

**STANDARD INTERCONNECTION AGREEMENT  
FOR LEVEL 1,2 AND 3 PROJECTS  
(PROJECTS UP TO 550 kW WITH CERTIFIED EQUIPMENT)  
BETWEEN DTE ELECTRIC COMPANY  
AND  
(PROJECT DEVELOPER NAME) (DE-#####)**

This Interconnection Agreement (“Agreement”) is entered into on \_\_\_\_\_ (insert last date from page 9) by DTE Electric Company (the “Utility”), \_\_\_\_\_ (the “Applicant”), and (if applicable under Paragraph 5) \_\_\_\_\_ (the “Property Owner”) with project number \_\_\_\_\_ assigned by Utility. Utility and Applicant are sometimes also referred to in this Agreement collectively as “Parties” or individually as “Party.” Applicant shall be the “Project Developer” as used in and for purposes of the applicable Michigan Electric Utility Generator Interconnection Procedures (“Interconnection Procedures”) approved by the Michigan Public Service Commission (“Commission”).

**I. 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 DER capacity of 550 kW kilowatts (“kW”) or less (the “Applicant Facility”) utilizing Certified Equipment recognized by a certified Nationally Recognized Testing Laboratory in conformance with IEEE1547.1-2020 and UL1741 2021 edition or subsequent editions certifying advanced inverter functions 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 1,2 or 3 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.

E. This Agreement does not address any purchase or sale of electricity between Utility and Applicant nor does it create any agency, partnership, joint venture or other business arrangement between or among Utility, Applicant and/or Property Owner.

## II. AGREEMENT

NOW THEREFORE, in consideration of the above recitals, the mutual covenants contained herein and for good and valuable consideration, the Parties agree as follows:

### 1. Description of Applicant Facility

1.1 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:

1.2 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.

1.3 Applicant's Utility service account number: \_\_\_\_\_

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

1.4 The Applicant Facility is planned to be ready for parallel operation on or about: \_\_

## **2. Interconnection Facilities**

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 shall be described to the Applicant in the Construction Agreement attachment "A" to this agreement and agreed to by the Applicant.

## **3. Design Requirements, Testing and Maintenance of Applicant Facility**

3.1 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 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.

3.3 At its own expense, Applicant shall perform operational testing at least five (5) days prior to the installation of any Interconnection Facilities by Utility. 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”.

If necessary, 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 the 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.

3.4 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.

3.5 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

#### **4. 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:

1. Both Parties have declared their Interconnection Facilities ready for service.
2. If facilities upgrades or modifications were needed, all items in Attachment A, are complete.
3. 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.
4. DTE Electric has provided an Authorization of Parallel operation to the project

## **5. Disconnection**

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.

## **6. Access to Property**

- 6.1 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.

6.2 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.

6.3 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.

## **7. Liability**

7.1 As between the Parties, unless caused by the sole negligence or intentional wrongdoing of the other Party, each Party to this Agreement shall at all times assume all liability for, any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses to the extent caused by its directors, officers, employees, and agents: (a) for injury to or death of any person or persons whomsoever occurring on its own system, and/or (b) for any loss, destruction of or damage to any property of third persons, firms, corporations or other entities occurring on its own system, including environmental harm or damage arising out of or resulting from, either directly or indirectly, the Interconnection Facilities or the Applicant Facilities, or arising out of or resulting from, either directly or indirectly, any electric energy furnished to it hereunder after such energy has been delivered to it by such other Party.

7.2 The provisions of this Section 7 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

- 7.3 Notwithstanding anything in this Section, or any other provision of this Agreement to the contrary, any liability of a Party to the other Party shall be limited to direct actual damages, and all other damages at law or in equity are hereby waived. Under no circumstances shall a Party be liable to the other Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits.
- 7.4 The obligations and limits on liability in this Section 7 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any event or condition giving rise to an obligation that occurred prior to such expiration or termination.
- 7.5 Nothing in this Section 7 waives or limits, or shall be construed to waive or limit, the governmental immunity of a Party.
- 7.6 Nothing in this Section 7 shall imply, or be construed to imply indemnification of any Party by the State of Michigan, its department, and agencies, or by other governmental customers that are restricted from entering into indemnification provisions by law.

## **8. Subcontractors**

Either Party may contract with 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 subject to the provisions of Section 7.

## **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.

## **10. Breach and Default**

A breach of this Agreement (“Breach”) shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement. Upon a Breach by one Party, the non-breaching Party shall give written notice of such Breach to the breaching Party. The Party in Breach shall have thirty (30) days from the date of the written notice to cure the Breach. If a Breach is not cured within the thirty (30) day period provided for herein, the party in Breach shall be deemed in default (“Default”). If the Breach is not cured within 30 business days, the Utility, at its sole discretion, may apply a remedy and bill the Applicant. The Applicant shall pay this bill within 5 business days. The non-defaulting Party shall then have the right to terminate this Agreement by written notice, shall be relieved of any further obligations hereunder, and may pursue any and all remedies available to it at law or in equity.

#### 11. **Retirement**

Upon termination or cancellation of this Agreement or at such time after any of the Utility Interconnection Facilities described herein are no longer required, the Parties shall mutually agree upon the retirement of the 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 Utility.

Removal of facilities constructed by the Applicant shall be done by the Applicant at the Applicant’s sole expense.

#### 12. **Governing Law**

This Agreement shall be interpreted, governed, and construed under the laws of Michigan.

#### 13. **Amendment, Modification or Waiver**

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

#### 14. **Notices**

Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Written notice is effective within 3 days of depositing the notice in the United States mail, first class postage prepaid. Personal notice is effective upon delivery. Written notice of any address changes shall be provided. All written notices shall refer to the Applicant’s Utility account number, as provided in Section 1 of this Agreement. All written notices shall be directed as follows:



Notice to Utility:

DTE Electric Corporation

One Energy Plaza, 400SB

Detroit, MI 48226

Interconnection Hotline: 313.235.4333

Interconnect@dteenergy.com

Notice to Applicant:

Notice to Property Owner (if different than Applicant):

#### 15. **Term of Agreement and Termination**

This Agreement shall become effective upon execution by all Parties and, if applicable, the Property Owner, and it shall continue in full force and effect until terminated upon thirty (30) days' prior notice by the Applicant, upon Default of either Party as set forth in Section 9, or upon mutual agreement of the Parties. The Utility may terminate the agreement on reasonable notice for reasons consistent with existing law, regulations and tariffs.

#### 16. **Entire Agreement**

This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties hereto.

#### 17. **No Third Party Beneficiary**

The terms and provisions of this Agreement are intended solely for the benefit of each Party, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

#### 18. **Assignment and Binding Effect**

This Agreement shall not be assigned by a Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt to assign this Agreement without consent will be void. Subject to the preceding, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns. Applicant agrees to notify Utility in writing upon the sale or transfer of the Applicant Facility. This Agreement shall terminate upon such notice unless Utility consents to an assignment in writing.

19. **Severability**

If any provision of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable; or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding or enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

20. **Signatures**

The Parties to this Agreement hereby agree to have two originals of this Agreement executed by their duly authorized representatives (three originals are necessary if the Property Owner signs this Agreement) or valid and verifiable Electronic signatures through a mechanism provided by the Utility. This Agreement is effective as of the later (or latest) of the dates set forth below.

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.

UTILITY

(Applicant)

By: \_\_\_\_\_  
(Duly Authorized Signature)

By: \_\_\_\_\_  
(Duly Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Property Owner, if applicable)

By: \_\_\_\_\_  
(Duly Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 1  
INTERCONNECTION DIAGRAM

(Insert the One-Line Diagrams (PDF file) for the various size and type of generator that will be installed.)

EXHIBIT 2  
PROTECTION, COMMUNICATION AND CONFIGURATION REQUIREMENTS AND  
SETTINGS

**Inverter Settings and configuration:**

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

<b>Enter Service Criteria</b>		<b>Default Settings</b>
<b>Permit Service</b>		<b>Enabled</b>
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

<b>Power Limiting Setting</b>	<b>Default Settings</b>
Power limiting setting:	<b>## KW</b>

**Relay Settings:**

**Communication requirements:**

ATTACHMENT A: CONSTRUCTION AGREEMENT

ATTACHMENT B: COMMISSIONING CHECKLIST