

DTE Energy
[Project]
Engineering Review Agreement for
Generator Interconnection
To DTE Energy's
Distribution System

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

WHEREAS, DTE Energy received from _____ ("Project Developer") a ____ [MW/kW] generator interconnection application and information concerning Project Developer's project ("Interconnection Request").

WHEREAS DTE Energy has determined that an engineering review is necessary to determine the suitability of the interconnection equipment including but not limited to, any safety and reliability complications arising from equipment saturation, multiple technologies, and proximity to synchronous motor loads.

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

1. Project Developer has requested and DTE Energy has agreed to prepare or cause to be prepared an engineering review consistent with DTE Energy's procedures and Good Utility Practice¹ based on information provided by Project Developer ("Engineering Review")
2. DTE Energy will charge Project Developer for the Actual Costs² to perform the Engineering Review. Project Developer shall pay DTE Energy the Engineering Review Deposit immediately upon execution of this Agreement. The Engineering Review Deposit is based on the size of the project as shown below.

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

² "Actual Costs" includes but is not limited to DTE Energy's direct labor costs, overheads, travel expenses, and benefits.

- a. Projects less than or equal to 550kW = \$0
 - b. Projects greater than 550kW but less than or equal to 2 MW = \$5,000.00
 - c. Projects greater than 2MW = \$10,000.00
3. Project Developer shall have 6 months from _____ (mm/dd/yyyy) (“Engineering Review Date”) which is the date that DTE Energy determined that Engineering Review is necessary in which to return an executed copy of this Agreement along with the Engineering Review Deposit. Project Developer shall provide any changes or updates to the Interconnection request with its executed copy of this Agreement. A new Interconnection Request and Interconnection Application fee are required if the signed Engineering Review Agreement and Engineering Review Deposit are not received within six (6) months from the Engineering Review Date.
 4. DTE Energy will use commercially reasonable efforts to complete the Engineering Review upon receipt of the signed Engineering Review Agreement and Engineering Review Deposit.
 5. DTE Energy will use commercially reasonable efforts to coordinate any studies of the Interconnection Request with any Affected System³ operators, provided that Project Developer shall be solely responsible for any studies required by any Affected System operator. DTE Energy shall have no liability for any impact of the Interconnection Request on any Affected System or for any delays associated with any Affected System operator.
 6. During performance of the Engineering Review, DTE Energy may, upon request of Project Developer, provide an update on the review and/or the Actual Costs incurred pursuant to this Agreement.
 7. Upon completion of the Engineering Review, DTE Energy shall provide Project Developer the Actual Costs incurred to complete the review. DTE Energy will reconcile the Engineering Review Deposit with the Actual Costs. If the Actual Costs exceed the Engineering Review Deposit, Project Developer shall pay the difference within forty five (45) calendar days from the invoice date. If the Engineering Review Deposit is more than the Actual Costs, DTE Energy shall refund the difference within forty five (45) calendar days of the date of the invoice or the date of reconciliation, whichever is later. If payment in full is not received within forty five (45) days, interest will accrue on all unpaid amounts at the rate of 2% per month.
 8. Upon receipt of payment in full of all Actual Costs. DTE Energy will provide the Engineering Review Findings and an estimated cost for the distribution study, if necessary, together with a list of system upgrades with an estimated cost of the upgrade, if reasonably ascertainable, that may be required to accommodate the interconnection with DTE Energy Distribution System. DTE Energy shall not be bound by the estimate cost.

³ “Affected System” shall mean an electric transmission or distribution system other than DTE Energy Distribution System that may be affected by the Interconnection Request.

9. Based on the Engineering Review Findings, if Project Developer elects to go forward with the Interconnection Request to interconnect to DTE Energy’s system, Project Developer shall enter into separate agreements to address additional requirements.
10. 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.
11. This Agreement is the complete agreement of DTE Energy and Project Developer concerning the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings whether oral or written.

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

DTE Energy

Project Developer

By:

By:

(Signature)

(Signature)

(Typewritten or Printed Name)

(Typewritten or Printed Name)

Title

Title

Date

Date