

**ATTACHMENT A: CONSTRUCTION AGREEMENT  
For Generator Interconnection to DTE Electric’s System  
BETWEEN DTE ELECTRIC COMPANY**

**AND**

**Project Name (DE-#####)**

WHEREAS, DTE Electric received from \_\_\_\_\_ (“Project Developer”) submitted by agent \_\_\_\_\_ a ### kW / ### kVA generator interconnection application with an export capacity of ### kW and information concerning Project Developer’s project (“Interconnection Request”) for a Level # project for a system of type \_\_\_\_\_ for a generator of type \_\_\_\_\_ proposing to interconnect at \_\_\_\_\_ location with project number DE-#### assigned by DTE Electric on MM/DD/YYYY.

(DTE Electric and Project Developer may be referred to individually as a “Party” or, collectively, as the “Parties.”); and

WHEREAS, This Agreement does not address the sale of electricity to or from DTE; and

WHEREAS, This Agreement does not address the operation of Interconnection Project; and

WHEREAS, This Agreement does not Authorize the Interconnection to operate in Parallel with the DTE Electric System; and

WHEREAS DTE Electric has determined that its distribution system requires modification and/or construction to accommodate the proposed Interconnection Project (referred to collectively as the “Distribution System Upgrades”) as identified in Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, DTE Electric and Project Developer agree to enter into this Agreement and agree as follows:

1. The scope and the estimated cost for the Distribution System Upgrades are identified in Appendix A of this agreement. Project Developer shall pay DTE Electric the estimated costs for Distribution System Upgrades identified in Appendix A of this agreement (“Estimated Costs”). Upon authorization of the Interconnection Project, DTE Electric will charge Project Developer and Project Developer will pay for the Actual Costs<sup>1</sup> to design, procure, modify and/or construct the Distribution System Upgrades, and commission the Interconnection Project. If the cost to the applicant for interconnection facilities will exceed 110% of the estimate, DTE Electric will provide a summary and explanation of the costs prior to being incurred. If the cost for interconnection facilities will exceed 125% of the estimate, DTE Electric will consult with the Applicant to get consent to continue.

2. Project Developer shall have Forty-Five (30) business days from [MM/DD/YYYY](#) to execute and return this Agreement to DTE Electric along with the payment of the Estimated Costs either in full or according to any payment milestones described in Appendix B. If Project Developer does not execute and return this Agreement and pay the Estimated Costs, a single fifteen (15) day extension will be granted. At the expiration of this extension, this Agreement shall terminate, the interconnection agreement shall be considered withdrawn and Project Developer shall submit a new interconnection application in accordance with R460.960
3. The term of this Agreement shall commence as of the date DTE Electric receives the executed Agreement together with payment in full of the Estimated Costs (or according to milestones in Appendix B of this agreement) and shall terminate upon the earlier of (i) satisfaction of all of the obligations of both Parties under this Agreement, (ii) Project Developer's termination of this Agreement as provided herein, or (iii) DTE Electric's authorization of the Interconnection Project as provided herein.
4. DTE Electric will use commercially reasonable efforts to complete the Distribution System Upgrades in accordance with the Accepted Project Schedule. The Accepted Project Schedule will be extended to the extent Project Developer suspends or delays the Distribution System Upgrades or DTE Electric is delayed by severe weather, strikes, supply chain issues, and other events of similar or dissimilar nature beyond the reasonable control of DTE Electric.
5. ALL WARRANTIES CONCERNING THE DISTRIBUTION SYSTEM UPGRADES OR ANY LABOR, PARTS, EQUIPMENT, OR MATERIALS PROVIDED IN CONNECTION THEREWITH, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE OF TRADE, DESCRIPTION, OR SAMPLE.
6. During performance of the Distribution System Upgrades, DTE Electric may, upon reasonable request of Project Developer, provide an update on the Distribution System Upgrades and/or the Actual Costs incurred pursuant to this Agreement.
7. During the construction by the project developer of their project, should they make a change to their site, the project developer shall inform DTE Electric of said change. If that change impacts the Distribution system upgrades, DTE Electric will provide the project developer with a new cost estimate and a new schedule. Failure by the project developer to inform DTE will result in project delays and may result in the termination of this agreement.
8. The project developer shall notify DTE Electric of any injury that occurs on site within 24 hours, and of any unsafe conditions on the site immediately. DTE Electric has the right to suspend work until the injury is explained or the unsafe condition rendered safe. Should DTE

Electric find an unsafe condition, they will notify the project developer or their designated agent immediately.

9. Project Developer may terminate this Agreement upon ten (10) days written notice to DTE Electric. In such event, Project Developer shall be responsible for all costs incurred by DTE Electric through the date of such termination, including but not limited to actual costs, any cancellation costs relating to orders or contracts for materials and equipment, costs to remediate partial or temporary construction to good working order, costs for any portion of the materials and/or equipment installed or constructed as of the date of such termination, all costs associated with the removal, relocation, reconfiguration, or other disposition or retirement of such materials, equipment, or facilities, and other expenses DTE Electric has incurred regarding the Distribution System Upgrades through the date of termination (referred to collectively as "Termination Costs"). DTE Electric will deduct all Termination Costs from the Estimated Costs paid by Project Developer upon execution of this Agreement and refund any difference as provided herein unless the Termination Costs exceed the Estimated Costs, and in such case, Project Developer shall pay the difference. In the event Project Developer terminates this Agreement as provided herein, Project Developer shall submit a new interconnection request if such service is required.

10. Upon completion of the Distribution System Upgrades and receipt of notification from Project Developer that installation of Project Developer's equipment and any required onsite testing, local code inspection and approval is complete, DTE Electric will schedule a site visit to inspect the project and witness or perform commissioning tests on Project Developer's protective equipment required by IEEE1547.1-2020, National Electric Code (NEC), National Electric Systems Code (NESC) and Good Utility Practices. Five days after the DTE internal commissioning test report is reviewed, DTE Electric will notify the Project Developer of its approval or disapproval of the interconnection. If approved, DTE Electric will provide the Project Developer with a written statement of final approval and Authorization for Parallel Operation. If not approved, DTE Electric will notify the Project Developer of the necessary corrective actions required for approval. The Project Developer, after taking corrective action, shall provide a written notification to DTE Electric. If DTE Electric is responsible for the corrective actions, then after taking corrective actions, DTE Electric will provide a written notification to the Project Developer. A site visit will be scheduled after all corrective actions are taken.

11. DTE Electric will inspect the project and witness or perform commissioning tests on the Protective Equipment, Settings, Communications and Configuration. Project Developer shall be responsible for any cost to test Project Developer protective equipment and any additional costs to complete the Interconnection Request. Any inspection provided by DTE Electric is for the purpose of determining compliance with the technical provisions of DTE Electric's rules and regulations for service and is, in no way, a guarantee of methods or appliances used by Project Developer or for the safety of the Interconnection Project.

12. Project Developer shall enter into an Interconnection Agreement with DTE Electric in coordination with this Agreement. Project Developer shall not operate the Interconnection

project in parallel with DTE Electric, even for testing, until DTE has given Authorization to Operate in Parallel.

13. Any sales of electric energy or renewable energy credits from the Interconnection Project to DTE Electric or a third party, if applicable, are subject to the execution and delivery of a separate agreement.

14. Within twenty (20) business days of providing Authorization of Parallel Operation, DTE Electric will provide Project Developer the Actual Costs incurred to complete Distribution System Upgrades and commission the Interconnection Project. DTE Electric will reconcile the Estimated Costs received from Project Developer upon execution of this Agreement with the Actual Costs incurred by DTE Electric. If the Actual Costs exceed the Estimated Costs, Project Developer shall pay the difference within twenty (20) business days from the invoice date. If the Estimated Costs are more than the Actual Costs, DTE Electric shall refund the difference within twenty (20) business days of the date of the invoice or the date of reconciliation, whichever is later.

15. To the extent not prohibited by law, Project Developer covenants and agrees that it shall hold DTE Electric, and all of its agents, employees, officers and affiliates harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person or property or both, arising directly or indirectly out of, or in connection with this Agreement, the Interconnection Project, or any of Project Developer's facilities and associated appurtenances, to which DTE Electric or any of its agents, employees, officers or affiliates may be subject or put by reason of any act, action, neglect or omission on the part of DTE Electric or the Project Developer or any of its contractors or subcontractors or any of their respective officers, agents, employees, and affiliates (excluding claims based on DTE Electric's reckless or intentional misconduct). If this Agreement is one subject to the provisions of Michigan Act No. 165, PA 1966, as amended, then Project Developer will not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of DTE Electric, or any of its officers, agents or employees. The provisions of this Subsection 12 shall survive termination or expiration of this Agreement.

16. NEITHER DTE ELECTRIC NOR PROJECT DEVELOPER SHALL BE LIABLE HEREUNDER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS OR PROFITS, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DTE ELECTRIC OR PROJECT DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL DTE ELECTRIC BE LIABLE TO PROJECT DEVELOPER FOR ANY CLAIMS, DAMAGES, LIABILITIES, COSTS, OR EXPENSES RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE THIS AGREEMENT OR THE DISTRIBUTION SYSTEM UPGRADES.

17. 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.

18. This Agreement is the complete agreement of DTE Electric and Project Developer concerning the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings whether oral or written.

19. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

20. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Project Developer may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of DTE Electric. Any assignment by Project Developer without the prior written approval of DTE Electric is null and void.

21. The parties agree that DTE Electric shall perform hereunder in the capacity of an independent contractor. Nothing in this Agreement shall be construed to mean or imply that DTE Electric is a partner, joint venturer, agent or representative of, or otherwise associated with Project Developer.

22. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

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

DTE Electric

Project Developer

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Typewritten or Printed Name)

\_\_\_\_\_  
(Typewritten or Printed Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXAMPLE SCOPE

### Appendix A: Scope and Estimate

#### Industrial/Generation Relaying:

To meet the Level # requirements, both an interconnection protective relay must be used and an anti-islanding scheme must be provided.

The relay must be selected from our approved list of relays for interconnection protection, though a SEL 751 is recommended. It must provide three phase over/under voltage and over/under frequency protection for the installation and be separate from dedicated generator protection relays. The relay must have dc power from a separate reliable source; such as a battery or UPS. DTE Electric Relay Engineering will develop the settings for the functions described above.

The customer will be responsible for the purchase, installation, calibration and testing of this new relay and any desired backup relays.

This relay must trip a device open, thus breaking parallel operation of the generators with the DTE Electric system, for adverse conditions or relay failure. It is at the customer's discretion which device they intend to trip.

Anti-islanding protection must be provided, as required from XXXX to XXXX and from XXXX to XXXX

Provision of Communications modules at each location; XXXX, XXXX and XXXX.

These devices will communicate over either a fiber, microwave, radio or Ethernet private communications network.

Customer will install all equipment at the customer owned XXXX end, including all tie ins and conduit routing.

The customer must provide DTE with drawings showing the new relay installation; including One lines, three-lines and schematics to show the complete end to end installation including trips.

These drawings must be approved, prior to any construction. Customer must closely coordinate with DTE for the installation of the DTE equipment required for anti-islanding protection, network communications and SCADA.

An on-site witness test by DTE technicians will need to be accomplished, prior to final operation to ensure protection operates as designed.

Customer will be responsible for configuring the connection to the DTE Interconnection Gateway on site as per DTE provided standards and point mappings

DTE will provide an indoor enclosure containing the following equipment:

DTE Electric: Interconnection Agreement: Attachment A: Construction Agreement

XXXXXX

Developer will then be responsible to install this enclosure and to provide all auxiliary power, control and communication connections to this enclosure, including connections to the new communications enclosure.

Note: the trip connection must be installed in parallel to the existing trip locations and the old transfer trip scheme can NOT be decommissioned until the new scheme has been installed and fully tested, if applicable. Upon completion of installation of both this box at the customer location and the work at XXXXXX and XXXX, DTE Personnel will work with XXXXXX to supervise, troubleshoot and commission the new transfer trip scheme.

### SCADA:

A DTE SCADA technician will need to visit the site to configure communications and point configurations in the RTU, terminate any new data points, and check in locally and with SOC. For this location where SCADA communications with SOC will be via IP based communications through a medium selected from the telecommunications section below.

Estimated Cost for equipment and configuration at XXXXXX site = \$\$\$\$\$

### Substations:

DTE Substation Work:

DTE will remove XXXXXX and install XXXXXXX at XXXXXX and XXXX. DTE will test equipment and commission at XXXXXX and XXX.

Estimated Cost for the above DTE Substation work = \$\$\$\$\$.

### Telecommunication

DTE will install and configure one of the following options

- Option 1: Interconnect XXXX to XXXX via XXXXX. ~## mi @ \$\$\$k per mile in accordance with DTE Communications Design.

Cost of Option 1: \$\$\$\$

- Option 2: Install XXXXXXX. Customer coordination to locate XXXX at XXXXXX site will be required.

Cost of Option 2: \$\$\$\$ plus \$\$/year O&M for XXXXXX

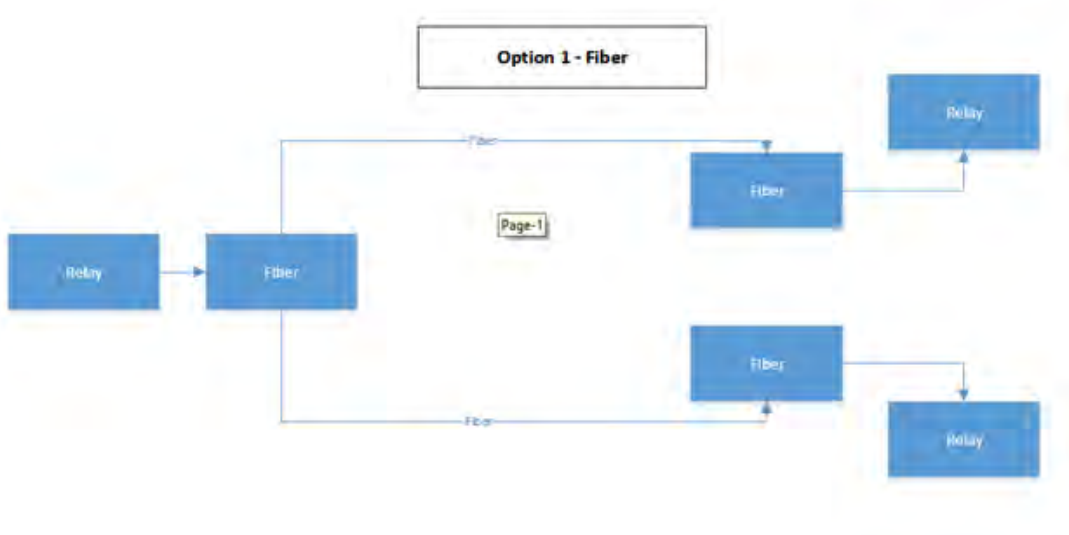


**Total Project Estimate:**

**Option 1: (Description) \$\$\$\$K**

**Option 2: (Description) \$\$\$\$K**

**Communication Diagram: EXAMPLE**



**Primary Services / Pert / Commissioning:**

Site visits, Functional Testing verifications, and Commission Testing with DTE field service personnel will need to be coordinated.

## Additional Configuration, Communications, Protection Settings:

27 - x2  
59 - x2  
32 - x1  
81o - x1  
81u - x1

### Undervoltage Elements

#### **27 element (3 phase)**

Pick Up =  $0.88 \times V_{nm}$

Delay = 2000 ms or 2s

This is intending to trip when export voltage falls below 88% Nominal Voltage  
Per IEEE 1547 Section 4.2.3

#### **27 element (3 phase)**

Pick Up =  $0.5 \times V_{nm}$

Delay = 167 ms or 10 cycles

This is intending to trip when export voltage falls below 50% Nominal Voltage  
Per IEEE 1547 Section 4.2.3

### Overvoltage Elements

#### **59 element (3 phase)**

Pickup =  $1.1 \times V_{nm}$

Delay = 1000 ms or 1s

This is intending to trip when export voltage rises above 110% Nominal Voltage  
Per IEEE 1547 Section 4.2.3

#### **59 element (3 phase)**

Pickup =  $1.2 \times V_{nm}$

Delay = 167 ms or 10 cycles

This is intending to trip when export voltage rises above 120% Nominal Voltage  
Per IEEE 1547 Section 4.2.3

### Under Frequency

#### **81 element (3 phase)**

Pickup = 57

Delay = 167 ms or 10 cycles

This is intending to trip when export frequency drops below 57 Hz  
Per IEEE 1547 Section 4.2.4

### Over Frequency

#### **81 element (3 phase)**

Pickup = 60.5

Delay = 167 ms or 10 cycles

This is intending to trip when export frequency rises above 60.5 Hz  
Per IEEE 1547 Section 4.2.4

**Additional Notes:**

The trip actuation should include the power element, all over/undervoltage elements, all over/under frequency elements and RELAY FAIL with a logical OR for all of the elements.

Customer should consider the use of an inhibit input for the trip. This could be based on a generator running signal or on the position of the isolating 52 Breaker's. This would disable the protection in the event that the generator is not in use. **\*\*THIS IS NOT A REQUIREMENT, BUT A RECOMMENDATION. \*\***

All other elements may be set freely by customer for their needs. Please forward a copy of the final settings file for the relay after programming, testing, and verification is complete.

DTE requires trips (27,32,59,81ou) shall be programmed to one dedicated Trip OUTPUT with a note stating that "DTE Required Output for Limited Sell Back"

## Appendix B: Project Schedule

### Interconnection Project:

DE-####/DE-#### – XXXXXXXXXXXX

#### Project Schedule:

All activities will begin after the Fully Executed Construction Agreement and all monies have been received.

## (XXXX) months estimated

#### Coordination required with Affected systems that may affect schedule:

Operation and coordination with ITC at shared station sites

SCADA – Approximately ## months from receipt of order per the manufacturer. This time includes XXXXXX

Telecom – ## months to design and build XXXXXX.

Substation Design - ## months to XXXXXX.

This estimate timeline will be updated at the completion of design activities.

Commissioning timeline will be dependent on required shutdowns at each site and the coordination required to complete the work. Coordination with customer site will be required for final commissioning and will be scheduled at a mutually agreed upon time after construction completion.

Total time line is ## months following receipt of payment.

XXXXXXXX, (Project Developer), and The DTE Electric Company, as required by the DTE Electric [Project] Construction Agreement for Generator Interconnection To DTE Electric's Distribution System dated MM/DD/YYYY agree to the above stated Project Schedule for the Interconnection Project.