, has been advising my client since August 18, 2009 that Detroit Edison will not negotiate with Carsonville unless Carsonville first participates in Detroit Edison's pending RFP and is a successful bidder in that RFP. While Carsonville is of course at liberty to participate in RFPs promulgated by Detroit Edison and others, we ask that you advise your client that participation in such RFPs is not a condition precedent to commencing the bilateral contract negotiations that we are hereby demanding.

As was the case in August when Carsonville originally made its offer to Detroit Edison, Carsonville still does not know what amount of capacity it would be able to make available to Detroit Edison under such a contract, in part because Detroit Edison has refused for nearly three months to negotiate either terms or price, and in part because Detroit Edison has refused to commence work on an interconnection study for which Carsonville applied on August 4, 2009, or even to enter into an interconnection study agreement, which study would provide information concerning system impacts of the project, if any. We therefore also reiterate our request that Detroit Edison proceed with the interconnection study concurrently with the negotiating process we

11/23/2009

are formally demanding in this letter.

My client looks forward to proceeding with these discussions as soon as possible, particularly in light of the State's legislative policy of encouraging the in-state development of new renewable power resources. To that end, my client will be contacting Detroit Edison by Tuesday November 17, 2009 to establish a timetable for negotiating the underlying agreements.

Best regards,

Richard Lehfeldt
Dickstein Shapiro LLP
(202) 420-2215