

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)	
CONSUMERS ENERGY COMPANY)	
for approval of a settlement agreement)	Case No. U-20615
to resolve rights and obligations under the)	
Public Utility Regulatory Policies Act of 1978.)	
_____)	
)	
In the matter of the complaint of sPOWER)	
DEVELOPMENT COMPANY, LLC against)	
CONSUMERS ENERGY COMPANY for violations)	Case No. U-20500
of the Public Utility Regulatory Policies Act)	
of 1978 and related Commission orders.)	
_____)	
)	
In the matter of the joint complaint of)	
the CYPRESS CREEK QFS against)	
CONSUMERS ENERGY COMPANY)	Case No. U-20516
for unjust, unreasonable and improper)	
practices under federal and state law.)	
_____)	
)	
In the matter of the complaint of)	
BOBOLINK SOLAR, LLC; CORMORANT SOLAR,)	
LLC; CROSSBILL SOLAR, LLC; FLYCATCHER)	Case No. U-20558
SOLAR, LLC; KINGFISHER SOLAR, LLC; OE)	
LONGSPUR SOLAR, LLC; OE MEADOWLARK)	
SOLAR, LLC; OE MERLIN SOLAR, LLC;)	
ORIOLE SOLAR LLC; SANDPIPER SOLAR,)	
LLC; SHEARWATER SOLAR, LLC; SISKIN)	
SOLAR, LLC; TANAGER SOLAR, LLC;)	
TOWHEE SOLAR, LLC; TURNSTONE SOLAR,)	
LLC; VIOLETEAR SOLAR, LLC; VIREO SOLAR,)	
LLC; WAXWING SOLAR, LLC; and)	
WHIMBREL SOLAR, LLC against)	
CONSUMERS ENERGY COMPANY concerning)	
violations of the Public Utility Regulatory)	
Policies Act of 1978, MCL 460.6v, and)	
related Commission orders.)	
_____)	

In the matter of the complaint of **BINGHAM
SOLAR, LLC; BURLINGTON SOLAR, LLC;
WHITE PINE SOLAR, LLC; TEMPERANCE
SOLAR, LLC; and GENESEE SOLAR, LLC**
against **CONSUMERS ENERGY COMPANY**
concerning violations of the Public Utility
Regulatory Policies Act of 1978, MCL 460.6v,
and related Commission orders.

Case No. U-20565

In the matter of the complaint of **ARGENTINE
SOLAR, LLC; BURR OAK SOLAR, LLC; BURTON
SOLAR, LLC; DAVISON SOLAR, LLC; DIXIE
HIGHWAY SOLAR, LLC; FIFE SOLAR, LLC;
FIFTEEN MILE ROAD SOLAR, LLC; FRUITPORT
SOLAR, LLC; IONIA SOLAR, LLC; IRISH ROAD
SOLAR, LLC; KING ROAD SOLAR, LLC; KNOX
SOLAR, LLC; LONG ROAD SOLAR, LLC; ONION
CREEK SOLAR, LLC; PEWAMO SOLAR, LLC;
VERMONTVILLE SOLAR, LLC; and WHITE STAR
SOLAR, LLC** against **CONSUMERS ENERGY
COMPANY** concerning violations of the Public
Utility Regulatory Policies Act of 1978, MCL 460.6v,
and related Commission orders.

Case No. U-20575

At the September 11, 2019 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Sally A. Talberg, Chairman
Hon. Daniel C. Scripps, Commissioner
Hon. Tremaine L. Phillips, Commissioner

ORDER APPROVING SETTLEMENT AGREEMENT

On August 8, 2019, Consumers Energy Company (Consumers) filed an application for *ex parte* approval of a settlement agreement that broadly resolves the rights and obligations

pursuant to the Public Utility Regulatory Policies Act of 1978, PL 95-617; 92 Stat 3117 (PURPA), between Consumers and the qualifying facility (QF) signatories to the settlement agreement. The Commission Staff is also a signatory to the settlement agreement.

Background

PURPA requires electric utilities to purchase electric energy from QFs at the electric utility's avoided cost. 16 USC 824a-3(a)-(b), 18 CFR 292.101(6), and 18 CFR 292.204. The Commission established Consumers' avoided cost methodology, avoided cost, and related determinations in Case No. U-18090 and approved revisions to the avoided cost structure and other PURPA requirements in a settlement agreement approved in the company's integrated resource plan (IRP) case, Case No. U-20165. Consumers' application, p. 5. Consumers describes the significant increase in interconnection applications from renewable energy developers, which was also described in Case No. U-20444, resulting in more than 3,500 megawatts (MW) of proposed renewable projects in the company's interconnection queue that has strained Consumers' ability to timely process interconnection applications. *Id.*

Consumers states that the settlement agreement approved in the June 7, 2019 order (June 7 order) in Case No. U-20165, while approving a new PURPA framework, did not resolve the complaints that were filed against the company by QFs seeking PURPA contracts in Case Nos. U-20500, U-20516, U-20558, U-20565, and U-20575.¹ Consumers also notes that the settlement agreement in Case No. U-20165 did not address the outstanding appeal of the final order in Case No. U-18090 filed by Geronimo Energy, LLC (Geronimo Energy) with the Michigan Court of Appeals. *Id.*, p. 6. Thus, Consumers states that the purposes of the settlement agreement in this

¹ These complaint proceedings are captioned in this order and list the party or parties that filed the complaint.

docket include resolving the previously mentioned complaints and pending appeal in Case No. U-18090; providing a streamlined framework for signatory PURPA projects to participate in; obtaining a limited waiver² from certain timelines set out in the Electric Interconnection and Net Metering Standards, Mich Admin Code, R 460.620 (Interconnection Standards)(Rule 20); and allowing Consumers to focus its full attention on the implementation of its Clean Energy Plan.³

In its application, Consumers states that the signatories to the settlement agreement include, with the exception of sPower Development Company, LLC (sPower),⁴ each of the parties in the complaints listed above, as well as Geronimo Energy (the plaintiff in the pending appeal), and approximately 94% of the potential PURPA projects in the company's interconnection queue totaling 3,300 MW. Consumers' application, p. 9. Consumers emphasizes that it is not asking the Commission to bind any eligible QF or other entity that has not signed or that has chosen not to participate in the settlement agreement. *Id.*, p. 3.

On August 20, 2019, the Commission issued a notice of opportunity to respond to the proposed settlement agreement in this docket. The notice informed the public that any interested person may file a response to the proposed settlement agreement with the Commission no later

² Mich Admin Code, R 460.612 (Rule 12) permits an electric utility to apply for a waiver from one or more provisions of the Interconnection Standards and authorizes the Commission to grant a waiver upon a showing of good cause and a finding that the waiver is in the public interest.

³ Consumers' Clean Energy Plan, approved in Case No. U-20165, is a plan to phase out coal-fueled electric generation and replace a large portion of that energy with renewable generation, including 6,000 MW of solar resources. Consumers' application, pp. 1-2.

⁴ Consumers explains that the settlement agreement in this docket accounts for an award to sPower but that Consumers and sPower have agreed to terms under a separate settlement that the company expects to file for Commission approval in the near future. Consumers' application, p. 9, n. 4.

than 5:00 p.m. (Eastern time) on September 3, 2019. The Commission did not receive any timely responses.⁵

Consumers Energy Company's Proposed Settlement Agreement

Consumers attached to its application the settlement agreement, a Settlement Term Sheet, and a complete list of signatories (as of August 8, 2019). For brevity purposes, all of the terms and provisions in the settlement agreement will not be recited here. The settlement agreement and the Settlement Term Sheet are attached to this order as Exhibit A and Exhibit B, respectively. The complete list of signatories is attached to this order as Exhibit C. The notable provisions of the settlement agreement are summarized as follows:

- Any renewable energy developer with projects properly submitted into Consumers' interconnection queue as of the close of business (eastern daylight time) on June 7, 2019 (cutoff date), will be entitled to execute the settlement agreement and participate in the settlement agreement framework. Any developer will have 30 calendar days from the date of the Commission's approval of the settlement agreement to execute the settlement agreement and thereby become a party to the agreement and participant in the framework.
- 170 MW will be awarded to QFs 20 MW or lower in size that are in the interconnection queue as of the cutoff date, and those QFs would be eligible to enter into power purchase agreements (PPAs) at the full avoided cost (FAC) rate set forth in Case No. U-18090. As to the allocation of the 170 MW in the FAC queue, sPower will be awarded 75 MW, Geronimo Energy will be awarded 40 MW, and Cypress Creek will be entitled to replace 10 two-MW projects within the first 150 MW of the interconnection queue as of the cutoff date with any one 20 MW project in the interconnection queue as of the cutoff date. Consumers will add the next project in the FAC queue in the event a project slated to receive an award in the FAC queue refuses a PPA. After the award of the 75 MW and 40 MW, if the last project reached has a proposed capacity greater than the remaining MW available in the FAC queue, the project will be permitted to downsize to conform to the available MW in the FAC queue. Consumers would enter into PPAs at the FAC rate with QFs in the FAC queue within 15 days from the date of the order approving the settlement agreement.

⁵ The Commission notes that on September 6, 2019, Heelstone Renewable Energy, LLC filed a late comment outside of the September 3, 2019 deadline.

- 414 MW will be awarded (after the 170 MW of FAC PPAs) to QFs 20 MW or lower in size that are in the interconnection queue as of the cutoff date, and those QFs would be eligible to enter into PPAs at the energy plus Midcontinent Independent System Operator, Inc. (MISO) planning reserve auction (PRA) rate set forth in Case No. U-18090. To be eligible to receive an award from the 414 MW, the QF must have a status that is current in the interconnection queue; QF certification from the Federal Energy Regulatory Commission (FERC); site control through ownership, lease, or option to purchase or lease for a 20-year PPA term; and execution by the QF's parent company of a binding commitment to abide by the settlement agreement. The 414 MW would be allocated on a proportional basis based on the QF's amount of qualifying MW in the interconnection queue as of three date ranges: January 1, 2017 through February 22, 2018 (Bucket 1), February 23, 2018 through October 5, 2018 (Bucket 2), and October 6, 2018 through the cutoff date (Bucket 3). Bucket 1 would be allocated 180 MW, Bucket 2 would be allocated 150 MW, and Bucket 3 would be allocated 84 MW.
- Within 30 calendar days of approval of the settlement agreement, each developer with an eligible project wishing to participate in the settlement agreement must send a statement to Consumers confirming its commitment to abide by the settlement agreement and identifying the eligible project(s) it seeks to include in the allocation process with documentation of the project's eligibility. Consumers will have 30 days to confirm project eligibility and to advise each developer of its determination and shall, if necessary, grant five business days to cure any defect identified in a developer's eligibility. At the conclusion of any such cure period, Consumers will notify all eligible developers of their allocation award, the date of which will be referred to as the allocation date.
- Geronimo Energy will not be eligible for any additional award from the 414 MW award queue except that a Geronimo Energy project that would otherwise be eligible may acquire allocation from other developers and, to the extent of that allocation, may participate in the 414 MW award queue. Alternatively, a Geronimo Energy project may be acquired by another developer, and, to the extent that such developer has sufficient allocation to support the project, may participate in the 414 MW award queue.
- Awarded MW can be aggregated and/or transferred within and among developers who submitted eligible projects and across Buckets 1, 2, and 3, for 30 days with proper notification to Consumers. No later than 30 days after the allocation date, any developer holding and wishing to utilize its allocation shall notify Consumers of the specific eligible project(s) that it wishes to have included in the award queue and shall document that it holds sufficient allocation for such project(s). The date of this notification to Consumers shall be referred to as the notification date.
- Within 15 days after the notification date, Consumers shall finalize the 414 MW award queue and shall provide all such eligible projects with an executable PPA. Developers will have 30 days to return an executed PPA, and Consumers shall

countersign and return the PPA to the developer within 15 days.

- A QF that terminates after executing a PPA but prior to the project start date may, after notification to Consumers and within two years from the notification date, transfer its allocation in the award queue to another eligible QF. Any QF receiving an allocation after the initial formation of the 414 MW award queue shall be considered part of a supplemental award queue.
- QFs not eligible for the allocation in the 170 MW FAC queue or the 414 MW award queue will be eligible to receive contracts and/or avoided cost rates as set forth in the settlement agreement approved in the June 7 order in Case No. U-20165.
- Consumers will use commercially reasonable efforts to complete and/or revise engineering reviews and distribution studies for all projects in the award queue and all projects in the separate FAC queue within 12 months of the finalization of the award queue. All studies will be completed in sequential order in accordance with Consumers' current practice, provided that: (1) projects in the 170 MW FAC queue, the 414 MW award queue, and the supplemental award queue that have met their obligations under the Interconnection Standards, Mich Admin Code, R 460.601a *et seq.*, will be studied on a priority basis ahead of QFs that are not; and (2) projects in the 170 MW FAC queue and the 414 MW award queue will be studied ahead of projects in the supplemental award queue.
- Consumers will use commercially reasonable efforts to: (1) interconnect all projects in the 170 MW FAC queue, the 414 MW award queue, and the supplemental award queue by September 1, 2023; and (2) interconnect a minimum of 150 MW of projects each year, to the extent that at least 150 MW of projects execute necessary interconnection agreements each year beginning in 2020. Starting on December 31, 2020, Consumers will provide reasonable documentation demonstrating its compliance with the 150 MW interconnection minimum.
- A waiver of the Interconnection Standards, if necessary, would be requested by Consumers and supported by the parties to the settlement agreement to allow the 170 MW FAC queue, the 414 MW award queue, and the supplemental award queue to be processed as set forth in the agreement.
- The execution of the settlement agreement would be conditioned on the Commission's approval of the settlement agreement, including all waivers from the Interconnection Standards necessary to implement the allocation and interconnection provisions.
- The parties agree that the question of whether QFs not covered by the settlement agreement that enter into PPAs pursuant to the modified PURPA implementation set forth in the settlement agreement approved in Case No. U-20165 may bid into future requests for proposals (RFPs) to replace an existing PPA with an RFP PPA

has not been resolved, and if raised, will be addressed in future proceedings. However, no party to the settlement agreement will use this question to challenge the instant settlement agreement or the Commission's approval of the settlement agreement in Case No. U-20165.

- Upon execution of the settlement agreement, the parties agree to work in concert to stay, or to suspend or extend the schedule, of any pending litigation pertaining to the subject matter of the settlement agreement, including pending PURPA complaints before the Commission and Geronimo Energy's appeal of the October 5, 2018 order in Case No. U-18090. The parties also agree that, upon approval of the settlement agreement, any party to the settlement agreement (or a QF that has committed to comply with this settlement agreement as described herein) that has filed a complaint against Consumers related to PURPA and/or interconnection matters will withdraw its complaint, and no QF or party to this settlement agreement will appeal the order approving the settlement agreement in Case No. U-20165 or in any way challenge the Commission's June 7 order.

In its application, Consumers requests *ex parte* approval on an expedited basis of its application contending that the agreement binds only the signatories to the settlement agreement, the parties do not seek for the Commission's approval of the settlement agreement to bind any entity choosing not to participate, and approval will not increase rates or charges or alter, change, or amend any rate or rate schedule. Consumers' application, pp. 10-11, citing MCL 460.6a. The company also requests that the Commission determine that there is good cause for a limited waiver from the Interconnection Standards as necessary to effectuate the settlement agreement, find that a waiver is in the public interest, and grant such a limited waiver. *Id.*, p. 12.

Discussion

The Commission has reviewed Consumers' application and the settlement agreement in its entirety and finds that the public interest is adequately represented by the parties who entered into the settlement agreement. The Commission further finds that the settlement agreement is in the public interest, represents a fair and reasonable resolution of the proceeding, and should be approved. Mich Admin Code, R 792.10431(5)(b), (c).

As alluded to in the application, the Commission's recent endeavor into revising the state's implementation of PURPA by updating the avoided cost methodology, avoided cost, and related PURPA issues for Consumers (and other rate-regulated utilities) has resulted in long and contentious litigation over PURPA in Case Nos. U-18090, U-20165, and the above-captioned complaint cases. The adjustment in avoided costs as well as the quickly evolving renewable energy market has also led to a substantial increase in the number of developers seeking interconnection with Consumers, which has in turn created some difficulty in the timely processing of interconnection applications for the utility as discussed in Case No. U-20444.

The Commission finds that the settlement agreement presents a reasonable and fair resolution to the company's outstanding PURPA issues by: (1) addressing the Commission's previous directive to interconnect 150 MW at the full avoided cost as set out in the February 22, 2018 order in Case No. U-18090; (2) resolving the above-captioned PURPA and interconnection complaints pending before the Commission; (3) finding an agreeable solution that provides some relief to the utility regarding its obligations under the Interconnection Standards while ensuring that the interconnection of eligible developers continues in accordance with PURPA and MCL 460.10e; and (4) providing a pathway forward for additional interconnection and PURPA implementation with the signatories to the settlement agreement. The Commission also finds that the settlement agreement conforms to the Commission's previous orders in both Case Nos. U-18090 and U-20165 in that the settlement agreement does not attempt to alter the Commission's determinations in those proceedings as applicable to non-signatories of the settlement agreement.

The Commission has also reviewed the request by Consumers for a limited waiver from the timelines set out in Rule 20 of the Interconnection Standards in order to effectuate the settlement

agreement. Rule 12 authorizes the Commission to grant a waiver from one or more provisions of the Interconnection Standards upon a showing of good cause and a finding that a waiver is in the public interest. The Commission finds that Consumers has demonstrated good cause in that it has set out how it plans to complete, within a reasonable timeframe, the studies required under the Interconnection Standards and accomplish interconnection for the developers in the FAC queue, the awards queue, and the supplemental queue, as well as developers outside of those categories. Thus, granting the waiver will not leave developers without a means to achieve interconnection because the terms of the settlement agreement provide protections for those developers by setting out an alternative timeline for the company to complete these studies. Additionally, the limited waiver would be applicable only to implement the settlement agreement, which has been agreed to by the signatory developers, and Consumers would otherwise be required to comply with the Interconnection Standards as they apply outside of the settlement agreement. Lastly, the Commission finds that granting the waiver is in the public interest because it will allow Consumers to implement a settlement agreement that moves forward a significant amount of renewable energy projects through the interconnection process. Thus, the Commission approves Consumers' request for a limited waiver from Rule 20 of the Interconnection Standards to the extent it is necessary to implement the settlement agreement.

In its application, Consumers explains that *ex parte* approval of the settlement agreement is appropriate because the company is not seeking to bind any entity that has not signed on or agreed to participate in the settlement agreement. The Commission affirms that the terms of the settlement agreement do not bind or otherwise impose any legal rights or obligations on any entity that is not a party to the settlement agreement. The Commission further clarifies that the settlement agreement does not in any way alter the final orders that the Commission has issued in

Case Nos. U-18090 and U-20165, and the Commission's determinations in those proceedings remain in effect. The terms of the settlement agreement shall apply only to the signatories of the agreement and those entities that choose to participate within the 30-day window following approval of the settlement agreement as described in Consumers' application and in the settlement agreement. Additionally, because approval of the settlement agreement will not result in an increase in Consumers' rates or charges or otherwise alter rates or rate schedules, *ex parte* approval is appropriate. *See*, MCL 460.6a(3).

The Commission takes this opportunity to commend Consumers and the signatory QFs on their efforts to work together to negotiate a fair and reasonable solution that is amenable to all parties and sets out a positive path forward for PURPA implementation in Michigan. The Commission recognizes the difficulty in achieving this end, considering the history of contention that has surrounded PURPA proceedings in recent years and the quickly evolving energy landscape complicating the determination and application of accurate avoided cost pricing for the utility.

THEREFORE, IT IS ORDERED that Consumers Energy Company's application for the approval of a settlement agreement is granted, and the settlement agreement and its terms, attached to this order as Exhibit A and Exhibit B, respectively, are approved as well as the relief requested, consistent with this order.

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

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscedockets@michigan.gov and to the Michigan Department of the Attorney General - Public Service Division at pungpl@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

Sally A. Talberg, Chairman

Daniel C. Scripps, Commissioner

Tremaine L. Phillips, Commissioner

By its action of September 11, 2019.

Lisa Felice, Executive Secretary

SETTLEMENT AGREEMENT

This Settlement Agreement (inclusive of Exhibit A, “this Agreement”) is entered into by and between Consumers Energy Company (“Consumers Energy”), the Michigan Public Service Commission Staff (“MPSC Staff”), the Solar Energy Industries Association (“SEIA”), and the undersigned renewable energy developers (“Developers”) for the purpose of resolving claims to legal rights under the Public Utility Regulatory Policies Act of 1978, as amended (“PURPA”). Consumers Energy, MPSC Staff, SEIA, and Developers may be referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

WHEREAS:

- A. Consumers Energy is a Michigan corporation and public utility serving 1.8 million electric customers within its service territory in the State of Michigan; and
- B. Consumers Energy is subject to PURPA and to regulation by the Michigan Public Service Commission (“MPSC” or “Commission”); and
- C. Certain rights and obligations of Consumers Energy, Developers, and various other entities under PURPA are or have been at issue in numerous recent and pending cases before the MPSC; and
- D. The Parties desire to resolve certain legal rights and obligations under PURPA, and have mutually agreed to the terms of this Agreement for that purpose; and
- E. In light of the Parties’ agreement to such terms, Consumers Energy has agreed to advocate before the Commission that the Commission resolve certain legal rights and obligations under PURPA by means of this Agreement; and
- F. The Parties believe that the terms of this Agreement are in the public interest and consistent with PURPA, that they represent a fair and reasonable resolution of numerous recent and pending cases before the MPSC, and that they provide a fair and reasonable mechanism for avoiding similar future litigation; and
- G. The Parties desire the Commission’s approval of the terms and conditions of this Agreement through a final Commission order.

NOW THEREFORE, in consideration of the mutual promises contained herein, Consumers Energy, SEIA, MPSC Staff, and the Developers agree as follows:

1. The recitals set forth above are expressly intended to be a part of, and are therefore incorporated fully into, this Agreement.

2. Subject to the Commission’s approval of this Agreement without modification, this Agreement is made for the purpose of resolving certain rights and obligations under PURPA, including any and all outstanding claims and issues between the Parties in MPSC Case Nos. U-18090, U-20469, U-20500, U-20516, U-20558, U-20565, and U-20575. Also subject to the Commission’s approval of this Agreement without modification, the Parties agree that none of them will appeal or otherwise challenge the Commission’s June 7, 2019 order in Case No. U-20165.

3. The Parties agree to be bound by the terms and conditions set forth in Exhibit A, which are incorporated fully into this Agreement. This Agreement is the “settlement agreement” referred to in the first sentence of Paragraph 1, and elsewhere, in Exhibit A. Further, this Agreement and Consumers Energy’s corresponding application asking that the MPSC approve this Agreement, which Consumers Energy intends to file after it executes this Agreement, shall be the

settlement implementation mechanism referred to in the second sentence of Paragraph 1 in Exhibit A.

4. Consistent with Paragraph 5(c) of Exhibit A, any renewable energy developer with projects properly submitted into Consumers Energy's interconnection queue as of the close of business (eastern daylight time) on June 7, 2019 (the "Cutoff Date") will be entitled to execute this Agreement and participate in the settlement framework set forth in Exhibit A after the MPSC's approval of this Agreement. Specifically, any developer will have thirty (30) calendar days from the Commission's approval of this Agreement to execute this Agreement and thereby become a Party to this Agreement and participate in the settlement framework. The Company will provide actual notice of its application to open a proceeding at the MPSC to resolve certain legal rights and obligations under PURPA pursuant to this Agreement as well as notice of this Agreement and the opportunity to participate in the settlement framework, to all developers and/or projects properly submitted in the Company's interconnection queue as of the Cutoff Date.

5. The Parties agree to work in concert and in good faith to support and/or advocate for the MPSC's approval of this Agreement, as necessary.

6. As necessary, the Parties will enter into reasonable terms related to protecting the confidentiality of information provided under or in service of this Agreement.

7. The Parties agree that this Agreement may be enforced in one of two ways, which the Parties agree shall be the exclusive remedies available to the Parties: (1) proceedings before the MPSC; or (2) an action for injunctive relief in Ingham County, Michigan Circuit Court. The Parties will provide each other with notice and a reasonable opportunity to cure any actual or anticipatory breach of this Agreement if doing so is reasonably possible under the circumstances.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9. This Agreement may be executed and delivered in counterparts and duplicate originals, including by a facsimile and/or electronic transmission thereof, each of which shall be deemed an original and properly delivered. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically.

10. This Agreement is intended for the benefit of the Parties hereto and does not grant any rights to third parties unless otherwise specifically granted herein.

11. Except as otherwise provided for in this Agreement, no Party may assign all or any part of its rights or responsibilities under this Agreement without the other Parties' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that such consent shall not be required for any Party's transfer of an award allocation from one developer or project to another, so long as the transfer is consistent with Exhibit A. This Agreement inures to the benefit of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

12. This Agreement, including Exhibit A, is the complete and final agreement between the Parties with respect to the matters addressed in this Agreement. This Agreement may be amended or modified only by a subsequent agreement in writing executed by the Parties.

13. This Agreement is entered into for the sole and express purpose of reaching a compromise among the Parties. All offers of settlement and discussions related to this settlement are, and shall be considered, privileged under MRE 408.

14. So long as the Commission approves this Agreement without any modification, the Parties agree not to appeal, challenge, or otherwise contest the Commission order approving this

Agreement. Except as otherwise set forth in this Agreement, the Parties agree and understand that this Agreement does not limit any Party's right to take new and/or different positions on similar issues in other administrative proceedings, or appeals related thereto.

15. This Agreement is non-severable. Each provision of this Agreement is dependent upon all other provisions of this Agreement. Failure to comply with any provision of this Agreement constitutes failure to comply with the entirety of this Agreement. If the Commission rejects or modifies this Agreement or any provision of this Agreement, then this Agreement shall be deemed to be withdrawn.


16. The Parties agree that approval of this Agreement by the Commission would be reasonable and in the public interest.

17. In the unlikely event that the Commission determines that resolving certain legal rights and obligations under PURPA pursuant to this Agreement requires a contested case proceeding, then the Parties agree to waive Section 81 of the Administrative Procedures Act of 1969 (MCL 24.281), as it applies to the issues resolved in this Agreement, if the Commission approves this Agreement without modification. If the Commission determines that this Agreement should be rejected or modified, however, the Parties reserve all of their legal rights, including under Section 81.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the day and year set forth below.

CONSUMERS ENERGY COMPANY

By:  Digitally signed by
Emerson J. Hilton
Date: 2019.08.01 07:48:03
-04'00'

Printed Name: Emerson J. Hilton
Title: Attorney for Consumers Energy Company
Date: August 1, 2019

SOLAR ENERGY INDUSTRIES ASSOCIATION

By: _____
Printed Name:
Title:
Date:

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

By: **Spencer Sattler**  Digitally signed by Spencer
Sattler
Date: 2019.08.01 11:21:18 -04'00'

Printed Name: Spencer Sattler
Title: Assistant Attorney General, Attorney for MPSC Staff
Date: August 1, 2019

CYPRESS CREEK RENEWABLES, LLC

By: _____
Printed Name:
Title:
Date:

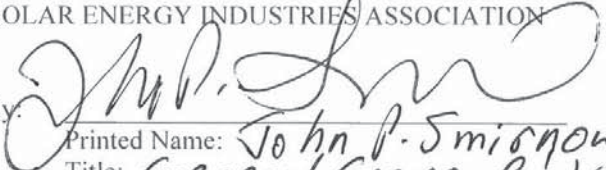
[ADDITIONAL SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the day and year set forth below.

CONSUMERS ENERGY COMPANY

By: _____
Printed Name: Emerson J. Hilton
Title: Attorney for Consumers Energy Company
Date:

SOLAR ENERGY INDUSTRIES ASSOCIATION

By:  _____
Printed Name: John P. Smirnow
Title: General Counsel; VP of Market Strategy
Date: 7/26/19

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

By: _____
Printed Name:
Title:
Date:

CYPRESS CREEK RENEWABLES, LLC

By: _____
Printed Name:
Title:
Date:

[ADDITIONAL SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the day and year set forth below.

CONSUMERS ENERGY COMPANY

By: _____
Printed Name: Emerson J. Hilton
Title: Attorney for Consumers Energy Company
Date:


SOLAR ENERGY INDUSTRIES ASSOCIATION

By: _____
Printed Name:
Title:
Date:

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

By: _____
Printed Name:
Title:
Date:

CYPRESS CREEK RENEWABLES, LLC

By:  _____
Printed Name: Jerome O'Brien
Title: General Counsel
Date: July 24, 2019

*Signing on behalf of Cypress Creek
Renewables, LLC and its
wholly-owned subsidiaries
identified on Schedule CCR.*

[ADDITIONAL SIGNATURES FOLLOW]

EXHIBIT A

<u>Schedule CCR</u>				
CCR ID	State	Utility	MWac	Project Entity
MI-002428	MI	CNSMRS	2	13 Mile Solar, LLC
MI-003462	MI	CNSMRS	2	Abhurite Solar, LLC
MI-003423	MI	CNSMRS	20	Adamite Solar, LLC
MI-003204	MI	CNSMRS	12	Adams Solar, LLC
MI-003420	MI	CNSMRS	20	Addle Solar, LLC
MI-003463	MI	CNSMRS	20	Agrelite Solar, LLC
MI-003257	MI	CNSMRS	2	Agroscape Solar, LLC
MI-003235	MI	CNSMRS	2	Alacrity Solar, LLC
MI-003632	MI	CNSMRS	10	Albion North Solar, LLC
MI-003256	MI	CNSMRS	2	Alma Solar, LLC
MI-003629	MI	CNSMRS	10	Alpinist Solar, LLC
MI-003268	MI	CNSMRS	8	Aluminum Solar, LLC
MI-002363	MI	CNSMRS	2	AMT Solar, LLC
MI-002728	MI	CNSMRS	2	Anatole Solar, LLC
MI-002430	MI	CNSMRS	2	Angola Solar, LLC
MI-003366	MI	CNSMRS	20	Arb Solar, LLC
MI-003424	MI	CNSMRS	2	Arctite Solar, LLC
MI-002757	MI	CNSMRS	2	Arrowhead Solar, LLC
MI-003572	MI	CNSMRS	10	Artisan Solar, LLC
MI-004098	MI	CNSMRS	20	Asparagus Solar, LLC
MI-003850	MI	CNSMRS	20	Atom Solar, LLC
MI-003385	MI	CNSMRS	2	Au Gres Solar, LLC
MI-002729	MI	CNSMRS	2	Aubil Solar, LLC
MI-002365	MI	CNSMRS	2	Aurelius Solar, LLC
MI-003856	MI	CNSMRS	16	Babbitt Solar, LLC
MI-003578	MI	CNSMRS	10	Bamboo Solar, LLC
MI-004074	MI	CNSMRS	20	Banfield Solar, LLC
MI-002983	MI	CNSMRS	2	Barkskin Solar, LLC
MI-004064	MI	CNSMRS	20	Beaverton Solar, LLC
MI-003200	MI	CNSMRS	10	Belgrade Solar, LLC
MI-003622	MI	CNSMRS	20	Bellburns Solar, LLC
MI-003272	MI	CNSMRS	2	Beryllium Solar, LLC
MI-002691	MI	CNSMRS	2	Bibbins Solar, LLC
MI-003620	MI	CNSMRS	20	Big Prairie Solar, LLC
MI-004061	MI	CNSMRS	12	Big Stone Solar, LLC
MI-003581	MI	CNSMRS	2	Bluebird Solar, LLC
MI-003764	MI	CNSMRS	10	Bodega Solar, LLC
MI-003627	MI	CNSMRS	2	Bohne Solar, LLC
MI-002665	MI	CNSMRS	2	Booth Drain Solar, LLC
MI-003678	MI	CNSMRS	20	Borelly Solar, LLC
MI-003858	MI	CNSMRS	10	Bradshaw Solar, LLC
MI-003316	MI	CNSMRS	2	Brandt Solar, LLC
MI-003621	MI	CNSMRS	2	Breckenridge Solar, LLC
MI-002655	MI	CNSMRS	2	Brogan Solar, LLC
MI-003398	MI	CNSMRS	20	Buena Vista Solar, LLC

EXHIBIT A

MI-002467 MI	CNSMRS	2 Bullhead Solar, LLC
MI-003317 MI	CNSMRS	2 Bunny Solar, LLC
MI-003369 MI	CNSMRS	10 Burns Park Solar, LLC
MI-002470 MI	CNSMRS	2 Burr Solar, LLC
MI-002367 MI	CNSMRS	2 Burt Solar, LLC
MI-003658 MI	CNSMRS	5 Byrne Solar, LLC
MI-003074 MI	CNSMRS	20 Cadillac Solar, LLC
MI-002121 MI	CNSMRS	2 Canal Solar, LLC
MI-003201 MI	CNSMRS	12 Capetown Solar, LLC
MI-002433 MI	CNSMRS	2 Captain Solar, LLC
MI-004050 MI	CNSMRS	20 Castleton Solar, LLC
MI-002427 MI	CNSMRS	2 Cayenne Solar, LLC
MI-003847 MI	CNSMRS	20 Cloudbreak Solar, LLC
MI-002761 MI	CNSMRS	2 Cobb Solar, LLC
MI-002142 MI	CNSMRS	2 Coldwater Solar, LLC
MI-003194 MI	CNSMRS	2 Columbia Solar, LLC
MI-002891 MI	CNSMRS	20 Coman Solar, LLC
MI-003579 MI	CNSMRS	10 Congo Solar, LLC
MI-002751 MI	CNSMRS	2 Coolidge Solar, LLC
MI-003199 MI	CNSMRS	20 Copenhagen Solar, LLC
MI-003898 MI	CNSMRS	14 Coronado Solar, LLC
MI-003319 MI	CNSMRS	2 Cowboy Solar, LLC
MI-004062 MI	CNSMRS	12 Custer Solar, LLC
MI-002689 MI	CNSMRS	2 Dantes Solar, LLC
MI-002358 MI	CNSMRS	2 Demings Lake Solar, LLC
MI-002199 MI	CNSMRS	2 Devils Lake Solar, LLC
MI-003169 MI	CNSMRS	12 Dimanche Solar, LLC
MI-003178 MI	CNSMRS	2 Domingo Solar, LLC
MI-003314 MI	CNSMRS	2 Donny Solar, LLC
MI-002954 MI	CNSMRS	2 Douglass Solar, LLC
MI-003641 MI	CNSMRS	5 Dram Solar, LLC
MI-002431 MI	CNSMRS	2 Duffield Solar, LLC
MI-003415 MI	CNSMRS	12 Durban Solar, LLC
MI-003371 MI	CNSMRS	2 El Ray Solar, LLC
MI-003470 MI	CNSMRS	2 Elsie Solar, LLC
MI-002727 MI	CNSMRS	2 Endymion Solar, LLC
MI-003292 MI	CNSMRS	12 Esmarelda Solar, LLC
MI-003293 MI	CNSMRS	2 Fabienne Solar, LLC
MI-003662 MI	CNSMRS	5 Famous Rays Solar, LLC
MI-003397 MI	CNSMRS	2 Ferris Solar, LLC
MI-003207 MI	CNSMRS	12 Fillmore Solar, LLC
MI-003166 MI	CNSMRS	2 Flanker Solar, LLC
MI-003794 MI	CNSMRS	2 Florence Solar, LLC
MI-003230 MI	CNSMRS	20 Fortunate Sun Solar, LLC
MI-003237 MI	CNSMRS	2 Frehley Solar, LLC
MI-002160 MI	CNSMRS	2 Frontier Solar, LLC
MI-002992 MI	CNSMRS	20 Frontier's Edge Solar, LLC

EXHIBIT A

MI-003374 MI	CNSMRS	2 Fulton Solar, LLC
MI-002480 MI	CNSMRS	2 Geddes 1 Solar, LLC
MI-002156 MI	CNSMRS	2 Geddes 2 Solar, LLC
MI-003416 MI	CNSMRS	2 Gladwin Solar, LLC
MI-003419 MI	CNSMRS	20 Glennie Solar, LLC
MI-003594 MI	CNSMRS	20 Gobi Solar, LLC
MI-003142 MI	CNSMRS	20 Goethe Solar, LLC
MI-002360 MI	CNSMRS	2 Gola Solar, LLC
MI-003590 MI	CNSMRS	2 Goldfinch Solar, LLC
MI-004097 MI	CNSMRS	20 Gordonville Solar, LLC
MI-002348 MI	CNSMRS	2 Gorman Solar, LLC
MI-003575 MI	CNSMRS	2 Granite Solar, LLC
MI-002664 MI	CNSMRS	2 Greasy Jim Solar, LLC
MI-003233 MI	CNSMRS	2 Grimke Solar, LLC
MI-003090 MI	CNSMRS	2 Groucho Solar, LLC
MI-003220 MI	CNSMRS	2 Grover Solar, LLC
MI-003469 MI	CNSMRS	2 Gull Lake Solar, LLC
MI-003396 MI	CNSMRS	5 Hanging Gardens Solar, LLC
MI-003067 MI	CNSMRS	2 Hatchet Solar, LLC
MI-002362 MI	CNSMRS	2 Hazel Solar, LLC
MI-002422 MI	CNSMRS	2 Hendershot Solar, LLC
MI-002953 MI	CNSMRS	5 Hermosa Solar, LLC
MI-002165 MI	CNSMRS	2 Herring Solar, LLC
MI-003636 MI	CNSMRS	12 Hogan Solar, LLC
MI-002477 MI	CNSMRS	2 Honey 1 Solar, LLC
MI-002179 MI	CNSMRS	2 Horton Solar, LLC
MI-004030 MI	CNSMRS	12 Hubbard Lake Solar, LLC
MI-002711 MI	CNSMRS	2 Hyperion Solar, LLC
MI-003465 MI	CNSMRS	20 Ignatius Solar, LLC
MI-003677 MI	CNSMRS	2 Ikeya Solar, LLC
MI-003236 MI	CNSMRS	2 Imaeda Solar, LLC
MI-002981 MI	CNSMRS	2 Incandenza Solar, LLC
MI-002432 MI	CNSMRS	2 Interchange Solar, LLC
MI-003264 MI	CNSMRS	20 Iron Solar, LLC
MI-002147 MI	CNSMRS	2 Jack Francis Solar, LLC
MI-003318 MI	CNSMRS	2 Jackie Solar, LLC
MI-003651 MI	CNSMRS	5 Jacks Lake Solar, LLC
MI-003312 MI	CNSMRS	2 Jeffery Solar, LLC
MI-003085 MI	CNSMRS	2 Jellyfish Solar, LLC
MI-003299 MI	CNSMRS	2 Jimmie Solar, LLC
MI-003295 MI	CNSMRS	2 Jody Solar, LLC
MI-003843 MI	CNSMRS	10 Johnsfield Solar, LLC
MI-003886 MI	CNSMRS	20 Jolly Green Solar, LLC
MI-003676 MI	CNSMRS	20 Jordanelle Solar, LLC
MI-002762 MI	CNSMRS	2 Kaline Solar, LLC
MI-003298 MI	CNSMRS	2 Keitel Solar, LLC
MI-002668 MI	CNSMRS	2 Kellen Solar, LLC

EXHIBIT A

MI-003136 MI	CNSMRS	2 Kennan Solar, LLC
MI-002159 MI	CNSMRS	2 Khonsu Solar, LLC
MI-002692 MI	CNSMRS	2 Kinbote Solar, LLC
MI-003137 MI	CNSMRS	2 Kissinger Solar, LLC
MI-002959 MI	CNSMRS	2 Knockhill Solar, LLC
MI-002368 MI	CNSMRS	2 Knowlton Solar, LLC
MI-003162 MI	CNSMRS	2 Kochville Solar, LLC
MI-003128 MI	CNSMRS	2 Kofi Solar, LLC
MI-003068 MI	CNSMRS	20 Kubrick Solar, LLC
MI-003801 MI	CNSMRS	10 Laughing Whitefish Solar, LLC
MI-003310 MI	CNSMRS	20 Lebowsky Solar, LLC
MI-003580 MI	CNSMRS	10 Lightfoot Solar, LLC
MI-003373 MI	CNSMRS	2 Lighthouse Solar, LLC
MI-003427 MI	CNSMRS	2 Lineman Solar, LLC
MI-002434 MI	CNSMRS	2 Litchfield Solar, LLC
MI-002667 MI	CNSMRS	2 Littlefield Solar, LLC
MI-003626 MI	CNSMRS	20 Long Lake Solar, LLC
MI-003146 MI	CNSMRS	20 Macbeth Solar, LLC
MI-003165 MI	CNSMRS	2 Mako Solar, LLC
MI-003370 MI	CNSMRS	20 Malbec Solar, LLC
MI-003409 MI	CNSMRS	20 Malibu Solar, LLC
MI-003320 MI	CNSMRS	2 Marty Solar, LLC
MI-003315 MI	CNSMRS	2 Maude Solar, LLC
MI-002143 MI	CNSMRS	2 May Shannon Solar, LLC
MI-003211 MI	CNSMRS	2 McKinley Solar, LLC
MI-002714 MI	CNSMRS	2 Menelaus Solar, LLC
MI-003289 MI	CNSMRS	15 Mia Solar, LLC
MI-002760 MI	CNSMRS	2 Minos Solar, LLC
MI-003195 MI	CNSMRS	2 Mir Solar, LLC
MI-003395 MI	CNSMRS	2 Miracle Max Solar, LLC
MI-002756 MI	CNSMRS	2 Misteguay Solar, LLC
MI-004013 MI	CNSMRS	20 Mitten Solar, LLC
MI-003765 MI	CNSMRS	10 Moonbeam Solar, LLC
MI-002712 MI	CNSMRS	2 Morse Solar, LLC
MI-003467 MI	CNSMRS	2 Mumbai Solar, LLC
MI-004012 MI	CNSMRS	20 Neutron Solar, LLC
MI-003441 MI	CNSMRS	10 Numatism Solar, LLC
MI-003650 MI	CNSMRS	5 Oak Grove Solar, LLC
MI-002478 MI	CNSMRS	2 Oberlin Solar, LLC
MI-003864 MI	CNSMRS	20 Odawa Solar, LLC
MI-003062 MI	CNSMRS	20 Olivier Solar, LLC
MI-002195 MI	CNSMRS	2 Onsted Solar, LLC
MI-003060 MI	CNSMRS	2 Otisville Solar, LLC
MI-003661 MI	CNSMRS	10 Ovid Solar, LLC
MI-002730 MI	CNSMRS	2 Pannonica Solar, LLC
MI-004051 MI	CNSMRS	14 Parma Solar, LLC
MI-003130 MI	CNSMRS	2 Patron Solar, LLC

EXHIBIT A

MI-003180 MI	CNSMRS	2 Pazar Solar, LLC
MI-002482 MI	CNSMRS	2 Peppers Solar, LLC
MI-002957 MI	CNSMRS	2 Petty Solar, LLC
MI-003206 MI	CNSMRS	12 Polk Solar, LLC
MI-003841 MI	CNSMRS	2 Powel Solar, LLC
MI-003750 MI	CNSMRS	2 Prairie Creek Solar, LLC
MI-003729 MI	CNSMRS	20 Prometheus Solar, LLC
MI-003145 MI	CNSMRS	20 Puck Solar, LLC
MI-003198 MI	CNSMRS	2 Rambling Man Solar, LLC
MI-002168 MI	CNSMRS	20 Reading Solar, LLC
MI-002662 MI	CNSMRS	2 Roethke Solar, LLC
MI-003814 MI	CNSMRS	10 Rosco Solar, LLC
MI-002239 MI	CNSMRS	20 Rosemary Solar, LLC
MI-002991 MI	CNSMRS	12 Rothko Solar, LLC
MI-002958 MI	CNSMRS	2 Ruth Solar, LLC
MI-002436 MI	CNSMRS	2 Salt Lake Solar, LLC
MI-002755 MI	CNSMRS	2 Saltine Solar, LLC
MI-003648 MI	CNSMRS	2 Sand Creek Solar, LLC
MI-003883 MI	CNSMRS	0.1 Santiago Solar, LLC
MI-002956 MI	CNSMRS	2 Seger Solar, LLC
MI-003574 MI	CNSMRS	2 Shanti Solar, LLC
MI-002241 MI	CNSMRS	2 Sharpe Solar, LLC
MI-003852 MI	CNSMRS	20 Shipsterns Solar, LLC
MI-003202 MI	CNSMRS	2 Sinbad Solar, LLC
MI-002350 MI	CNSMRS	2 Slee Solar, LLC
MI-003439 MI	CNSMRS	10 Snare Solar, LLC
MI-003828 MI	CNSMRS	10 Snowpiercer Solar, LLC
MI-003179 MI	CNSMRS	2 Solis Solar, LLC
MI-002153 MI	CNSMRS	2 Southside Solar, LLC
MI-002131 MI	CNSMRS	2 St. Joseph Solar, LLC
MI-003425 MI	CNSMRS	2 Sticks Solar, LLC
MI-003208 MI	CNSMRS	10 Stockholm Solar, LLC
MI-002481 MI	CNSMRS	2 Stoneheart Solar, LLC
MI-003793 MI	CNSMRS	5 Striker Solar, LLC
MI-003680 MI	CNSMRS	10 Stubbs Solar, LLC
MI-003135 MI	CNSMRS	12 Sunbelievable Solar, LLC
MI-003428 MI	CNSMRS	2 Sunny Acres Solar, LLC
MI-003675 MI	CNSMRS	5 Sunskrit Solar, LLC
MI-003649 MI	CNSMRS	10 Surbrook Solar, LLC
MI-002754 MI	CNSMRS	2 Swan Creek Solar, LLC
MI-003638 MI	CNSMRS	12 Swartz Solar, LLC
MI-004059 MI	CNSMRS	12 Swede Solar, LLC
MI-003229 MI	CNSMRS	2 Taft Solar, LLC
MI-003426 MI	CNSMRS	10 Tangiers Solar, LLC
MI-003655 MI	CNSMRS	10 Teppei Solar, LLC
MI-003761 MI	CNSMRS	10 Thayne Solar, LLC
MI-003401 MI	CNSMRS	2 Thornapple Solar, LLC

EXHIBIT A

MI-002960 MI	CNSMRS	2 Thumper Solar, LLC
MI-002955 MI	CNSMRS	2 Tieman Solar, LLC
MI-003270 MI	CNSMRS	2 Titanium Solar, LLC
MI-002136 MI	CNSMRS	2 Tittabawassee Solar, LLC
MI-003846 MI	CNSMRS	20 Topanga Solar, LLC
MI-003740 MI	CNSMRS	20 Tortuga Solar, LLC
MI-002764 MI	CNSMRS	2 Trammell Solar, LLC
MI-003234 MI	CNSMRS	2 Treasure Solar, LLC
MI-003633 MI	CNSMRS	2 Tunis Solar, LLC
MI-002994 MI	CNSMRS	20 Turtle Solar, LLC
MI-002952 MI	CNSMRS	20 Twin Lake Solar, LLC
MI-003281 MI	CNSMRS	2 Twining Solar, LLC
MI-002713 MI	CNSMRS	2 Typhon Solar, LLC
MI-003321 MI	CNSMRS	2 Uli Solar, LLC
MI-003218 MI	CNSMRS	10 Ulysses Solar, LLC
MI-003375 MI	CNSMRS	10 Union City Solar, LLC
MI-003205 MI	CNSMRS	12 Van Buren Solar, LLC
MI-002370 MI	CNSMRS	2 Victors Solar, LLC
MI-003287 MI	CNSMRS	2 Vincent Solar, LLC
MI-002173 MI	CNSMRS	20 Waldron Solar, LLC
MI-003028 MI	CNSMRS	20 West Hyperion Solar, LLC
MI-002758 MI	CNSMRS	2 Whittum Solar, LLC
MI-003795 MI	CNSMRS	20 Willford Solar, LLC
MI-002192 MI	CNSMRS	2 Wilmore Solar, LLC
MI-004065 MI	CNSMRS	20 Woodlander Solar, LLC
MI-002483 MI	CNSMRS	2 Woodley Solar, LLC
MI-003225 MI	CNSMRS	10 Woodrow Solar, LLC
MI-003134 MI	CNSMRS	2 Zadie Solar, LLC
MI-003297 MI	CNSMRS	2 Zed Solar, LLC
MI-002715 MI	CNSMRS	2 Zeno Solar, LLC
MI-003730 MI	CNSMRS	20 Zermatt Solar, LLC

EXHIBIT A

Michigan Current, LLC, on its own behalf and in its authorized capacity on behalf of the entities identified below

By: 
Paul Fleury, its President

Date: 7/26/19

Developer's Entities List	Queue Number:
Tewes Solar, LLC	In Progress
Leffingwell Solar, LLC	CE1800974
Brooks Solar, LLC	CE1800976
L&G Solar, LLC	CE1801004
Duffey Solar, LLC	CE1801005
Hunt Solar, LLC	CE1801626
Putnik Solar, LLC	CE1801002
Fleck Solar I, LLC	CE1800951
Fleck Solar II, LLC	CE1800975

Blue Elk Solar, LLC
Blue Elk Solar Holdings, LLC
Blue Elk Solar I, LLC
Blue Elk Solar II, LLC
Blue Elk Solar III, LLC
Blue Elk Solar IV, LLC
Blue Elk Solar V, LLC
Blue Elk Solar VI, LLC
Blue Elk Solar VII, LLC
Blue Elk Solar VIII, LLC

By: 
Printed Name: Travis S Haggard
Title: Vice President
Date: July 29, 2019

Entity Names: Albrow Creek Solar, LLC
Basswood Solar, LLC
Beebe Creek Solar, LLC
Big Mitten Solar, LLC
Brooklyn Solar, LLC
Corwin Solar, LLC
Duck Lake Solar, LLC
Equinox Solar, LLC
Grass Lake Solar, LLC
Hanover Solar, LLC
Hutchins Lake Solar, LLC
Lakeview Solar, LLC
Mackey Brook Solar, LLC
Manchester Solar, LLC
New Sun Solar, LLC
North Adams Solar, LLC
North Branch Solar, LLC
Parkside Solar, LLC
Pittsford Solar, LLC
Ransom Solar, LLC
Red Run Solar, LLC
Sandhill Solar, LLC
Silver Creek Solar, LLC
Somerset Solar, LLC
Spicebush Solar, LLC
Springport Solar, LLC
Stony Lake Solar, LLC
Swains Lake Solar, LLC
Tamarack Solar, LLC
Turkey Ridge Solar, LLC
Waterman Solar, LLC
Whitewood Creek Solar, LLC
Wishbone Solar, LLC

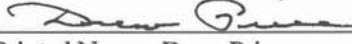
By: 
Printed Name: Drew Price
Title: Manager
Date: July 26, 2019

EXHIBIT A

Entity Name: Birch Creek Development , LLC

By: 
Printed Name: Michael Cohen
Title:
Date: 07/26/2019

Entity Name: Harvest Energy Solutions LLC

By: Lucas Olinyk Luke Olinyk

Printed Name:

Title: VP Sales

Date: 7/26/19

Renewable Properties, LLC AND

Entity Name: Wildcat Renewables, LLC AND its

By:  affiliates & subsidiaries

Printed Name: Aaron Halim

Title: President

Date: 7/25/19

Geronimo Energy, LLC



By: Blake Nixon

Title: CEO

Date: July 25, 2019

Bingham Solar, LLC

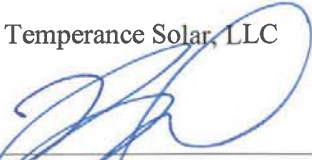


By: Blake Nixon

Title: CEO

Date: July 25, 2019

Temperance Solar, LLC

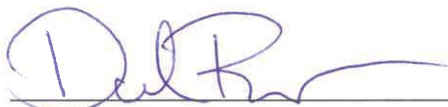


By: Blake Nixon


Title: CEO

Date: July 25, 2019


Burlington Solar, LLC

By: 
By: David Reamer
Title: President
Date: August 7, 2019


Genesee Solar Energy, LLC

By: 
By: David Reamer
Title: President
Date: August 7, 2019

Geronimo White Pine Solar, LLC

By: 
By: David Reamer
Title: President
Date: August 7, 2019

Entity Name: OneEnergy Development, LLC, and its affiliates (listed below)

By: 
Printed Name: Travis Bryan
Title: COO
Date: 7/24/2019

Entity Affiliates:

Bobolink Solar, LLC
Bobwhite Solar, LLC
Cormorant Solar, LLC
Crossbill Solar, LLC
Flycatcher Solar, LLC
Kingfisher Solar, LLC
OE Kestrel Solar, LLC
OE Longspur Solar, LLC
OE Meadowlark Solar, LLC
OE Merlin Solar, LLC
Oriole Solar, LLC
Parula Solar, LLC
Sandpiper Solar, LLC
Scoter Solar, LLC
Shearwater Solar, LLC
Siskin Solar, LLC
Tanager Solar, LLC
Teal Solar, LLC
Towhee Solar, LLC
Turnstone Solar, LLC
Violetear Solar, LLC
Vireo Solar, LLC
Waxwing Solar, LLC
Whimbrel Solar, LLC

Entity Name: Riverside Solar, LLC

By: *Brownie Newman*
Printed Name: Brownie Newman
Title: President
Date: 7-25-19

Entity Affiliates:

Dixie Highway Solar, LLC
Burton Solar, LLC
Burr Oak Solar, LLC
White Star Solar, LLC
Knox Solar, LLC
Long Road Solar, LLC
King Solar, LLC
Pewamo Solar, LLC
Wheatland Solar, LLC
Vermontville Solar, LLC
Ionia Solar, LLC
Onion Creek Solar, LLC
Fife Solar, LLC
Fruitport Solar, LLC
Fifteen Mile Road Solar, LLC
Irish Road Solar, LLC
Argentine Solar, LLC
Davison Solar, LLC

Entity Name: Turning Point Energy, LLC

By: *Jared Schoch*

Printed Name: Jared Schoch

Title: Principal

Date: 7/28/19

Entity Name: Ameresco, Inc.

By: 

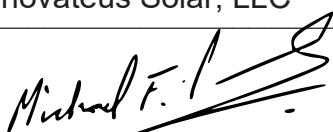
Printed Name: Ruben R. Fontes

Title: SVP, Large Scale Distributed Energy

Date: July 26, 2019

EXHIBIT A

Entity Name: Inovateus Solar, LLC

By: 

Printed Name: Michael F. Pound

Title: Chief Operations Officer

Date: July 26, 2019

Entity Name: Calvert Energy LLC

By: 

Printed Name: Brian Quinlan

Title: President/CEO

Date: 7/24/19

Entity Name: Leeks Solar Energy Center LLC

By: 

Printed Name: Brian Quinlan

Title: Manager

Date: 7/24/19

Entity Name: Ranger Power LLC

By: *Paul Harris*

Printed Name: Paul Harris

Title: President

Date: 8/1/2019

Entity Name: PINE GATE RENEWABLES, LLC

By: 

Printed Name: BEN CATT

Title: CEO

Date: 07/26/2019

Cement Solar Farm LLC
15 Mile Solar Farm, LLC
Hubel Solar Farm, LLC
Swanson Solar Farm, LLC
Gray Solar Farm LLC
Waskevich Solar Farm, LLC
Wetters Solar Farm LLC
Wackerle Solar Farm, LLC
West M-55 Solar Farm, LLC
Linden Road Solar Farm, LLC
East Grand River Solar, LLC
Lyons Road Solar Farm X, LLC
Harwood Solar Farm, LLC
West Price Solar Farm, LLC
E State Road Solar Farm LLC
East Grand River Solar Farm 2, LLC
W Stanton Road Solar Farm 1, LLC
W Stanton Road Solar Farm 2, LLC
Garfield Solar Farm, LLC
Carpenter Road Solar, LLC
Wilber Road Solar Farm, LLC
Weaver Road Solar Farm, LLC
Townline Road Solar Farm, LLC
Riley Street Solar Farm, LLC
Maple Ridge Road Solar Farm, LLC
Maple Ridge Road Solar Farm 2, LLC
Kneeland Road Solar Farm, LLC
M65 Solar Farm, LLC
Huron Road Solar Farm, LLC
Greenwood Road Solar Farm, LLC
Lyons Road Solar Farm, LLC
Ziegler Solar Farm LLC

Renergetica USA Corporation, on behalf of itself and its wholly owned subsidiaries above:

By: Windsay Latre

Printed Name: Windsay Latre

Title: President of Renergetica USA Corporation and Manager of Wholly Owned
Subsidiaries above

Date: 7/25/19



Luce Road Solar Farm, LLC

19 Mile Road Solar Farm LLC

72nd St Solar Farm, LLC

Peck Road Solar Farm LLC

Solar Development Solutions LLC, on behalf of itself and its wholly owned subsidiaries above:


By: _____

Printed Name: _____

Title: Manager of Solar Development Solutions LLC and Manager of the associated
Wholly Owned Subsidiaries above.

Date: _____

Entity Name: Southern Current LLC

By: 
Printed Name: Paul Fleury
Title: Manager
Date: 7/24/19

Hanses Solar Farm, LLC
Galloway Solar Farm, LLC
Galloway Trust Solar Farm, LLC
Pottersville Solar Farm, LLC
Matteson Solar Farm, LLC
Taft Road Solar Farm, LLC
40th Avenue Solar Farm, LLC
Coldwater East Solar Farm, LLC
Darby Road Solar Farm, LLC
Jefferson Road Solar Farm, LLC
Orleans Solar Farm, LLC
Brooklyn Road Solar Farm, LLC
Case Road Solar Farm, LLC
Vicary Road Solar Farm, LLC

Solar Development Group, LLC, on behalf of itself and its wholly owned subsidiaries above:

By: 

Printed Name: Julia Martin

Title: Manager of Wholly Owned Subsidiaries above

Date: July 26th, 2019



Entity Name: Cooperative Solar LLC

By: Latham Grimes

Printed Name: Latham Grimes

Title: Manager

Date: July 31, 2019

Entity Name: Innum Solar Incorporated


By: 
Printed Name: Steven Chiaricello
Title: CFO
Date: 8/5/19

EXHIBIT A – SETTLEMENT TERM SHEET

1. Upon execution of a settlement agreement based on the terms below, the parties will jointly work to implement the settlement in a way that broadly resolves the PURPA rights, if any, of QFs and other projects in Consumers Energy Company's ("Consumers Energy" or the "Company") interconnection queue as of June 7, 2019, the date of the MPSC's order approving the settlement agreement in Case No. U-20165 (the "Cutoff Date"), and that binds as many of those projects as possible. Implementation of the settlement may be through a contractual process, a proceeding at the MPSC, or some other option to be determined upon agreement to the terms below.
2. The parties agree that 414 MWac will be awarded to QFs at or below 20 MWac in the Company's interconnection queue as of the Cutoff Date, and that those QFs would be eligible to enter into PPAs at the energy + MISO PRA ("Energy Only") rate set forth in Case No. U-18090. The 414 MWac will be allocated to eligible projects (the "Award Queue") as provided in paragraph 5. In addition to the Award Queue, 170 additional MWac will be awarded to QFs at or below 20 MWac in the Company's interconnection queue as of the Cutoff Date, and those QFs would be eligible to enter into PPAs at the Full Avoided Cost ("FAC") rate set forth in Case No. U-18090. This 170 MWac will be allocated to eligible projects (the "FAC Queue") as provided in paragraph 4. QFs and other projects not receiving or acquiring an allocation from the 414 MWac or not in the FAC Queue would be eligible to receive contracts and/or avoided cost rates in the manner set forth in the settlement agreement approved by the Michigan Public Service Commission ("MPSC" or the "Commission") on June 7, 2019, in Case No. U-20165.
3. The parties agree that the PPA utilized for all QFs awarded a contract under this agreement would be the current (as of June 2019) Commission-approved standard offer PPA for QFs at or below 2 MWac and the current (as of June 2019) Commission-approved standard offer PPA with the following modifications for QFs greater than 2 MWac:
 - a. A line loss factor of 2.71% shall apply to any project interconnected below 46kV. A line loss factor of 1.8% shall be applied to projects interconnected at voltages greater than or equal to 46kV;
 - b. 7.1 – Capacity Payment: delete second paragraph. The methodology used to calculate Zonal Resource Credits will be based on time of delivery;
 - c. 8.3 – Administrative Charge: capped at \$1,000/month (indexed from a 2019 baseline);
 - d. 4.3 – Start Date: grace period for Outside Start Date stays as currently exists in standard offer PPA (240 days);
 - e. The QF would have the right to terminate the PPA if the QF has not received an Engineering Review as of the date of PPA execution and interconnection costs as estimated in the final subsequently delivered

Engineering Review (accounting for all interdependent costs allocated to the QF) exceed \$75,000 per project MWac, provided that the QF must give notice to the Company of PPA termination under this subparagraph 3.e. within 30 days of receiving a final Engineering Review; and

- f. Surety bond can be provided for Earnest Money Deposit.
4. Within 15 days of the Commission's approval of the settlement agreement, Consumers would enter into FAC rate PPAs with QFs in the FAC queue. The FAC Queue will include QFs and other projects in the first 150 MW of the Company's interconnection queue as of the Cutoff Date, except that (i) sPower Development Company's ("sPower") award within the FAC Queue will be reduced from 95 MWac to 75 MWac, (ii) Geronimo Energy ("Geronimo") will be awarded 40 MWac within the FAC Queue, and (iii) Cypress Creek Renewables will be entitled to replace ten 2 MW projects in the first 150 MW of the Company's interconnection queue as of the Cutoff Date with any one 20 MW project in Consumers Energy's interconnection queue as of the Cutoff Date. With these adjustments, the FAC Queue will include a total of 170 MWac of projects. If a project slated to receive an award in the FAC Queue declines to execute a PPA, Consumers will add the next project(s) in its interconnection queue to the FAC Queue such that the FAC Queue will still consist of 170 MWac; if one or more projects move up into the FAC Queue under this provision, Consumers would enter into PPAs with those projects within 15 days of the project being added to the FAC Queue. After the award of 75 MW to sPower and 40 MW to Geronimo, if the last project reached has a proposed capacity greater than the remaining MWac in the FAC Queue, the last project's developer will be allowed to downsize its project to conform to the available FAC Queue capacity without losing its position in the interconnection queue.
5. The parties agree that the allocation of the 414 MWac to the Award Queue would be as follows:
- a. After the award of the 170 MWac of FAC PPAs, 414 MWac of Energy Only rate PPA rights would be awarded to eligible projects in the Company's interconnection queue as of the "Cutoff Date".
 - b. Eligibility requirements as of application for allocation would be (a) current status in the interconnection queue (i.e., either a complete application and up-to-date payment of fees or pending the Company's determination of completeness); (b) FERC QF certification, (c) site control through ownership, lease, or option to purchase or lease for 20-year PPA term; and (d) execution by the QF's parent company of a binding commitment, on behalf of itself and the QF, to abide by the settlement agreement.
 - c. Within 30 calendar days of approval of the settlement agreement by the MPSC, each developer with eligible projects wishing to participate in the settlement agreement must send a statement to the Company confirming its commitment to abide by the settlement agreement and identifying those eligible projects they wish to include in the allocation process and provide the Company with documentation of project eligibility. The Company

will have 30 days to confirm project eligibility and shall advise each developer of its determination. If the Company identifies a defect in a developer's eligibility determination, it shall promptly inform the developer, who shall have five business days to cure such defect. At the conclusion of all such cure periods, the Company will notify all eligible developers of their allocation award (the "Allocation Date"). The Company shall also provide developers with a form, to be executed by both the transferor and transferee, to be used to document transfers of allocation awards pursuant to subparagraphs 5.g. and 5.i.

- d. The 414 MWac would be allocated to developers on a proportional basis based on their qualifying MWac in the Company's interconnection queue as of three specified date ranges – (a) January 1, 2017 through February 22, 2018 (date of Commission's order on motions for reconsideration) ("Bucket 1"), (b) February 23, 2018 through October 5, 2018 (date of Commission's order on reopened proceeding) ("Bucket 2"), and (c) October 6, 2018 through the Cutoff Date ("Bucket 3").
- e. In recognition of the priority and investment of earlier queued projects, Bucket 1 would be allocated 180 MWac, Bucket 2 would be allocated 150 MWac, and Bucket 3 would be allocated 84 MWac (each a "Bucket Allocation Amount"). Each developer in each bucket would be awarded allocation based on the application of a defined percentage factor to its total number of eligible MWac in the bucket. The percentage factor would be derived by dividing each Bucket Allocation Amount by the total number of eligible MWac in the bucket. For example, if Bucket 1 contains 825 MWac of eligible projects, each developer in Bucket 1 would receive an allocation of 21.8% ($180/825$) of its eligible MWac in Bucket 1. Any positive or negative percent adjustments needed to get to 414 MWac total for any reason will be applied to Bucket 3.
- f. In recognition of its award of 40 MW in the FAC Queue, Geronimo will not be eligible for any additional award in the Award Queue. However, a Geronimo project that would otherwise be eligible for participation in the Award Queue (i) may acquire allocation from other developers and, to the extent of such allocation, may participate in the Award Queue, or (ii) be acquired by another developer and, to the extent that such developer has sufficient allocation to support the project, may participate in the Award Queue.
- g. Awarded MWac can be aggregated and/or transferred within and among developers who submitted eligible projects (and across buckets) for 30 days. No later than 30 days after the Allocation Date, any developer holding and wishing to utilize its allocation shall notify the Company of the specific eligible project(s) that it wishes to have included in the Award Queue and shall document that it holds sufficient allocation for such project(s), as such project(s) may be downsized pursuant to subparagraph 4.i. below (the "Notification Date").

- h. Within 15 days after the Notification Date, the Company shall finalize the Award Queue, consisting of those eligible projects with sufficient allocation submitted by the Notification Date, and shall provide all such projects with an executable PPA consistent with paragraph 3. Developers shall have 30 days to return an executed PPA to the Company and the Company shall countersign and return the PPA to the developer within 15 days.
 - i. If, after the execution of a PPA but prior to reaching the Start Date (as defined in the PPA), a QF is terminated for any reason, the QF may, after providing notice to the Company, transfer its allocation in the Award Queue to another eligible QF; provided, however, that no such transfer may occur more than two years after the Notification Date. For the avoidance of doubt, in the case of such QF termination, (i) the allocation may be transferred to any other eligible QF in the Company's interconnection queue as of the Cutoff Date, regardless of owner, and (ii) an allocation may be transferred multiple times within the two-year period. Any QF receiving an allocation after the initial formation of the Award Queue shall be considered part of a Supplemental Award Queue.
 - j. A developer may downsize a project size to match its queue award without losing its position in the interconnection queue, provided that the developer provides notice of such downsizing by the Notification Date.
- 6. The parties agree to the following regarding the interconnection of the FAC Queue, the Award Queue, and the Supplemental Award Queue, provided that sPower's four projects in the FAC queue may be addressed by Consumers Energy separately under the terms of an independent settlement agreement between sPower and Consumers Energy:
 - a. The Company will use commercially reasonable efforts to complete and/or revise engineering reviews and distribution system studies for all projects in the Award Queue and all projects in the separate FAC Queue within twelve months of the finalization of the Award Queue. All projects in the FAC Queue, the Award Queue, and the Supplemental Queue will be studied in sequential order in accordance with Consumers' current practice, under which a project that completes the requirements of one stage of the interconnection study process before projects previously ahead of it in the queue moves forward in priority ahead of those previously superior projects; provided, however, that (i) projects in the FAC Queue, the Award Queue, and the Supplemental Award Queue will be studied on a priority basis ahead of QF projects that are not, so long as the project developer complies with its obligations under the MPSC's current Electric Interconnection and Net Metering Standards ("Interconnection Standards"), and (ii) projects in the FAC Queue and the Award Queue will be studied ahead of projects in the Supplemental Award Queue.

- b. The Company will use commercially reasonable efforts to (i) interconnect all projects in the FAC Queue, the Award Queue, and the Supplemental Award Queue by September 1, 2023; and (ii) interconnect a minimum of 150 MWac of projects each year, to the extent at least 150 MWac of projects execute necessary interconnection agreements each year, beginning in 2020. For the avoidance of doubt, the Company's failure to interconnect a project by the Outside Start Date in the project's PPA shall constitute a Buyer-caused delay that proportionally extends the QF's Outside Start Date under the PPA. Construction of interconnection facilities and any required network upgrades for projects in the FAC Queue, the Award Queue, and the Supplemental Queue will be commenced in the relative order in which projects enter into fully executed facilities agreements and generator interconnection agreements with the Company. Beginning on December 31, 2020 and each year thereafter, the Company shall make available reasonable documentation evidencing its compliance with the 150 MWac interconnection minimum described in this subparagraph 5.b.
 - c. A waiver of the Interconnection Standards, if necessary, would be requested by the Company, and supported by the parties to the Settlement Agreement, to allow the FAC Queue, the Award Queue, and the Supplemental Award Queue to be processed as set forth in this agreement. Such waiver will also provide the Company with the ability to process interconnection applications for projects not awarded PPAs subject to this agreement on a separate track in accordance with the current MPSC Interconnection Standards (i.e., non-QF applicants; applications from Category 1, Category 2, and Category 3 generators as defined by the Interconnection Standards; applicants seeking to modify existing generators; and projects eligible for PPAs under the Company's IRP).
 - d. The Settlement Agreement would be conditioned on Commission approval of the Settlement Agreement, including all Interconnection Standards waivers necessary to implement the allocation and interconnection provisions. Except where expressly modified in this agreement, the Commission's existing Interconnection Standards and the Company's existing interconnection procedures and practices will be followed.
7. The parties agree that the question whether QFs not covered by this settlement agreement that enter into PPAs pursuant to the modified PURPA implementation regime set forth in the settlement agreement approved by the Commission in Case No. U-20165 may bid into future RFPs to replace an existing PPA with an RFP PPA has not been resolved and, if raised, will be addressed in future proceedings. However, no party will use this question to challenge the settlement agreement or the Commission's approval of that agreement in Case No. U-20165, consistent with paragraphs 8 and 9.
8. Upon execution of this settlement agreement, the parties agree to work in concert to stay, or to suspend or extend the schedule, of any pending litigation pertaining to the subject matter of the settlement agreement, including pending PURPA complaints at the MPSC and

Geronimo's appeal of the MPSC's order in Case No. U-18090, pending the Commission's approval of the settlement agreement.

9. Upon the Commission's approval of this settlement agreement, the parties agree that any QF that is a signatory to this agreement (or that commits to comply with this agreement pursuant to subparagraphs 5.b. and c.) that has filed a complaint against the Company related to PURPA and/or interconnection matters will withdraw its complaint, and no QF or any other signatory to this agreement (or QF that commits to comply with this agreement pursuant to subparagraphs 5.b. and c.) will appeal an order approving the settlement agreement in Case No. U-20165, or in any way challenge the Commission's June 7, 2019 Order in that case at FERC, in court, or in any other forum. Furthermore, Geronimo will withdraw its appeal of the Commission's orders in Case No. U-18090, and Consumers Energy will not seek rehearing of or appeal the Commission's June 7, 2019 order denying the Company's petitions to rescind the current tariff and avoided cost rates in Case No. U-18090 and Case No. U-20469.

List of Signatories to Settlement Agreement – As of August 8, 2019

Consumers Energy Company	Burt Solar, LLC
Michigan Public Service Commission Staff	Byrne Solar, LLC
Solar Energy Industries Association	Cadillac Solar, LLC
Cypress Creek Renewables, LLC and its wholly-owned subsidiaries identified on Schedule CCR	Canal Solar, LLC
13 Mile Solar, LLC	Capetown Solar, LLC
Abhurite Solar, LLC	Captain Solar, LLC
Adamite Solar, LLC	Castleton Solar, LLC
Adams Solar, LLC	Cayenne Solar, LLC
Addle Solar, LLC	Cloudbreak Solar, LLC
Agrelite Solar, LLC	Cobb Solar, LLC
Agroscape Solar, LLC	Coldwater Solar, LLC
Alacrity Solar, LLC	Columbia Solar, LLC
Albion North Solar, LLC	Coman Solar, LLC
Alma Solar, LLC	Congo Solar, LLC
Alpinist Solar, LLC	Coolidge Solar, LLC
Aluminum Solar, LLC	Copenhagen Solar, LLC
AMT Solar, LLC	Coronado Solar, LLC
Anatole Solar, LLC	Cowboy Solar, LLC
Angola Solar, LLC	Custer Solar, LLC
Arb Solar, LLC	Dantes Solar, LLC
Arctite Solar, LLC	Demings Solar, LLC
Arrowhead Solar, LLC	Devils Lake Solar, LLC
Artisan Solar, LLC	Dimanche Solar, LLC
Asparagus Solar, LLC	Domingo Solar, LLC
Atom Solar, LLC	Donny Solar, LLC
Au Gres Solar, LLC	Douglass Solar, LLC
Aubil Solar, LLC	Dram Solar, LLC
Aurelius Solar, LLC	Duffield Solar, LLC
Babbitt Solar, LLC	Durban Solar, LLC
Bamboo Solar, LLC	El Ray Solar, LLC
Banfield Solar, LLC	Elsie Solar, LLC
Barkskin Solar, LLC	Endymion Solar, LLC
Beaverton Solar, LLC	Esmarelda Solar, LLC
Belgrade Solar, LLC	Fabienne Solar, LLC
Bellburns Solar, LLC	Famous Rays Solar, LLC
Beryllium Solar, LLC	Ferris Solar, LLC
Bibbins Solar, LLC	Fillmore Solar, LLC
Big Prairie Solar, LLC	Flanker Solar, LLC
Big Stone Solar, LLC	Florence Solar, LLC
Bluebird Solar, LLC	Fortunate Sun Solar, LLC
Bodega Solar, LLC	Frehley Solar, LLC
Bohne Solar, LLC	Frontier Solar, LLC
Booth Drain Solar, LLC	Frontier's Edge Solar, LLC
Borelly Solar, LLC	Fulton Solar, LLC
Bradshaw Solar, LLC	Geddes 1 Solar, LLC
Brandt Solar, LLC	Geddes 2 Solar, LLC
Breckenridge Solar, LLC	Gladwin Solar, LLC
Brogan Solar, LLC	Glennie Solar, LLC
Buena Vista Solar, LLC	Gobi Solar, LLC
Bullhead Solar, LLC	Goethe Solar, LLC
Bunny Solar, LLC	Gola Solar, LLC
Burns Park Solar, LLC	Goldfinch Solar, LLC
Burr Solar, LLC	Gordonville Solar, LLC
	Gorman Solar, LLC
	Granite Solar, LLC
	Greasy Jim Solar, LLC
	Grimke Solar, LLC

List of Signatories to Settlement Agreement – As of August 8, 2019

Groucho Solar, LLC	McKinley Solar, LLC
Grover Solar, LLC	Menelaus Solar, LLC
Gull Lake Solar, LLC	Mia Solar, LLC
Hanging Gardens Solar, LLC	Minos Solar, LLC
Hatchet Solar, LLC	Mir Solar, LLC
Hazel Solar, LLC	Miracle Max Solar, LLC
Hendershot Solar, LLC	Misteguay Solar, LLC
Hermosa Solar, LLC	Mitten Solar, LLC
Herring Solar, LLC	Moonbeam Solar, LLC
Hogan Solar, LLC	Morse Solar, LLC
Honey 1 Solar, LLC	Mumbai Solar, LLC
Horton Solar, LLC	Neutron Solar, LLC
Hubbard Lake Solar, LLC	Numatism Solar, LLC
Hyperion Solar, LLC	Oak Grove Solar, LLC
Ignatius Solar, LLC	Oberlin Solar, LLC
Ikeya Solar, LLC	Odawa Solar, LLC
Imaeda Solar, LLC	Olivier Solar, LLC
Incandenza Solar, LLC	Onsted Solar, LLC
Interchange Solar, LLC	Otisville Solar, LLC
Iron Solar, LLC	Ovid Solar, LLC
Jack Francis Solar, LLC	Pannonica Solar, LLC
Jackie Solar, LLC	Parma Solar, LLC
Jacks Lake Solar, LLC	Patron Solar, LLC
Jeffery Solar, LLC	Pazar Solar, LLC
Jellyfish Solar, LLC	Peppers Solar, LLC
Jimmie Solar, LLC	Petty Solar, LLC
Jody Solar, LLC	Polk Solar, LLC
Johnsfield Solar, LLC	Powel Solar, LLC
Jolly Garden Solar, LLC	Prairie Creek Solar, LLC
Jordanelle Solar, LLC	Prometheus Solar, LLC
Kaline Solar, LLC	Puck Solar, LLC
Keitel Solar, LLC	Rambling Man Solar, LLC
Kellen Solar, LLC	Reading Solar, LLC
Kennan Solar, LLC	Roethke Solar, LLC
Khonsu Solar, LLC	Rosco Solar, LLC
Kinbote Solar, LLC	Rosemary Solar, LLC
Kissinger Solar, LLC	Rothko Solar, LLC
Knockhill Solar, LLC	Ruth Solar, LLC
Knowlton Solar, LLC	Salt Lake Solar, LLC
Kochville Solar, LLC	Saltine Solar, LLC
Kofi Solar, LLC	Sand Creek Solar, LLC
Kubrick Solar, LLC	Santiago Solar, LLC
Laughing Whitefish Solar, LLC	Seeger Solar, LLC
Lebowski Solar, LLC	Shanti Solar, LLC
Lightfoot Solar, LLC	Sharpe Solar, LLC
Lighthouse Solar, LLC	Shipsterns Solar, LLC
Lineman Solar, LLC	Sinbad Solar, LLC
Litchfield Solar, LLC	Slee Solar, LLC
Littlefield Solar, LLC	Snare Solar, LLC
Long Lake Solar, LLC	Snowpiercer Solar, LLC
Macbeth Solar, LLC	Solis Solar, LLC
Mako Solar, LLC	Southside Solar, LLC
Malbec Solar, LLC	St. Joseph Solar, LLC
Malibu Solar, LLC	Sticks Solar, LLC
Marty Solar, LLC	Stockholm Solar, LLC
Maude Solar, LLC	Stoneheart Solar, LLC
May Shannon Solar, LLC	Striker Solar, LLC

List of Signatories to Settlement Agreement – As of August 8, 2019

Stubbs Solar, LLC	Blue Elk Solar, LLC
Sunbelievable Solar, LLC	Blue Elk Solar Holdings, LLC
Sunny Acres Solar, LLC	Blue Elk Solar I, LLC
Sanskrit Solar, LLC	Blue Elk Solar II, LLC
Surbrook Solar, LLC	Blue Elk Solar III, LLC
Swan Creek Solar, LLC	Blue Elk Solar IV, LLC
Swartz Solar, LLC	Blue Elk Solar V, LLC
Swede Solar, LLC	Blue Elk Solar VI, LLC
Taft Solar, LLC	Blue Elk Solar VII, LLC
Tangiers Solar, LLC	Blue Elk Solar VIII, LLC
Teppe Solar, LLC	
Thayne Solar, LLC	Albrow Creek Solar, LLC
Thornapple Solar, LLC	Basswood Solar, LLC
Thumper Solar, LLC	Beebe Creek Solar, LLC
Tieman Solar, LLC	Big Mitten Solar, LLC
Titanium Solar, LLC	Brooklyn Solar, LLC
Tittabawasee Solar, LLC	Corwin Solar, LLC
Topanga Solar, LLC	Duck Lake Solar, LLC
Tortuga Solar, LLC	Equinox Solar, LLC
Trammell Solar, LLC	Grass Lake Solar, LLC
Treasure Solar, LLC	Hanover Solar, LLC
Tunis Solar, LLC	Hutchins Lake Solar, LLC
Turtle Solar, LLC	Lakeview Solar, LLC
Twin Lake Solar, LLC	Mackey Brook Solar, LLC
Twining Solar, LLC	Manchester Solar, LLC
Typhon Solar, LLC	New Sun Solar, LLC
Uli Solar, LLC	North Adams Solar, LLC
Ulysses Solar, LLC	North Branch Solar, LLC
Union City Solar, LLC	Parkside Solar, LLC
Van Buren Solar, LLC	Pittsford Solar, LLC
Victors Solar, LLC	Ransom Solar, LLC
Vincent Solar, LLC	Red Run Solar, LLC
Waldron Solar, LLC	Sandhill Solar, LLC
West Hyperion Solar, LLC	Silver Creek Solar, LLC
Whittum Solar, LLC	Somerset Solar, LLC
Willford Solar, LLC	Spicebush Solar, LLC
Wilmore Solar, LLC	Springport Solar, LLC
Woodlander Solar, LLC	Stony Lake Solar, LLC
Woodley Solar, LLC	Swains Lake Solar, LLC
Woodrow Solar, LLC	Tamarack Solar, LLC
Zadie Solar, LLC	Turkey Ridge Solar, LLC
Zed Solar, LLC	Waterman Solar, LLC
Zeno Solar, LLC	Whitewood Creek Solar, LLC
Zermatt Solar, LLC	Wishbone Solar, LLC
Michigan Current, LLC, on its own behalf and in its authorized capacity on behalf of the entities identified below:	Birch Creek Development, LLC
Tewes Solar, LLC	Harvest Energy Solutions LLC
Leffingwell Solar, LLC	
Brooks Solar, LLC	Renewable Properties, LLC
L&G Solar, LLC	Wildcat Renewables, LLC and its affiliates and subsidiaries
Duffey Solar, LLC	
Hunt Solar, LLC	
Putnik Solar, LLC	
Fleck Solar I, LLC	
Fleck Solar II, LLC	

List of Signatories to Settlement Agreement – As of August 8, 2019

Geronimo Energy, LLC	Inovateus Solar, LLC
Bingham Solar, LLC	
Temperance Solar, LLC	Calvert Energy LLC
Burlington Solar, LLC	
Genesee Solar, LLC	Leeks Solar Energy Center LLC
Geronimo White Pine Solar, LLC	
OneEnergy Development, LLC and its affiliates (listed below)	Ranger Power LLC
Bobolink Solar, LLC	Pine Gate Renewables, LLC
Bobwhite Solar, LLC	
Cormorant Solar, LLC	Renergetica USA Corporation, on behalf of itself and its wholly owned subsidiaries:
Crossbill Solar, LLC	Cement Solar Farm LLC
Flycatcher Solar, LLC	15 Mile Solar Farm, LLC
Kingfisher Solar, LLC	Hubel Solar Farm, LLC
OE Kestrel Solar, LLC	Swanson Solar Farm, LLC
OE Longspur Solar, LLC	Gray Solar Farm LLC
OE Meadowlark Solar, LLC	Waskevich Solar Farm, LLC
OE Merlin Solar, LLC	Wetters Solar Farm LLC
Oriole Solar, LLC	Wackerle Solar Farm, LLC
Parula Solar, LLC	West M-55 Solar Farm, LLC
Sandpiper Solar, LLC	Linden Road Solar Farm, LLC
Scoter Solar, LLC	East Grand River Solar, LLC
Shearwater Solar, LLC	Lyons Road Solar Farm X, LLC
Siskin Solar, LLC	Harwood Solar Farm, LLC
Tanager Solar, LLC	West Price Solar Farm, LLC
Teal Solar, LLC	E State Road Solar Farm LLC
Towhee Solar, LLC	East Grand River Solar Farm 2, LLC
Turnstone Solar, LLC	W Stanton Road Solar Farm 1, LLC
Violetear Solar, LLC	W Stanton Road Solar Farm 2, LLC
Vireo Solar, LLC	Garfield Solar Farm, LLC
Waxwing Solar, LLC	Carpenter Road Solar, LLC
Whimbrel Solar, LLC	Wilber Road Solar Farm, LLC
	Weaver Road Solar Farm, LLC
Riverside Solar, LLC	Townline Road Solar Farm, LLC
Dixie Highway Solar, LLC	Riley Street Solar Farm, LLC
Burton Solar, LLC	Maple Ridge Road Solar Farm, LLC
Burr Oak Solar, LLC	Maple Ridge Road Solar Farm 2, LLC
White Star Solar, LLC	Kneeland Road Solar Farm, LLC
Knox Solar, LLC	M65 Solar Farm, LLC
Long Road Solar, LLC	Huron Road Solar Farm, LLC
King Solar, LLC	Greenwood Road Solar Farm, LLC
Pewamo Solar, LLC	Lyons Road Solar Farm, LLC
Wheatland Solar, LLC	Ziegler Solar Farm LLC
Vermontville Solar, LLC	
Ionia Solar, LLC	Inman Solar Incorporated
Onion Creek Solar, LLC	
Fife Solar, LLC	Solar Development Solutions LLC, on behalf of itself and its wholly owned subsidiaries:
Fruitport Solar, LLC	Luce Road Solar Farm, LLC
Fifteen Mile Road Solar, LLC	19 Mile Road Solar Farm LLC
Irish Road Solar, LLC	72nd St Solar Farm, LLC
Argentine Solar, LLC	Peck Road Solar Farm LLC
Davison Solar, LLC	
Turning Point Energy, LLC	Southern Current LLC
Ameresco, Inc.	

List of Signatories to Settlement Agreement – As of August 8, 2019

Solar Development Group, LLC,
on behalf of itself and its wholly owned subsidiaries:

Hanes Solar Farm, LLC
Galloway Solar Farm, LLC
Galloway Trust Solar Farm, LLC
Pottersville Solar Farm, LLC
Matteson Solar Farm, LLC
Taft Road Solar Farm, LLC
40th Avenue Solar Farm, LLC
Coldwater East Solar Farm, LLC
Darby Road Solar Farm, LLC
Jefferson Road Solar Farm, LLC
Orleans Solar Farm, LLC
Brooklyn Road Solar Farm, LLC
Case Road Solar Farm, LLC
Vicary Road Solar Farm, LLC

Cooperative Solar LLC


PROOF OF SERVICE

STATE OF MICHIGAN)

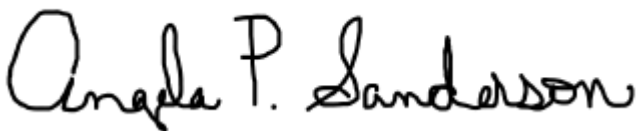
Case No. U-20615 *et al.*

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on September 11, 2019 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).


Brianna Brown

Subscribed and sworn to before me
this 11th day of September 2019.



Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2024

Service List for Case: U-20615

Name	Email Address
Consumers Energy Company 1 of 2	mpsc.filings@cmsenergy.com
Consumers Energy Company 2 of 2	matorrey@cmsenergy.com
Emerson J. Hilton	emerson.hilton@cmsenergy.com

Service List for Case: U-20500

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Consumers Energy Company 2 of 2	matorrey@cmsenergy.com
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Justin Ooms	jkooms@varnumlaw.com
Michael C. Rampe	michael.rampe@cmsenergy.com
Robert W. Beach	robert.beach@cmsenergy.com
Sally Wallace	wallaces2@michigan.gov
sPower Development Company LLC	ic@spower.com
Timothy J. Lundgren	tjlundgren@varnumlaw.com

Service List for Case: U-20516

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Heather M.S. Durian	durianh@michigan.gov
Jennifer U. Heston	jheston@fraserlawfirm.com
Kandra Robbins	robbinsk1@michigan.gov
Michael C. Rampe	michael.rampe@cmsenergy.com
Robert W. Beach	robert.beach@cmsenergy.com
Spencer A. Sattler	sattlers@michigan.gov

Service List for Case: U-20558

Name	Email Address
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Consumers Energy Company 2 of 2	matorrey@cmsenergy.com
Emerson J. Hilton	emerson.hilton@cmsenergy.com
Heather M.S. Durian	durianh@michigan.gov
Michael C. Rampe	michael.rampe@cmsenergy.com
Monica M. Stephens	stephensm11@michigan.gov
Robert W. Beach	robert.beach@cmsenergy.com
Sharon Feldman	feldmans@michigan.gov
Timothy J. Lundgren	tjlundgren@varnumlaw.com

Service List for Case: U-20565

Name	Email Address
Benjamin J. Holwerda	holwerdab@michigan.gov
Consumers Energy Company 1 of 2	mpsc.filings@cmsenergy.com
Consumers Energy Company 2 of 2	matorrey@cmsenergy.com
Geronimo Energy	betsy@geronimoenergy.com
Heather M.S. Durian	durianh@michigan.gov
Sharon Feldman	feldmans@michigan.gov
Theresa A.G. Staley	theresa.staley@cmsenergy.com
Timothy J. Lundgren	tjlundgren@varnumlaw.com

Service List for Case: U-20575

Name	Email Address
Benjamin J. Holwerda	holwerdab@michigan.gov
Consumers Energy Company 1 of 2	mpsc.filings@cmsenergy.com
Consumers Energy Company 2 of 2	matorrey@cmsenergy.com
Heather M.S. Durian	durianh@michigan.gov
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