CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large

AVAILABILITY

To customers owning generating systems, with an aggregate rating in excess of 150 kW, who desire to sell electric energy to the Company. For the purposes of this schedule, "customer" is defined as the person or corporate entity who desires to sell electric energy to the Company. Customers are not required to take electric service deliveries from the Company. This rate schedule is closed to new accounts and to new customers. The Company may deny availability of this rate if the Company finds that the customer causes fluctuations on the distribution system so as to impair general reliability of service.

HOURS OF SERVICE: Twenty-four.

CHARACTER OF SERVICE

Alternating current, 60 Hertz, single-phase (with Company approval) or three-phase at any Company standard voltage available at the customer-owned generating system site.

RATE

Fixed Charge: Non-demand metered customers \$0.04110 per day Demand metered customers \$0.11507 per day

Payment per kWh	Less than 601 Volts	<u>601 Volts to <69kV</u>	69kV and above
During on-peak period (a)	\$0.04220	\$0.04392	\$0.04447
During off-peak period (b)	\$0.02754	\$0.02866	\$0.02902

(a) The on-peak period payment will apply to those kWh delivered to the Company during the time period specified in the customer's time-of-use rate schedule that corresponds to the customer's class of service applicable when the customer buys from the Company.

The on-peaks periods occur Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(b) The off-peak period payment will apply to those kWh delivered to the Company during all hours other than on-peak hours.

Customers not served on a time-of-use rate schedule or not purchasing energy from the Company will be assigned a peak period of 9am to 9pm.

MINIMUM CHARGE: The monthly minimum charge is the *fixed* charge.

CONDITIONS OF PURCHASE

- 1. A customer operating electric generating equipment shall not connect it in parallel with the Company's electric system unless the customer has entered into a standard Distributed Generation Interconnection Agreement with the Company and the customer has provided, at customer's expense, protective and synchronizing equipment satisfactory to the Company.
- 2. The customer must comply with the various applicable national, state and local electrical codes, rules and regulations; the electric service rules and regulations of the Company; and the requirements of the Michigan Public Service Commission Electric Interconnection Standards R 460.481 through R 460.489. The Company may request proof of such compliance prior to initiation of service. Proof of such compliance consists of a municipal inspection certificate, or in locations where there is not municipal inspection, an affidavit furnished by the contractor or other person doing the work.

(Continued on Sheet No. D-59.00)

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CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large (Continued from Sheet No. D-58.00)

CONDITIONS OF PURCHASE (Cont.):

- 3. The customer shall operate its electric generating equipment in such a manner so as not to unduly affect the Company's voltage waveform. The Company, at its sole discretion, will determine whether the customer's generating equipment satisfies this criteria.
- 4. The customer shall permit the Company, at any time as it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the customer's equipment. The customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.
- 5. The customer shall permit Company employees to enter upon the customer's property at any reasonable time for the purpose of inspecting and/or testing the customer's equipment, facilities or apparatus to ensure their continued safe operation and the accuracy of the Company's metering equipment but such inspections shall not relieve the customer from its obligation to maintain the facilities in satisfactory operating condition.
- 6. Each of the parties shall indemnify and hold harmless the other party against any and all liability for injuries or damages to person or property caused, without the negligence of such other party, by the operation and maintenance by the parties of their respective electric equipment, lines and other facilities.
- 7. The customer may simultaneously purchase energy from and sell energy to the Company.
- 8. The customer is obligated to pay all costs to interconnect its generation facility to the Company's electric system. Interconnection costs include, but are not limited to, those specified in the Michigan Public Service Commission Electric Interconnection Standards, as well as transformer costs, line extension and upgrade costs, metering costs and the cost of a second meter if an additional meter is required.
- 9. A customer whose aggregate electric generating capacity is rated above 150 kW has the option of negotiating a facility-specific buy-back rate designed to meet the customer's needs and operating characteristics. The Company will respond to the customer's proposal for a negotiated rate within 30 days of receipt of such a proposal. If the Company is unable to respond to the customer's proposal within 30 days, the Company shall inform the customer of (a) specific information needed to evaluate the customer's proposal, (b) the precise difficulty encountered in evaluating the customer's proposal, and (c) the estimated date that the Company will respond. If the Company rejects the customer's proposal it will make a counter offer relating to the specific subject matter of the customer's proposal.
- 10. In order for a customer to sell energy to the Company, a Surplus Energy Agreement between the customer and the Company is required.
- 11. The customer has the right to appeal to the Public Service Commission if it believes the contract for customer generating systems is unreasonable.
- 12. Customers who wish to operate electric generation equipment in parallel with the Company's electric system, and are using the bulk of the energy produced for their own purposes, but who do not wish to be placed on this or any other purchase tariff, nonetheless shall abide by these Conditions of Purchase with the exception of Conditions of Purchase (7) and (9). In the case where the Company takes action to prevent the existing Company metering facilities from recording any flow of energy from the customer's generation facilities into the Company's electric system, the customer will receive no payment for any energy fed back into the Company's system.

(Continued on Sheet No. D-60.00)

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CUSTOMER GENERATING SYSTEMS OVER 150 kW RATE CGS Large (Continued from Sheet No. D-59.00)

CONDITIONS OF PURCHASE (Cont.):

- 13. The customer may contract for supplementary, standby and maintenance electric service from the Company under the rate schedule corresponding to the customer's class of service. General primary and general secondary customers who contract for supplementary, standby and maintenance electric service will be served under the auxiliary service provisions of their respective Conditions of Delivery.
- 14. For billing periods during which no energy was sold to the Company by a customer on Rate Schedule CGS1 and the customer's bill would reflect only the facilities charge, the billing of such charge may be deferred until the next billing period during which energy is sold. If six consecutive billing periods pass during which no energy is sold to the Company by the customer on Rate Schedule CGS1, or if such customer terminates service under this rate schedule, the Company may bill the customer for the deferred facilities charges.
- 15. Under MCL 460.1183 and MCL 460.6a(14), any customer participating in a net metering program may continue under their current tariff for 10 years from original participation date or may opt to receive service under the Distributed Generation Program DG-1.

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