

Detroit Edison
[Project]
Engineering Review Agreement for
Generator Interconnection
To The Detroit Edison
Company Distribution System

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

WHEREAS, on _____, Detroit Edison received from _____ ("Project Developer") a Generator Interconnection Application and information concerning the project.

WHEREAS Detroit Edison has determined that an Engineering Review is necessary to determine whether the Detroit Edison Distribution System can accommodate the requested interconnection.

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

1. The Project Developer has requested and Detroit Edison has agreed to prepare or cause to be prepared an engineering review consistent with the Detroit Edison's procedures and Good Utility Practice¹ based on information provided by the Project Developer ("Engineering Review").

¹ Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be the accepted practices, methods, or acts generally accepted in the region.

2. Detroit Edison is permitted by the Michigan Public Service Commission to charge the Project Developer for an Engineering Review. The Project Developer shall provide a deposit as outlined below in the Deposit Schedule for the performance of the Engineering Review. Detroit Edison shall hold all deposit amounts until settlement of Project Developer's final invoice.

Detroit Edison may provide the Customer, when requested, a monthly statement of the estimated cost for the work conducted pursuant to this Engineering Review Agreement..

Deposit Schedule:

- a. Projects less than or equal to 550kW = \$0
- b. Projects greater than 550kW but less than or equal to 2 MW = \$5,000.00
- c. Projects greater than 2MW = \$10,000.00

Detroit Edison will use reasonable efforts to complete the Engineering Review.

3. The Project Developer is to return this executed Engineering Review Agreement and Deposit to Detroit Edison as soon as possible. The interconnection process will not proceed until the fully executed Engineering Review Agreement and Deposit is received.
4. Any Engineering Review fees shall be based on Detroit Edison's actual costs including overheads and will be invoiced to Project Developer after the Engineering Review is completed.
5. Project Developer shall pay any Engineering Review fees that exceed the deposit without interest within 30 calendar days of receipt of such invoice. If the deposit exceeds the invoiced fees, Detroit Edison shall refund such excess within 30 calendar days of the invoice without interest. If payment in full is not received within 30 days, interest will accrue on all unpaid amounts at the rate of 2% per month. If payment in full is not received within 60 days after Project Developer's receipt of the invoice, the Project Developer shall be deemed in breach of this Engineering Review Agreement and shall forfeit all deposited amounts.

If the Project Developer elects to go forward with the Interconnection Project to Detroit Edison's Distribution System, the Project Developer will enter into a separate agreement for a Distribution Study and/or Distribution Upgrades based on the outcome of the Engineering Review and effects of the Generator's interconnection to Detroit Edison's Distribution System.

6. Detroit Edison shall supply a copy of the completed Engineering Review to the Project Developer upon Detroit Edison's reconciliation of the Engineering Review Invoice and receipt of payment in full.
7. Project Developer will have 180 calendar days (which may be shortened by the MPSC) from the following date to execute this Engineering Review Agreement and return to Detroit Edison: mm/dd /yyyy. If not completed and returned by this date the interconnection requested will be deemed withdrawn.
8. Detroit Edison will attempt to coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems² with the Affected Systems Operators and, if possible, include those results (if available) in its Engineering Review. Affected System studies and associated study fees are initiated by a separate agreement and payment between the Project Developer and Affected system owner.
9. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party, or its designated agent, as indicated below.
10. This Agreement is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings.

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

The Detroit Edison Company

Project Developer

By:

By:

(Signature)

(Signature)

(Typewritten or Printed Name)

(Typewritten or Printed Name)

Title

Title

Date

Date

² Affected System shall mean an electric transmission or distribution system or the electric system associated with an existing generation facility or of a higher queued Generating Facility, which is an electric system other than the Distribution System that may be affected by the Interconnection Request.