



- Energy and REC Replacement Costs – Heritage will pay TCL&P replacement costs for energy and RECs attributable to a Shortfall. The Energy Replacement Cost will equal the 12-month average of the Michigan Hub Price (similar to the LMP). The REC Replacement Cost will equal market costs of purchasing RECs.
- Planned Outages – Each year before October 1, Heritage will provide TCL&P a schedule of proposed Planned Outages for the upcoming year. The schedule information will include the wind turbine(s) impacted, duration of the outage, purpose of the outage and other relevant information.
- Disputes – If the parties are unable to resolve a dispute, they will first use the services of a mutually acceptable neutral mediator in at least one mediation session. If they are unable to resolve the dispute using mediation, they may seek litigation.
- Assignment – Neither party may assign the Agreement without prior written consent of the other party.
- Insurance – Heritage will maintain insurance, at its own expense, in the form of general/commercial liability, worker’s compensation, and other forms of insurance relating to its property, operations, and facilities. TCL&P and the City of Traverse City will be named as additional insured.
- Administrative Committee – An Administrative Committee will be established to discuss administrative and technical matters that may arise in connection with the terms and conditions of the Agreement. The Committee will 1) provide liaison between the parties at the management level and exchange information with respect to significant matters of design, construction, operation and maintenance of the wind project, 2) appoint ad hoc committees to perform detailed work and conduct studies regarding matters requiring investigation, and 3) review, discuss and attempt to resolve disputes arising under the Agreement.