



## DETROIT EDISON-OWNED SOLAR PILOT PROGRAM

The Detroit Edison Company (DECo), a DTE Energy Company, is implementing a 15 MW utility owned and operated, multi-year solar pilot program in compliance with the Michigan Clean, Renewable, and Efficient Energy Act (PA 295). As part of its compliance strategy, DECo plans to install photovoltaic (PV) systems at commercial and/or industrial customer rooftops or property throughout the DECo service territory.

<b><u>Program Parameters</u></b>	
<b>Total Program Size:</b>	Limited to 15 MW of installed capacity. Estimated total capital spend is \$112 million. 5 MW will be built in 2010 and 2011
<b>Site Selection Criteria:</b>	<ol style="list-style-type: none"><li>1. Criteria for suitable sites will be determined based on responses provided to a <u>Solicitation of Interest</u> by customers interested in hosting a DECo-owned PV system. Those sites selected will be sized and configured with the Customer through a standard site Easement Agreement.</li><li>2. We're interested in installing PV systems at businesses, educational institutions and non-profit organizations.</li></ol>
<b>Customer Requirements:</b>	<ol style="list-style-type: none"><li>1. An Electric customer and located in Detroit Edison's service territory.</li><li>2. Customer should own their property and/or structure where the PV system would be located.</li><li>3. Must have a minimum of 15,000 sq\ft of usable space required to install either a rooftop or ground mounted PV system.</li><li>4. Must agree to the Terms and Conditions of the "Solar Power Easement Agreement".</li></ol>
<b>System Size:</b>	DECO plans to install system sizes greater than 100 kW DC and less than 500 kW DC.

**General Terms and Conditions of Easement Agreement**

<b>PV System Owner:</b>	Detroit Edison Company
<b>Term of Agreement:</b>	Twenty (20) Years
<b>Customers Electrical Requirements:</b>	Customer shall remain for the duration of the contract a full-service bundled customer of Detroit Edison at the premises on which the PV system is located.
<b>Customer Compensation:</b>	<ol style="list-style-type: none"> <li>1. <u>One-time Construction Payment</u>: Detroit Edison agrees to pay Customer a lump sum of \$1,000 to \$5,000 base on system size installed upon execution of the Agreement in the form of a check.</li> <li>2. <u>Annual Payments</u>: Commencing upon the commercial operation of the PV system, Detroit Edison will pay the Customer annually the sum of \$2,000 -\$7,500 based on system size installed as a credit on their energy bill.</li> </ol>
<b>System Owner Rights and Responsibilities:</b>	<ol style="list-style-type: none"> <li>1. Detroit Edison will incur the expense to install and maintain the PV system.</li> <li>2. Detroit Edison will be solely responsible for the operation and maintenance of the PV system.</li> <li>3. Detroit Edison will receive all energy, capacity and environmental and/or renewable attributes generated by the PV system.</li> <li>4. Detroit Edison may assign its rights and obligations under this agreement to a subsidiary or affiliate of DTE Energy without the prior consent or approval of the customer.</li> </ol>
<b>Customer Rights and Responsibilities:</b>	<ol style="list-style-type: none"> <li>1. Customer will provide Detroit Edison easement rights to locate the PV system on the customer’s property.</li> <li>2. Customer will use commercially reasonable efforts to maintain the site in good condition and repair.</li> <li>3. Customer will have the right to review and approve Detroit Edison’s plans and specifications for the PV system but such approval should not be unreasonably withheld.</li> <li>4. Customer may assign its rights and obligations under the Agreement to a purchaser, transferee or lessee of the premises without Detroit Edison’s prior consent.</li> </ol>