

GENERATOR INTERCONNECTION & OPERATING AGREEMENT
FOR LEVEL 4 – 5 PROJECTS
WITH AGGREGATE GENERATOR OUTPUT OF GREATER THAN 550 kW OR NON-CERTIFIED
PROJECTS OF ANY SIZE
BETWEEN DTE ELECTRIC COMPANY
AND
(PROJECT DEVELOPER NAME) (DE-####)

GENERATOR INTERCONNECTION & OPERATING AGREEMENT (hereinafter, this Agreement), is made and entered into on (MM/DD/YYYY), (hereinafter, the Effective Date), between DTE ELECTRIC COMPANY, a Michigan corporation, with offices located at One Energy Plaza, Detroit, MI 48226 , herein termed "DTE", and (Project Developer Name) with offices located at (Address, City, State, ZIP), herein termed "Project Developer." DTE and Project Developer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties" where appropriate.

WITNESSETH:

WHEREAS, DTE owns electric facilities and is engaged in the generation, purchase, distribution and sale of electric energy in the State of Michigan; and

WHEREAS, Project Developer intends to construct and own a _____ plant, known as the Generating Plant, herein termed "Project", with a generator design capacity nameplate rating not to exceed a ### kW / ### kVA with an export capacity of ### kW for a Level # project for a system of type _____ for a generator of type _____ and located at (Address, City, State, ZIP) with project number DE-#### assigned by DTE Electric on MM/DD/YYYY.; and

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

WHEREAS, The Parties desire to enter into this Agreement for the purposes, among others, of (a) describing (i) the facilities and associated appurtenances to interconnect the Project to DTE's distribution system, including defining the Point of Delivery and Interconnection Point, (ii) the facilities required for providing and regulating reactive power supply (kilovars) at the Project, and (iii) any modifications and additions necessary on DTE's distribution system as a result of the operation of the Project; (b) establishing the ownership interests of DTE and Project Developer in such facilities; (c) establishing the respective obligations and rights of the Parties with respect to the procurement, construction, installation, operation and maintenance of such facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

RECITALS

A. Applicant is an electric service customer of Utility in good standing and has submitted a Generator Interconnection Application (“Application”) to Utility.

B. Applicant desires to interconnect an electric generating facility with a maximum capacity of greater than 550 kW kilowatts (“kW”) (the “Applicant Facility”) or any Non-Certified system with Utility’s electric distribution system and operate Applicant Facility in parallel with Utility’s distribution system, under the Utility’s Interconnection Procedures for Level 4 or 5 projects, as defined in the Electric Interconnection Standards approved by the Commission (the “Standards”), as applicable.

C. For purposes of this Agreement, “interconnect” means establishing a connection between a non-utility generating and/or storage resource (in this case, the “Applicant Facility”) and Utility’s distribution system. “Operate in parallel” means generating or dispatching electricity from a non-utility resource (in this case, the Applicant Facility) that is connected to Utility’s system. In all cases, terms shall have the meaning as defined in the Standards.

D. Interconnection of the Applicant Facility with Utility’s distribution system is subject to this Agreement, the Application, the Interconnection Procedures, the Standards and utility tariffs approved by the MPSC, as applicable. Interconnection of the Applicant Facility is also subject to local, county and state requirements for applicable permits, inspections and other requirements.

SECTION 1
INTERCONNECTION FACILITIES

1.1 General

The Parties shall provide, as specified in this Section 1, certain facilities and associated appurtenances required to interconnect the Project to DTE’s distribution system, consistent with the Michigan Electric Utility Generator Interconnection Requirements. Such facilities and associated appurtenances include, but shall not be limited to, interconnection, transformation, switching, control, metering, telemetering, protective relaying equipment (such protective relaying equipment required by DTE or Project Developer to protect DTE’s distribution system, its customers, and the Project from electrical faults occurring at the Project or on DTE’s distribution system or on the systems of others to which DTE’s distribution system is directly or indirectly connected), power quality equipment, and any necessary additions or reinforcements by DTE to DTE’s distribution system required as a result of the interconnection of the Project to DTE’s distribution system. The facilities and associated appurtenances described in Exhibit 1 – Scope of Facilities, Subsections 1.2, "Project Developer's Interconnection Facilities," and 1.3, "DTE’s Interconnection Facilities," are hereinafter sometimes referred to as the "Interconnection Facilities." Project Developer shall be responsible for the cost of the Interconnection Facilities, unless otherwise specified in this Agreement.

The Applicant Facility must be built with the following ratings, which shall not be changed without advance written notice of a material modification to the Utility and Utility Approval and according to the notice requirements herein and as depicted in Exhibit 1 – Interconnection Diagram and subject to any Utility required communications requirements, configuration and/or protection settings:

Approved System Output:	(AC) kW
Total DC Nameplate Output:	(DC) kW
Total AC Nameplate Output:	(AC) kW
Inverter Power Limited Output/Export Capacity:	(AC) kW
Photovoltaic/Solar (“PV”) Array Rating:	(DC) kW
Photovoltaic/Solar (“PV”) CEC Rating:	(AC) kW
Wind Turbine (WT) Rating:	(AC) kW
Hydroelectric Turbine (HT) Rating:	(AC) kW
Fuel Cell (FC) Rating:	(AC) kW
Other (specify type and rating):	(AC) kW
Storage System DC Output:	(DC) kW
Storage System AC Output:	(AC) kW
Stored Energy:	kWh
Storage System Modes:	

Service Type:
Voltage Level:
Equipment Specifications:

PV System:
Solar & Storage System Inverters:
Battery:
Inverter:

Applicant Facility Location:

If Applicant is not the owner of the property identified above, the Property Owner must sign this Agreement for the purposes indicated in Paragraph 5.

Applicant's Utility service account number: _____

Property Owner's Utility service account number (if applicable): _____

The Applicant Facility is planned to be ready for parallel operation on or about: _____

If it is necessary for Utility to install certain interconnection facilities ("Interconnection Facilities") and make certain system modifications in order to establish an interconnection between the Applicant Facility and Utility's distribution system, the Interconnection Facilities and modifications and the costs to the Applicant shall be described in the Construction Agreement Attachment "A" which is agreed to as a condition of signing this Interconnection Agreement.

The Project, configured as discussed in this Agreement and depicted in Exhibit 2 – Wiring Diagram, will be comprised of _____ generators with a total generation output of ___ kW, which can be connected to DTE's distribution system as described herein. In the future, if the Project Developer desires to install additional generating units at this present location, the Project Developer must submit a new application to DTE. DTE will evaluate its distribution system to determine, in its sole discretion, if conditions at that time will allow said system to support additional capacity.

In the event future changes in (a) the design or operation of the Project, (b) Federal, State or local laws, regulations, ordinances or codes, (c) Project Developer's requirements (such as additional generators located at the site location identified above) or (d) DTE's requirements necessitate additional facilities or modifications to the then existing Interconnection Facilities, the Parties shall undertake such additions or modifications as may be necessary. Before undertaking such future additions or modifications, the Parties shall consult, develop plans and coordinate schedules of activities so as to minimize disruption of the Interconnection Facilities and DTE's distribution system. The cost of such future additions or modifications to the Interconnection Facilities shall be borne by the Project Developer, unless agreed upon otherwise at the time. The ownership, operation and maintenance responsibilities for any such future additions or modifications shall be made consistent with the responsibilities allocated in this Agreement.

1.2 Project Developer's Interconnection Facilities

Project Developer's Interconnection Facilities and associated appurtenances are described in Subsection 1.2 of Exhibit 1 – Scope of Facilities.

Project Developer shall bear the cost of its Project unless otherwise specified in this Agreement. Project Developer shall be solely responsible for all permits, zoning reviews, and other matters associated with obtaining rights from any governmental body or agency to construct its Project. Developer shall be responsible for obtaining any rights of way, per DTE specifications, that are needed by either party to construct interconnection facilities and will transfer right of way to DTE for required interconnection facilities. Prior to DTE beginning construction of its Interconnection Facilities, Project Developer shall provide a copy of all necessary documents granting Project Developer the right to construct its Project.

1.3 DTE's Interconnection Facilities

DTE's Interconnection Facilities and associated appurtenances are described in Subsection 1.3 of Exhibit 1 – Scope of Facilities.

Project Developer shall bear the cost of DTE's Interconnection Facilities unless otherwise specified in this Agreement. DTE shall be responsible for all permits, zoning reviews, and other matters associated with obtaining rights from any governmental body or agency to construct its Interconnection Facilities. Project Developer shall reimburse DTE for all costs associated with the installation and connection of DTE's Interconnection Facilities. Project Developer shall solely assume the risk that DTE may be unable to complete its Interconnection Facilities due to factors beyond its reasonable control.

1.4 Easements and Permits

If necessary, prior to the installation of the Interconnection Facilities, Project Developer will acquire required permits and necessary easements for DTE Interconnection Facilities as per DTE specifications. These easements / permits may include, but shall not be limited to, rights of ingress and egress, rights to clear trees, and all necessary rights-of-way for installation and maintenance of Interconnection Facilities. The project developer shall transfer required easements and rights of way to DTE. The Project Developer shall reimburse DTE for the costs and expenses DTE incurs in acquiring easements and permits.

1.5 Relocation by Project Developer

If at any time the Project Developer requires DTE's Interconnection Facilities located on its premises to be relocated on such premises, DTE shall, at Project Developer's expense and upon its request, relocate the same or give permission for Project Developer to relocate the same. Project Developer shall provide DTE with all necessary easement rights as required for the Interconnection Facilities located on Project Developer's premises.

SECTION 2

DESIGN AND CONSTRUCTION OF THE INTERCONNECTION FACILITIES

2.1 Authority for Construction

Except as provided in the following paragraph, Project Developer will have sole authority to manage, design, supervise, construct, procure materials for, control and will take all steps which it deems necessary or appropriate for the installation of the Interconnection Facilities required pursuant to Subsection 1.2, "Project Developer's Interconnection Facilities."

The design, specifications, installation and construction of the Interconnection Facilities required pursuant to Subsection 1.2 shall be in accordance with standards no less stringent than those used by DTE for its own distribution voltage level installations and shall be inspected and commented on by DTE prior to being placed into initial operation. However, DTE has no liability, obligation or responsibility with respect to such design, plans, specifications, installation or construction regardless of its inspection and comment thereon. Inspection of and comments by DTE shall not relieve Project Developer of any of its obligations under this Agreement.

DTE shall exercise sole authority to manage, design, supervise, construct, procure materials for, control and take all steps which it deems necessary or appropriate for the installation and connection of the Interconnection Facilities required pursuant to Subsection 1.3, "DTE's Interconnection Facilities."

2.2 Interconnection of the Project

Interconnection of the Project to DTE's distribution system shall be made after the following conditions have been satisfied:

- 2.2.1 Both Parties have declared their Interconnection Facilities ready for service and all items in Attachment A are complete;
- 2.2.2 Project Developer has met the design, specifications, installation and construction requirements of the second paragraph of Subsection 2.1, Authority for Construction;
- 2.2.3 Project Developer has provided adequate protective and power quality equipment to protect the equipment and service of DTE from damage or interruption from electrical faults occurring at the Project;
- 2.2.4 DTE has installed, tested and accepted the billing meters and associated telemetry for the collection of the metered data required pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.3;
- 2.2.5 Project Developer and DTE have agreed to a procedure to describe the process (i) for switching and tagging the interconnection facilities for workers' protection during periods when such equipment must be removed from service and (ii) for returning the equipment to service.
- 2.2.6 If the Project Developer requires backup power from DTE, the Project Developer shall be responsible for contracting with DTE for the delivery of said backup power. The Project Developer shall provide DTE satisfactory evidence that it has purchased the resources to supply backup power pursuant to Subsection 6.6, Project Backup Power; and
- 2.2.7 Project Developer has reimbursed DTE for all costs associated with the installation of DTE's Interconnection Facilities as identified in Subsection 1.3 and 1.4.
- 2.2.8 DTE Electric has accepted and reviewed any inspection documents, configuration documents, test reports and has either conducted a witness test or waived its right to do so.
- 2.2.9 DTE Electric has provided an Authorization of Parallel operation to the project

2.3 Parallel Operation of the Project With DTE's Distribution System

Parallel operation of the Project with DTE's distribution system shall only begin after the following conditions have been satisfied and confirmed in writing by DTE to Project Developer:

- 2.3.1 Project Developer has met all of the requirements of Subsection 2.2;
- 2.3.2 Project Developer has obtained written approval by DTE of all protective relay equipment required pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.2 and the direct transfer trip equipment required pursuant to Subsections 1.2 and 1.3 for the protection of DTE's distribution system. Approval will be granted after the required protective relay equipment is inspected and calibrated in accordance with the relay setting data issued by DTE. Inspection and calibration must be either performed or witnessed by DTE's personnel at Project Developer's expense. Project Developer must record the actual settings and inspection data on the relay-setting document furnished by DTE and return such document to DTE for approval;
- 2.3.3 Project Developer has developed operating and maintenance procedures, including software update and cybersecurity procedures, which DTE has accepted in writing, for those protective devices which directly connect to DTE's distribution system or interface with DTE's protective devices;
- 2.3.4 DTE has tested and accepted the telemetry / SCADA interface and concurs they meet the technical requirements as identified in the Telemetry and Disturbance Monitoring Requirements Section and the Communication Circuits

Section of the Michigan Electric Utility Generator Interconnection Requirements. Testing must be performed by DTE's personnel at Project Developer's expense and acceptance will be communicated to Project Developer in writing; and

2.3.5 Project Developer has developed operating procedures to manually trip generation for system security pursuant to Subsection 6.4, System Security.

2.3.6 The Project Developer has completed commissioning testing witnessed by DTE, accepted in writing.

2.4 Subcontractors

Either Party may hire a subcontractor to perform its obligations under this Agreement and shall incorporate the obligations of this Agreement into its respective subcontracts, agreements and purchase orders. Each Party shall remain liable to the other Party for the performance of such subcontractor under this Agreement and shall fully defend, indemnify and hold the other Party harmless from all acts or omissions of its subcontractors.

SECTION 3
OPERATION AND MAINTENANCE

3.1 Operation and Maintenance By DTE

DTE shall have sole authority and responsibility to operate and maintain DTE's Interconnection Facilities required pursuant to Subsection 1.3, and in accordance with the applicable good utility practice standards of DTE. DTE may manually operate, when necessary, DTE's Interconnection Facilities and the isolation device provided by Project Developer pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.2, and may perform preventive or emergency maintenance, or make system modifications, when necessary, on DTE's Interconnection Facilities. Normal maintenance shall be scheduled on DTE's Interconnection Facilities taking into consideration Project Developer's schedule of maintenance for the Project. Such authority and responsibility shall include removing the Interconnection Facilities from service, when necessary, as determined by DTE. DTE shall not be required to deliver energy to the Project or provide a temporary connection to the Project when maintenance or system modifications require disconnecting DTE's Interconnection Facilities from DTE's distribution system.

3.1.1 Project Developer shall reimburse DTE for all direct and indirect costs and expenses (including but not limited to, overtime pay, property taxes, insurance, equipment testing and inspections) incurred by DTE in owning, operating and maintaining DTE's Interconnection Facilities from the point in time in which DTE's Interconnection Facilities are ready for service. Such costs and expenses shall be determined by DTE in accordance with the standard practices and policies followed by DTE and in effect at the time such operation and maintenance is performed. As used in this Agreement, the term "maintenance" includes inspection, repair and replacement. Payment by Project Developer of such costs and expenses shall be made in accordance with Subsection 3.1.4. In the event that DTE uses any part of DTE's Interconnection Facilities defined in Subsection 1.3 for the benefit of DTE's customers, then the allocation of the ongoing costs and expenses which are due to the ownership, operation and maintenance of DTE's Interconnection Facilities provided pursuant to Subsection 1.3, shall be re-determined with consideration for possible changes in: (a) Point of Delivery, (b) metering location, (c) operation and maintenance costs to Project Developer to new Point of Delivery, if any, and (d) compensation to DTE for appropriate operating and maintenance costs from the new Point of Delivery, if any. DTE shall not be restricted in the use of DTE's Interconnection Facilities while such redetermination is being made.

3.1.2 If DTE performs the following tasks on the Project Developer's behalf, the Project Developer shall reimburse DTE for costs associated with (a) testing of metering and associated telemetry required pursuant to Subsection 2.2.4, (b) the relay setting information, inspection and calibration required pursuant to Subsection 2.3.2 and (c) the testing of the dispatching interface required pursuant to Subsection 2.3.4, which shall be separately billed by DTE.

3.1.3 Project Developer shall be solely responsible for ordering, acquiring and all continuing operating expenses associated with the voice and data communication provisioning pursuant Exhibit 1 – Scope of Facilities, Subsection 1.2 as well as the proper safety equipment required for the proper installation of said provisioning. Additional operation and maintenance expenses associated with telemetry facilities are the responsibility of the Project Developer pursuant to Subsection 5.4.

3.1.4 Payments by Project Developer of the costs and expenses described in Subsections 3.1.1 and 3.1.2 are as follows:

3.1.4.1 As soon as practicable after the end of each month in which operation and maintenance costs and expenses were incurred by DTE pursuant to Subsection 3.1.1 and 3.1.2, DTE shall furnish Project Developer a statement describing the work performed or expense incurred and showing the amount of the payment to be made therefore by Project Developer.

3.1.4.2 Each statement shall be paid by Project Developer so that DTE will receive the funds by the 20th day following the date of such statement, or the first business day thereafter if the payment date falls on a non-business day.

3.1.4.3 All payments shall be made payable to [DTE Electric Company](#) and shall be sent to DTE, Attention: [DTE Electric Company, One Energy Plaza, Detroit, MI 48226](#) or by wire transfer to a DTE's bank account or such other manner or at such place as DTE shall, from time to time, designate by written notice to Project Developer. Payments made by wire transfer shall reference the appropriate invoice number for which payment is being made.

3.1.4.4 Any payment not made on or before the due date shall bear interest, from the date due until the date upon which payment is made, at an annual percentage rate of interest equal to the lesser of (a) the prime rate published by the Wall Street Journal (which represents the base rate on corporate loans posted by at least 75% of the nation's banks) on the date due, plus 2%, or (b) the highest rate permitted by law.

3.2 Operation and Maintenance By Project Developer

3.2.1 Except as provided in Subsections 2.3.2 and 3.1 and the provisions of this Subsection 3.2, Project Developer shall have sole authority and responsibility to operate and maintain the Project Developer's Interconnection Facilities required pursuant to Subsection 1.2 in accordance with prudent industry practices.

Relay settings, for protective devices required by DTE, may be revised and documents stating such revisions may be issued by DTE if it determines that it is necessary to do so. The settings for these devices may be revised only if DTE issues documents specifying such revisions. In such event, the protective relay equipment shall be recalibrated by Project Developer in accordance with such revised relay settings within a reasonable period specified by DTE. The procedure for recalibration and approval shall be the same as stated for the initial calibration pursuant to Subsection 2.3.2.

The protective relay and power quality equipment shall be tested every two (2) years (unless an extension is agreed to by DTE) to verify the calibration indicated on the latest relay setting document issued by DTE. If the protective relay equipment is not calibrated in accordance with the latest relay-setting document, it shall be recalibrated in accordance with Subsection 2.3.2, to conform with such data. Tests shall be conducted or witnessed by DTE at Project Developer's expense. The results of such tests shall be provided to DTE in writing for review and approval.

DTE may, at any time in addition to that specified in the preceding paragraph, at DTE's expense, inspect and test Project Developer's Interconnection Facilities to verify that the required protective and power quality interconnection equipment is in service, properly maintained, and calibrated to provide the intended protection. If necessary, this inspection may also include a review of Project Developer's pertinent records.

Project Developer must notify prior to and provide in writing when Generator will be taken out of service and returned to service.

Inspection, testing and/or approval by DTE or the omission of any inspection, testing and/or approval by DTE pursuant to this Agreement shall not relieve Project Developer of any obligations or responsibility assumed under this Agreement.

3.2.2 Applicant shall be responsible for the design and installation of the Applicant Facility and obtaining and maintaining any required governmental authorizations and/or permits, which may include, but shall not be limited to, easements to clear trees, and necessary rights-of-way for installation and maintenance of the Utility Interconnection Facilities.

3.2.3 Applicant shall, at its sole expense, install and properly maintain protective relay equipment and devices to protect its equipment and service, and the equipment and system of Utility, from damage, injury or interruptions, and will assume any loss, liability or damage to the Applicant Facility caused by lack of or failure of such protection. Such protective equipment specifications and design shall be consistent with the applicable Interconnection Procedures.

Prior to the Applicant Facility operating in parallel with Utility distribution system, Applicant shall provide satisfactory evidence to Utility that it has met the Interconnection Procedures, including but not limited to the receipt of approval from the local building/electrical code inspector. The Utility's approval, or failure to approve, under this section shall in no way act as a waiver or otherwise relieve the Applicant of its obligations under this section.

3.2.4 At its own expense, Applicant shall perform operational testing at least five (5) days prior to the installation of any Interconnection Facilities by Utility or an earlier time mutually agreed to as described in the Construction Agreement in Attachment "A". Utility may, but is not required to, send qualified personnel to the Applicant Facility to inspect the facility and observe the testing. Upon completion of such testing and inspection, and prior to interconnection, Applicant shall provide Utility with a written report explaining all test results, including a copy of the generator commissioning test report. The Utility required commissioning testing and inspection checklist is in Attachment "B" of this agreement, additional site specific instructions may be described in the Construction Agreement Attachment "A".

As described in Attachment "A", Applicant shall install and provision communications equipment. at its own expense, as specified by Utility. The maintenance and operations of which is at the sole expense of the Applicant. The Applicant

acknowledges that initially Utility may not require communications be installed by Applicant, but that Utility retains the right to add this requirement at a future date, and that Applicant has the obligation under this agreement to comply. Applicant shall configure the communications system to Utility specification. The Applicant is responsible for maintaining the communications software as set forth by Utility. The Applicant shall install and maintain needed cyber and physical security as specified by Utility. Failure to meet these requirements will result in disconnecting the interconnection. Current requirements are provided in Exhibit 2 of this document

Applicant shall test protective relay equipment in accordance with manufacturer's specifications, unless no testing interval is provided, in which case testing shall occur every two years (unless an extension is agreed to by Utility) to verify the calibration indicated on the latest relay setting document issued by Utility. The results of such tests shall be provided to Utility upon request. Utility may, at any time and at its sole expense, inspect and test the Applicant Facility to verify that the required protective equipment is in service, properly maintained, and calibrated to provide the intended protection. This inspection may also include a review of Applicant's pertinent records. Inspection, testing and/or approval by Utility or the omission of any inspection, testing and/or approval by Utility pursuant to this Agreement shall not relieve the Applicant of any obligations or responsibility assumed under this Agreement.

3.2.5 Applicant shall operate and maintain the Applicant Facility in a safe and prudent manner and in conformance with all applicable laws and regulations. Applicant shall obtain or maintain any governmental authorizations and permits required for construction and operation of the Applicant Facility.

SECTION 4
ACCESS

At its own expense, Applicant shall make the Applicant Facility site available to Utility. The site shall be free from hazards and shall be adequate for the operation and construction of the Interconnection Facilities. Utility, its agents and employees, shall have full right and authority of ingress and egress at all reasonable times on and across the property at which the Applicant Facility is located, for the purpose of installing, operating, maintaining, inspecting, replacing, repairing, and removing the Interconnection Facilities. The right of ingress and egress shall not unreasonably interfere with Applicant's or (if different) Property Owner's use of the property and does not include the right to enter applicant's residence or other enclosed structure on the property where the Applicant Facility is located, except on reasonable notice where the Interconnection Facilities are located within the residence or other enclosed structure.

Utility may enter the property on which the Applicant Facility is located to inspect, at reasonable hours, Applicant's protective devices and read or test meters. Utility will use reasonable efforts to provide Applicant or Property Owner, if applicable, at least 24 hours' notice prior to entering said property, in order to afford Applicant or Property Owner the opportunity to remove any locks or other encumbrances to entry; provided, however, that Utility may enter the property without notice (removing, at Applicant's expense, any lock or other encumbrance to entry) and disconnect the Interconnection Facilities if Utility believes that disconnection is necessary to address a hazardous condition and/or to protect persons, Utility's facilities, or the property of others from damage or interference caused by Applicant Facility.

By executing this Agreement, Applicant and Property Owner consent to and agree to provide access to its property, including all rights of ingress and egress, on which the Applicant Facility is located to Utility as described in this section, but does not assume or guarantee other performance obligations of the Applicant under this Agreement.

DTE, its agents and employees, shall have full right and authority of ingress and egress at all reasonable times on and across the premises of Project Developer for the purpose of installing, operating, maintaining, inspecting, replacing, repairing, and removing its Interconnection Facilities located on the premises. The right of ingress and egress, however, shall not unreasonably interfere with Project Developer's use of its premises.

SECTION 5
INTERCONNECTION POINT; POINT OF DELIVERY; METERING; TELEMETERING

5.1 Interconnection Point

The Interconnection Point shall be where the Project Developer's Interconnection Facilities connect to DTE's distribution system.

5.2 Point of Delivery

If the Project is connected to a distribution line serving other customers, the Point of Delivery shall be at the high voltage side of the Project supplied isolation transformer connecting the Project to DTE's distribution system. Otherwise, the Point of Delivery shall be the point at which the radial line connecting the Project to DTE's distribution system terminates at the first substation beyond the Project's isolation transformer.

5.3 Metering

Measurements of electric energy deliveries shall be made by standard types of electric meters installed and maintained by DTE pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.3.

The standard electric meters shall be tested by DTE at least once every six (6) years. On request and at the expense of the Project Developer, a special test may be performed. Representatives of Project Developer shall be afforded the opportunity to be present at all routine or special tests and upon occasions when any readings, for purposes of settlements, are taken from meters not bearing an automatic record.

DTE may choose to replace a meter at any time and will notify the Project Developer prior to doing so.

5.4 Telemetry

Certain telemetry facilities will be provided by DTE pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.3 as a part of the Interconnection Facilities as being necessary for the proper and efficient collection of metering and control data. The cost and maintenance of such telemetry facilities and associated phone lines shall be borne by Project Developer.

SECTION 6
SERVICE CONDITIONS

6.1 Site Preparation

At its own expense, the Project Developer shall make the proposed Project site available to DTE. Said site shall be free from hazard and shall be adequate for the operation and construction of distribution facilities necessary to interconnect the proposed Project. Site preparation shall include but not be limited to proper driveways, parking areas and walking paths.

6.2 Parallel Operation

It is understood that the Project will normally remain connected to and be operated in parallel with DTE's distribution system. The Project Developer shall, at its expense, install and properly maintain protective equipment and devices and provide sufficiently trained personnel to protect its equipment and service, and the equipment and service of DTE from damage, injury or interruptions during the Project's parallel operation with DTE's distribution system, and, without limiting the indemnity provided in Subsection 7.1 herein, Project Developer shall assume any loss, liability or damage to Project Developer and DTE's distribution system and equipment caused by lack of or failure of such protection. Such protective equipment specifications and design shall be consistent with the Michigan Electric Utility Industry Generator Interconnection Requirements, and any successor and/or supplemental documents. Prior to the Project operating in parallel with DTE's distribution system, the Project Developer shall provide satisfactory evidence to DTE that it has met the Michigan Electric Utility Generator Interconnection Requirements that are on file with the Michigan Public Service Commission and complied with all applicable laws, rules, regulations, guidelines, and safety standards.

6.3 Voltage Control and Power Quality

Project Developer shall cooperate with DTE to regulate the voltage level at the Point of Delivery by controlling its generators in accordance with DTE's instructions. Such instructions shall include, but not be limited to, (a) maintaining voltage or (b) delivering real and reactive power to the Point of Delivery at levels specified by DTE. (c) maintaining power quality and power quality equipment. The instructions given by DTE shall be consistent with the normal practices adhered to by DTE with respect to its own generators located on its system.

6.4 System Security

Installation, inspection, and calibration of relaying to trip generation for under- or over-frequency operation shall be coordinated with DTE, pursuant to Subsection 2.3.2, so as not to degrade the security of DTE's distribution system. Operating practices developed by Project Developer which call for manual tripping of generation for under-or over-frequency operation shall likewise be coordinated and be consistent with the provisions of East Central Area Reliability Document 3, "Emergency Procedures" During Declining System Frequency, and any successor and/or supplemental documents, which are incorporated herein by reference.

6.5 Continuity of Service

Each Party shall exercise reasonable care to maintain continuity of service in the delivery and receipt of electric energy. If service becomes interrupted for any reason, the cause of such interruption shall be removed and normal operating conditions restored as soon as practicable.

6.6 Project Backup Power

If the Project Developer requires backup power from DTE, the Project Developer will contract with DTE for the delivery of power provided to the Project under one of DTE's established retail rates set forth in DTE's tariffs, which are incorporated herein by reference. The provisions of such contract shall be applied during periods when the Project is not delivering energy to DTE. The Project Developer will contract with DTE for the purchase of energy or provide satisfactory evidence of the purchase of energy from an alternative energy supplier for the purpose of providing power to the Project during periods when the Project is not delivering energy to DTE's distribution system.

Project Developer shall have sufficient voltage regulation at the Project to maintain an acceptable voltage level for Project equipment during such periods when the Project's generation is off line.

6.7 DTE's Obligation to Connect

DTE shall not be obligated to continue the electrical interconnection to the Project if it determines, in its sole discretion, that any one or more of the following conditions exist, including but not limited to: (a) those conditions listed in the Miscellaneous Operational Requirements section of the Michigan Electric Utility Generator Interconnection Requirements, (b) electrical characteristics of the Project are not compatible with the electrical characteristics of DTE's distribution system, (c) the Project Developer is deficient in following either the voltage schedule or reactive power schedule established by DTE, (d) an emergency condition exists on DTE's distribution system, (e) Project Developer's protective relay equipment

fails, resulting in a lack of the level of protection required by prudent utility practice, (f) the Project Developer's Project is determined to be disrupting DTE customers, (g) DTE requires disconnection of the Project in order to construct, install, maintain, repair, replace, remove, investigate, inspect or test any part of DTE's Interconnection Facilities or any other DTE equipment associated with the interconnection (also if a required component (example: phone line) or required modification to allow interconnection fails or becomes incapacitated and is not repaired in a timely manner), (h) cyber security or physical security event (i) by mutual consent, (j) Project Developer commits a material breach of this agreement or (k) Project Developer's failure to execute this agreement or upon cancellation or termination of this agreement. DTE shall electrically connect or reconnect its distribution system to the Project when, in DTE's sole opinion, the conditions named above cease to exist. Under any of the conditions listed above, DTE will follow the procedures for disconnecting and re-connecting the interconnection as outlined in Appendix G of the appropriate Michigan Electric Utility Generator Interconnection Requirements document.

Utility shall be entitled to disconnect the Applicant Facility from Utility's distribution system, or otherwise refuse to connect the Applicant Facility, if: (a) Applicant has not complied with any one of the technical requirements contained in the applicable Interconnection Procedures, (b) the electrical characteristics, configuration, or communications of the Applicant Facility are not compatible with the electrical characteristics of Utility's distribution system, (c) an emergency condition exists on Utility's distribution system, (d) Applicant's protective relay equipment fails, (e) Utility determines that the Applicant Facility is disrupting service to any other Utility Customer, (f) disconnection is required to allow for construction, installation, maintenance, repair, replacement, removal, investigation, inspection or testing of any part of Utility's facilities, (g) if a required installation fails or becomes incapacitated and is not repaired in a timely manner, as determined by Utility, or (h) Applicant commits a material breach of this Agreement. (i) Operating in parallel without prior written authorization from the electric utility as provided for in Michigan Rule 460.968. (j) An electric utility may disconnect electric service, where applicable, pursuant to Michigan Rule 460.136. Failure of the interconnection customer to bring a DER into compliance pursuant to R 460.976(1). (k) Failure of the interconnection customer to pay costs of remedy pursuant to Michigan Rule 460.976

When reasonable and appropriate, the Utility will attempt to notify Applicant and coordinate its actions under this Paragraph with Applicant. This paragraph applies only to Utility actions with respect to Applicant Facility. Utility shall promptly re-connect the Applicant Facility to the Utility's distribution system as soon as the reason for disconnection has been remedied.

SECTION 7
INDEMNITY; INSURANCE

7.1 Indemnity

To the extent permitted by law, Project Developer covenants and agrees that it shall hold the DTE, 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 Project, or any of Project Developer's facilities and associated appurtenances, to which the DTE 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 the DTE 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 the DTE'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 the DTE, or any of its officers, agents or employees. The provisions of this Subsection 7.1 shall survive termination or expiration of this Agreement.

7.2 Insurance

Project Developer shall obtain and continuously maintain throughout the term of this Agreement, for this interconnection, General Liability insurance written on a standard occurrence form, or other form acceptable to DTE, and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least:

Minimum Limit
\$1,000,000

When requested in writing by DTE, said limit shall be increased each year that this Agreement is in force to a limit no greater than the amount arrived at by increasing the original limit by the same percentage change as the Consumer Price Index - All Urban Workers (CPI-U.S. Cities Average). Such policy shall include, but not be limited to, contractual liability for indemnification assumed by Project Developer under this Agreement.

DTE shall be named as an additional insured under such policy. The policy shall be primary coverage with no contribution from any insurance maintained by DTE. DTE shall not be responsible for any unpaid premiums under Project Developer policy.

Evidence of insurance coverage on a certificate of insurance shall be provided to DTE upon execution of this Agreement and thereafter within ten (10) days after expiration of coverage; however, if evidence of insurance is not received by the 11th day, DTE has the right, but not the duty, to purchase the insurance coverage required under this Section and to charge the annual premium to Project Developer. DTE shall receive thirty (30) days advance written notice if the policy is cancelled or substantial changes are made that affect the additional insured. At DTE's request, Project Developer shall provide a copy of the policy to shall be mailed to:

Corporate Insurance Department, EP7-415
DTE Electric Company
One Energy Plaza
Detroit, MI 48226

SECTION 8
LIMITATION ON LIABILITY

Neither party shall in any event be liable to the other for any incidental or consequential damages such as, but not limited to, lost profits, revenue or good will, interest, loss by reason of shutdown or non-operation of equipment or machinery, increased expense of operation of equipment or machinery, cost of purchased or replacement power or services or claims by customers, whether such loss is based on contract, warranty, negligence, strict liability or otherwise, even if it has been advised of the possibility of such damages.

SECTION 9
FORCE MAJEURE

Neither Party shall be liable for failure to perform any of its obligations hereunder, to the extent due to fire, flood, storm, other natural disaster, national emergency or war (referred to collectively as “Force Majeure”), and not due to labor problems, inability to obtain financing, negligence or other similar condition of such Party, provided that either Party has given the other prompt notice of such occurrence. The Party affected shall exercise due diligence to remove such Force Majeure with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

SECTION 10
DEFAULT

A default of this Agreement (“Default”) shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement, which includes, but is not limited to:

- a. Failure to pay money when due;
- b. Failure to comply with any material term or condition of this Agreement, including but not limited to any breach of any material representation, warranty or covenant made in this Agreement;
- c. A Party: (i) becomes insolvent; (ii) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) makes a general assignment for the benefit of its creditors or (iv) consents to the appointment of a receiver, trustee or liquidator;
- d. Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
- e. Failure of either Party to provide information or data to the other Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

In the event of a Default by either Party, the Parties shall continue to operate and maintain, as applicable, its Interconnection Facilities, protection and Metering Equipment, transformers, communication equipment, building facilities, software, documentation, structural components and other facilities and appurtenances that are reasonably necessary for DTE to operate and maintain DTE’s distribution system and for the Project Developer to operate and maintain its Project in a safe and reliable manner. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. The defaulting Party then has 30 days to cure the Default. If a Default is not cured within the period provided for herein or as agreed to by the Parties, the non-defaulting Party shall have the right to terminate this Agreement and recover any damages and/or pursue any other remedies available under this Agreement, by law, or in equity. Termination is not the non-defaulting Party’s exclusive remedy and is in addition to any other rights and remedies it may have under this Agreement or by law. Failure of non-defaulting Party to exercise any of its rights under this Section shall not excuse defaulting Party from compliance with the provisions of this Agreement nor prejudice rights of DTE to recover damages for such default.

SECTION 11
SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties hereto. This Agreement shall not be assigned, transferred or otherwise alienated without the other Party's prior written consent, which consent shall not unreasonably be withheld. Any attempted assignment, transfer or alienation without such written consent shall be void.

SECTION 12
GOVERNING LAW

This Agreement shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of Michigan, exclusive of its conflict of laws principles.

SECTION 13
EFFECTIVE DATE, TERM AND TERMINATION

The Effective Date of this Agreement shall be the date of execution and shall continue in effect until this Agreement is terminated as provided herein. The Agreement may be terminated at any time by mutual agreement of both Parties, or by either Party upon giving the other at least ninety (90) days written notice if one or more of the conditions exist as outlined in Subsection 6.7, DTE's Obligation to Connect.

SECTION 14
RETIREMENT

Upon termination of this Agreement pursuant to Section 13 or at such time after any of the Interconnection Facilities described herein are no longer required, the Parties shall mutually agree upon the retirement of said Interconnection Facilities which may include without limitation (i) dismantling, demolition, and removal of equipment, facilities, and structures, (ii) security, (iii) maintenance and (iv) disposing of debris. The cost of such removal shall be borne by the Party, as per SECTION 11, owning such Interconnection Facilities.

SECTION 15
ENTIRE AGREEMENT AND AMENDMENTS

This Agreement and the Michigan Electric Utility Generator Interconnection Requirements shall constitute the entire understanding between the Parties with respect to the subject matter hereof, supersedes any and all previous understandings between the Parties with respect to the subject matter hereof, and bind and insure to the benefit of the Parties, their successors, and permitted assigns. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

SECTION 16
NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

SECTION 17
SEVERABILITY

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (i) such portion or provision shall be deemed separate and independent, (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (iii) the remainder of this Agreement shall remain in full force and effect.

SECTION 18
NOTICE TO PARTIES

Unless otherwise provided in this Agreement, any notice, consent or other communication required to be made under this Agreement, shall be in writing and (i) mailed postage prepaid, by certified or registered mail, return receipt requested; (ii) mailed via a nationally recognized overnight delivery service, or (iii) delivered in person to the address as the receiving Party may designate in writing.

All notices shall be effective when received.

SECTION 19
NO THIRD PARTY BENEFICIARIES

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

SECTION 20
SECTION HEADINGS

The various headings set forth in this Agreement are for convenience of reference only and shall in no way affect the construction or interpretation of this Agreement.

SECTION 21
COUNTERPARTS AND ELECTRONIC DOCUMENTS

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

DTE ELECTRIC COMPANY

Customer Name

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

Date: _____

Date: _____

(Project Developer Name)

By: _____
(Signature)

(Print or Type Name)

Title: _____

Date: _____

Review and Approval		
Reviewer	Initials	Date

EXHIBIT 1
SCOPE OF FACILITIES

1.1 General Facilities

Such facilities and associated appurtenances as required to interconnect DTE's existing _____ distribution line to the Project Developer's new / modified _____ Project by way of a new or modified interconnection, which shall include, but shall not be limited to the following:

1.2 Project Developer's Interconnection Facilities

(Insert file containing Project Developer's Interconnection Facilities below)

1.3 DTE's Interconnection Facilities

(Insert file containing DTE's Interconnection Facilities below)

EXHIBIT 2
WIRING DIAGRAM

EXHIBIT 2
PROTECTION, COMMUNICATION AND CONFIGURATION REQUIREMENTS AND
SETTINGS

Inverter Settings and configuration:

Voltage Relay Settings		
Shall Trip Function	Allowable Setting	
	Voltage (per unit of nominal voltage)	Clearing Time (Seconds)
Overvoltage 1	1.20	0.16
Overvoltage 2	1.10	2.0
Undervoltage 1	0.70	2.0
Undervoltage 2	0.45	0.32
Frequency Relay Settings		
Shall Trip Function	Allowable Setting	
	Frequency (Hz)	Clearing Time (Seconds)
Overfrequency 1	62.0	0.16
Overfrequency 2	61.2	2.0
Underfrequency 1	58.5	2.0
Underfrequency 2	56.5	0.16

Enter Service Criteria		Default Settings
Permit Service		Enabled
Applicable Voltage Within Range	Min. Value	0.917 p.u.
	Max. Value	1.05 p.u.
Frequency Within Range	Min. Value	59.5 Hz
	Max. Value	60.1 Hz

Power Limiting Setting	Default Settings
Power limiting setting:	## KW

Relay Settings:

Communication requirements:

ATTACHMENT A: CONSTRUCTION AGREEMENT

ATTACHMENT B: COMMISSIONING CHECKLIST